GENERAL CONDITIONS

OF SUPPLY TO

AGLA POWER TRANSMISSION S.p.A.

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ART. 1. GENERAL

All purchases, service contracts and the execution of works requested by AGLA POWER TRANSMISSION S.p.A. will be regulated according to their characteristics and peculiarities by these GENERAL TERMS AND CONDITIONS OF SUPPLY.

Each point reported in this document will be governed by the application of Italian laws and regulations; In particular, supplies must scrupulously comply with the requirements of Legislative Decree no. 81/2008, the subsequent supplementary and special regulations and all the environmental and worker protection regulations, both Italian and European Union.

In the absence of explicit guarantees required, the guarantees contained in the UNI, ISO, CEI, EN, CUNA standards, etc., are considered valid.

For fire-fighting materials, compliance with current safety regulations is required.

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ART. 2. FOREWORD

The contractual relationship resulting from the completion of the order is governed by the laws and regulations in force, by these conditions and by the specific ones expressed in the order. Any exceptions or additional conditions will only be valid if agreed in writing. These conditions cancel and replace any and all other clauses, and/or printed and handwritten general conditions of sale provided for on the Supplier's estimates, offers and order confirmations.

The order becomes adamant by AGLA POWER TRANSMISSION S.p.A. from the moment the Supplier receives the copy of the order duly signed by the Supplier for acceptance.

Even if AGLA POWER TRANSMISSION S.p.A. does not receive the copy of the order signed by the supplier within 7 days of receipt of the same, it will be considered, in any case, as tacit acceptance of these conditions and those specified in the order itself.

The execution of the supply by the supplier shall be understood, in any case, as tacit acceptance of these conditions and of the specific conditions expressed in the purchase order. In case of doubt, the Supplier must contact the person filling out the order. In the case of contracts with continuous or periodic performance, the same provisions apply to individual supplies.

The Supplier undertakes not to publicise its commercial relations with AGLA POWER TRANSMISSION S.p.A. and to treat as confidential all technical, commercial or other information of which it becomes aware in connection with the execution of the order.

Any conduct, even repeated, of one of the parties that does not correspond to one or more of these conditions may in no case prejudice the right of the other party to request, at any time, the application of the same.

The term "product" shall mean raw materials, chemicals, surface treatments, parts, groups, sub-assemblies, assemblies intended for the production of automobiles and derivatives or as loose parts or spare parts.

The term service must be understood as transport, design, consultancy activities, IT support and/or telecommunications.

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ART. 3. DELIVERY

The packaging, labelling, identification, shipment and transport of the services and/or products ordered must be carried out in accordance with the instructions of AGLA POWER TRANSMISSION S.p.A. and in accordance with the provisions of the laws in force and applicable mandatory requirements. Unless expressly stated otherwise, packaging is considered to be included in the prices of the materials. All damages due to imperfect packaging will be borne by the Supplier. All damage caused by the carrier shall be borne by the Supplier, if the transport is at its expense, until the time of delivery to AGLA POWER TRANSMISSION S.p.A.

Unless otherwise specifically agreed, the delivery of the services and/or products ordered, for the purposes of acceptance of compliance with the terms of delivery and the transfer of the risk of the goods from the Supplier to AGLA POWER TRANSMISSION S.p.A., takes place upon delivery of the goods to our warehouse and/or designated factory.

Within the framework of a scheduling methodology that will be communicated by AGLA POWER TRANSMISSION S.p.A. or in the presence of agreed delivery terms or schedules, the delivery terms and schedules are binding and essential and, with respect to them, delays or early deliveries are not permitted. AGLA POWER TRANSMISSION S.p.A. is authorized to send back supplies received before the agreed deadline, at the expense and risk of the Supplier or to charge the latter for storage and accounting costs. In the event of delivery delays not due to force majeure, AGLA POWER TRANSMISSION S.p.A. will have at its discretion one or more of the following powers:

a) Demand the execution of the order, in whole or in part, and apply a conventional penalty (unless otherwise agreed) from a minimum of 0.5% on the total value of the order for each week up to a maximum of 10%.
b) To procure elsewhere and at any time, in whole or in part, the parts ordered, at the expense and risk of the Supplier with the sole responsibility of notifying the Supplier;

c) Terminate with immediate effect, the order, by full right pursuant to and for the purposes of art. 1456 of the Italian Civil Code by simple communication to the Supplier;

ART. 4. TRANSPORT DOCUMENT

The ordered parts must be accompanied by the Transport Document, completed in accordance with current law, and by the packing-list. The Transport Document must clearly indicate the destination of the products ordered, the total weight, the number of packages,

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the quantity, the name of the parts and article codes AGLA POWER TRANSMISSION S.p.A., the number and date of the relative order, and any other indication required in the order.

ART. 5. DELIVERY DATES

The delivery dates are those shown on the purchase order. Any request by the Supplier regarding changes to delivery dates, even if made by registered letter, will be considered null and void and/or ineffective unless it is accepted in writing by AGLA POWER TRANSMISSION S.p.A., which will issue the change to the purchase order in this case. The ordered parts will not be considered delivered, as far as the terms and conditions of the purchase order are concerned, if all the documents necessary for the shipment of the materials and all the required technical documents and certificates have not been received by AGLA POWER TRANSMISSION S.p.A. The terms of delivery are essential for the interest of AGLA POWER TRANSMISSION S.p.A. .

The Supplier is required to maintain the necessary stocks in its warehouses to ensure the continuity of supplies according to schedule. In the event that the Supplier, in relation to objective impediments, foresees difficulties in complying with the delivery terms, it will immediately notify AGLA POWER TRANSMISSION S.p.A., which may authorise it to deliver in a possible postponement. In the event that the execution of the order is prevented by the occurrence of proven circumstances of force majeure, the delivery terms are considered cancelled and the new term will be established by mutual agreement between the Parties in relation to the fulfilment and this provided that the Supplier has informed AGLA POWER TRANSMISSION S.p.A. in advance and has taken all appropriate measures to limit its effects. The force majeure circumstance cannot be invoked if it arises after the expiry of the agreed delivery period. Under no circumstances will delays by subcontractors be considered force majeure. If the force majeure circumstance determines a delay in delivery of more than 20 days, or a delay that is even less but incompatible with the production needs of AGLA POWER TRANSMISSION S.p.A., the latter shall have the right to terminate the order, in whole or in part, by written notice to the Supplier.

The Supplier shall be liable for damages resulting from any delay, loss or damage, due to deficiencies in packaging, identification, shipping and/or transport.

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ART. 6. ACCEPTANCE AND WARRANTIES

Any non-conformities you find on the materials/parts/workmanship produced and/or already delivered must be communicated immediately to AGLA POWER TRANSMISSION S.p.A. by formal communication of the non-conformity or request for derogation / concession in written form by fax or e-mail with a clear indication of the treatment of the non-conforming material and with identification of the causes that generated the non-conformity as well as the corrective actions for their elimination.

The methods of treatment of non-compliant products, as well as any exceptions and/or concessions will be formally approved after our technical assessment of the quality of the final product.

Any need for changes to the product and/or process definition, relocation of production site or change of supplier must be formally requested by you and approval will be subject to our technical assessment of the quality of the final product and process.

The simple delivery or payment cannot be considered in any case as acceptance of the goods, which is carried out by the competent bodies AGLA POWER TRANSMISSION S.p.A. according to the procedures indicated in the following ART. 7.

The Supplier guarantees the quantitative conformity of the goods, both to what was agreed at the time of the order and to what was declared in the delivery remittance. In the event that the control results in the quantitative non-conformity of the goods delivered to the Agreed, AGLA POWER TRANSMISSION S.p.A. will have one or more of the following faculties at its choice:

a) Accept the quantitative differences found with the right to modify the quantities of any subsequent supplies.
b) Without prejudice to any tolerances agreed in writing, reject the part of the supply found to be excessive, with the right, if the Supplier does not immediately collect the supply found to be excessive, to send back the excess at the expense and risk of the Supplier or to charge the Supplier for the charges and warehouse costs.
c) Obtain that the Supplier immediately sends the part of the supply that is missing, it being understood that any greater charge or expense for the immediate integration of the shortfall will be borne by the Supplier.

In the event that the receipt check shows that there is a quantitative non-conformity with respect to what is declared in the delivery note, AGLA POWER TRANSMISSION S.p.A., in

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addition to the above, may apply to the Supplier a penalty equal to 10% of the amount of the price of the missing parts.

The Supplier guarantees the qualitative conformity of the goods, both to what was agreed at the time of the order, and to what is declared in the delivery remittance and for compliance with the requirements of the laws, standards and mandatory and applicable requirements. All deliveries must be accompanied by a declaration of conformity according to ISO/IEC 17050:2005. Any non-conformities found by us on your products will be notified to you by means of a Non-Conformity Report that you must return to the sender duly completed with a clear indication of the treatment of the non-conforming material and with identification of the causes that generated the non-conformity as well as the corrective actions for their elimination. Any non-conformities found by you on the materials/parts/processes produced and/or already delivered must be immediately communicated to AGLA POWER TRANSMISSION S.p.A. by formal communication of the non-conformity or request for derogation/concession in written form by fax or e-mail with a clear indication of the treatment of the non-compliant material and with identification of the causes that generated the non-conformity as well as the corrective actions for their elimination.
The methods of treatment of non-compliant products, as well as any exceptions and/or concessions will be formally approved after our technical assessment of the quality of the final product. Any need for changes to the product and/or process definition, relocation of production site or change of supplier must be formally requested by you and approval will be subject to our technical assessment of the quality of the final product and process.

In the event that the quality of the goods delivered to the agreement is found to be non-conforming at the time of the inspection, AGLA POWER TRANSMISSION S.p.A. will have one or more of the following rights at its choice:

a) Accept as an exception the qualitative differences found with the right to request any compensation in the event that these differences involve additional works and/or expenses for AGLA POWER TRANSMISSION S.p.A. .
b) Obtain that the Supplier immediately provides for the selection/repair of non-conforming materials at AGLA POWER TRANSMISSION S.p.A. .
c) Obtain the immediate replacement of the material found to be non-compliant.
d) Reject the part of the supply that is found to be non-compliant.
e) The Supplier warrants to underwrite a product liability for an insured value of €5 million for personal injury/property damage claims (all inclusive).

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The Supplier guarantees, under its own responsibility, that the parts supplied comply with the applicable mandatory requirements, free from defects, defects and non-conformities ascertained at any time, before or after use in AGLA POWER TRANSMISSION S.p.A., as well as after delivery to the Customers of AGLA POWER TRANSMISSION S.p.A. for the marketing of the products. In the event that the defect, defect or non-conformity is detected in the period between the delivery of the part and the exit from the AGLA POWER TRANSMISSION S.p.A. plant of the group on which the part was used, AGLA POWER TRANSMISSION S.p.A. will have the right to:

- reject the entire supply batch, without prejudice to the right of AGLA POWER TRANSMISSION S.p.A. to compensation for damages suffered (including those due to lack of production);
- reject only the defective components, charging the Supplier for the costs incurred for the selection of the same, without prejudice to the right of AGLA POWER TRANSMISSION S.p.A. to compensation for damages suffered (including those due to lack of production);
- terminate the contract in whole or in part due to non-performance by the Supplier, with the latter's obligation to compensate for the damage caused.

In the event that the vice, defect or non-conformity is detected in the period between the delivery of the products to the Customer and the exit of the finished products from the Customer's production plant, AGLA POWER TRANSMISSION S.p.A. shall have the right to:

- charge the Supplier in full for the costs incurred for the technical assistance provided by AGLA POWER TRANSMISSION S.p.A. to the Customer for the replacement of the products of which the defective components are part, without prejudice to the right to compensation for any other damage;
- charge the Supplier in full for the costs of the replaced groups, without prejudice to the right to compensation for any other damage;
- terminate – in whole or in part – the contract due to non-performance by the Supplier, with the latter's obligation to compensate for the damage caused. The Supplier is responsible for compliance with the applicable mandatory requirements, for defects, defects or non-conformities of products deriving from the processing of and/or material purchased from sub-Suppliers.

ART. 7. QUANTITY CHANGES AND VARIATIONS

During the preparation of the parts ordered, AGLA POWER TRANSMISSION S.p.A. shall have the right to request in writing from the Supplier to make changes to the quantities and/or variations on the parts subject to the order and the Supplier hereby undertakes to comply with such requests.

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In the event that such changes or variations involve increases or decreases in the costs to be borne by the Supplier or by AGLA POWER TRANSMISSION S.p.A. and/or changes to the times required for the delivery of the parts ordered, an appropriate adjustment of the prices and delivery terms will be agreed with AGLA POWER TRANSMISSION S.p.A. and the Supplier and regulated by an amendment to the purchase order.

ART. 8. FIXED PRICES

The prices indicated on the order are fixed; Variations on the basis of subsequent cost increases are therefore excluded, except as otherwise and specifically agreed in writing.

Any price increases due to changes to the order must be communicated in advance by the Supplier and, in any case, will be considered valid and binding for AGLA POWER TRANSMISSION S.p.A. only if previously accepted in writing by the latter.

ART. 9. TECHNICAL INFORMATION AND INDUSTRIAL PROPERTY

The technical information (meaning by this term any type of information or technical documentation as well as models or samples) that AGLA POWER
TRANSMISSION S.p.A. communicates or makes available to the Supplier for the design, testing, development or production of a part, its prototypes or equipment, remain the exclusive property of AGLA POWER TRANSMISSION S.p.A. and may be used exclusively for the execution of AGLA POWER TRANSMISSION S.p.A.'s orders.
In relation to them, the Supplier, even after the termination of the supply relationship, is required to:

a) Keep them with the utmost care and confidentiality and return them to AGLA POWER TRANSMISSION S.p.A. at the request of the same;
b) To distinguish them as the property of AGLA POWER TRANSMISSION S.p.A. in cases where AGLA POWER TRANSMISSION S.p.A. has not done so; not to reproduce or copy them except within the limits expressly authorized by AGLA POWER TRANSMISSION S.p.A. and not to transmit or reveal their content to third parties; not to apply for patents or other industrial property rights, which, if requested, must be transferred in exclusive ownership to AGLA POWER TRANSMISSION S.p.A.;

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c) Not to produce or have produced and/or supplied to third parties, for any reason directly or indirectly, for use in production or as spare parts, parts designed or produced using the technical information referred to above;
d) Impose and guarantee compliance with the obligations arising from this article to any third party cooperating with him/her to whom he/she has been authorized by AGLA POWER TRANSMISSION S.p.A. to transmit the aforementioned technical information in the context of the execution of the order.

In proposing or accepting to study and/or adopt for AGLA POWER TRANSMISSION S.p.A. or provide it with a detail, the Supplier is required to communicate in advance in writing to AGLA POWER TRANSMISSION S.p.A. whether and by which industrial property rights the part itself is covered. Failure by the supplier to provide prior notice shall be deemed to be a waiver of the supplier's right to assert any industrial property rights against AGLA POWER TRANSMISSION S.p.A. of the suppliers to whom the production of the part on behalf of AGLA POWER TRANSMISSION S.p.A. is entrusted by the supplier.

In the event that the research, design, experimentation or development work is carried out by the Supplier in execution of a specific assignment of AGLA POWER TRANSMISSION S.p.A., the invention or the related industrial property rights, the drawings and in general the technical results will be the exclusive property of AGLA POWER TRANSMISSION S.p.A., provided that the assignment has been entrusted for consideration.

The Supplier undertakes, where requested by AGLA POWER TRANSMISSION S.p.A., to affix the AGLA POWER TRANSMISSION S.p.A. trademark or other trademarks or distinctive signs belonging to AGLA POWER TRANSMISSION S.p.A. on the parts ordered, according to the cliché and in accordance with the methods and instructions indicated by AGLA POWER TRANSMISSION S.p.A. Such application and/or packaging may not in any case be understood as a license to use the AGLA POWER TRANSMISSION S.p.A. trademark.
Therefore, the parts as indicated above may be supplied exclusively to AGLA POWER TRANSMISSION S.p.A. .

ART. 10. TECHNICAL CHANGES

The Supplier promptly undertakes, where requested by AGLA POWER TRANSMISSION S.p.A., to:

a) Modify the characteristics of the product and/or service ordered;

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b) To cease the production and supply of the ordered part. In this case, provided that the Supplier complies with the provisions, AGLA POWER TRANSMISSION S.p.A. will be obliged to keep at its own expense - unless otherwise agreed - the parts already completed or in progress for a quantity which, in any case, cannot exceed the sum of the deliveries scheduled for the month in which the notice of modification or cancellation is notified and for the following month: of semi-finished products, raw materials and chemicals for the production of the parts to be delivered for the following second and of the volume of compulsory contractual stocks. These completed or work-in-progress parts are intended to be sold to all intents and purposes to AGLA POWER TRANSMISSION S.p.A., therefore the Supplier will be required to comply with the instructions of AGLA POWER TRANSMISSION S.p.A. with reference to their destination or delivery.

In the cases in which the previous paragraph includes, the Supplier shall take all appropriate measures to contain as far as possible the quantity of modified or cancelled parts attributable to AGLA POWER TRANSMISSION S.p.A., as well as to allow the same to control the stocks.

ART. 11. SPECIFIC EQUIPMENT AND MATERIALS

The equipment (control gauges, specific control equipment, molds and other equipment) that AGLA POWER TRANSMISSION S.p.A. makes available to the supplier for the execution of the order remain the exclusive property of AGLA POWER TRANSMISSION S.p.A. . The Supplier is responsible for their loss, destruction or damage.

With regard to the aforementioned equipment, the Supplier is required to:

a) register and mark them as the property of AGLA POWER TRANSMISSION S.p.A.;
b) provide, where required by AGLA POWER TRANSMISSION S.p.A., adequate insurance coverage against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage;
c) keep them or use them with the utmost care and provide, at their own expense, for routine maintenance.
d) report to AGLA POWER TRANSMISSION S.p.A. the extraordinary repairs, replacements or remakes necessary, as a matter of urgency, it being understood that it will be up to AGLA POWER TRANSMISSION S.p.A. to make any decision regarding the implementation of such repairs, replacements or remakes, which will be considered the responsibility of AGLA POWER TRANSMISSION S.p.A. itself provided that they are not due to accidents, negligence or other causes attributable to the supplier, in which case all expenses will be borne by the supplier;

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e) not to transfer them outside its factories except within the limits of what is previously authorized from time to time by AGLA POWER TRANSMISSION S.p.A.;
f) allow the persons in charge of AGLA POWER TRANSMISSION S.p.A. to check during normal working hours the methods of their storage and use as well as their state of use;
g) not to transfer them to third parties for any reason, not to constitute guarantees on them;
h) not to use or allow them to be used except for the execution of AGLA POWER TRANSMISSION S.p.A. orders even after the cessation of supply to AGLA POWER TRANSMISSION S.p.A. and in any case not to produce and/or transfer to third parties for any reason, directly or indirectly;
i) Return them at the end of production according to the provisions agreed with AGLA POWER TRANSMISSION S.p.A. .

The provisions referred to in letter a) are intended to be applicable to the extent compatible, also in relation to semi-finished products and other materials owned by AGLA POWER TRANSMISSION S.p.A. that it has made available to the Supplier for or in relation to the execution of the order.

ART. 12. QUALITY RECORD MANAGEMENT

The quality records required in these specifications will be delivered to AGLA POWER TRANSMISSION S.p.A. together with the product and will be kept by it according to the applicable mandatory requirements and the customer's according to its internal procedures. At the end of the supply, all the documentation relating to it must be returned to AGLA POWER TRANSMISSION S.p.A. .

ART. 13. PRODUCT TRACEABILITY

The supplier guarantees the traceability of the products, i.e. the possibility for each product delivered for serialized parts, or its production batch for non-serialized parts, to trace the batch of raw material used for its manufacture and the production batch, where applicable. The supplier guarantees to be able to trace all the parts manufactured with a given batch of raw material and/or production.

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ART. 14. WITHDRAWAL FROM THE ORDER

In the event of circumstances such as to foresee that the Supplier will not be able to ensure the current fulfilment of the commitments undertaken and even more so in the event of bankruptcy, composition or any insolvency procedure against the Supplier's company or in the event of liquidation or sale of such company, AGLA POWER TRANSMISSION S.p.A. will have the right to withdraw from the contractual relationship by simple written notice.

In this case, AGLA POWER TRANSMISSION S.p.A. will inform the Supplier specifying the effective date of operation of the withdrawal. The Supplier will only be reimbursed for the costs actually incurred up to the date of the above communication, less the commercial value of all reusable or resalable material and equipment. The Supplier expressly declares that it waives any claim for direct or indirect damages, having already taken this into account in the determination of the consideration.

ART. 15. SUB-CONTRACTS AND ASSIGNMENTS OF THE ORDER

The order and/or its execution cannot be transferred by the Supplier, even partially, unless there is prior written consent from AGLA POWER TRANSMISSION S.p.A. In the event that AGLA POWER TRANSMISSION S.p.A. authorizes the Supplier to subcontract to third parties, all obligations and clauses of this purchase order shall be deemed to be extended to subcontractors.

The authorization of AGLA POWER TRANSMISSION S.p.A. will not exempt the Supplier from its obligations arising from the purchase order. If, during the progress of the supply, AGLA POWER TRANSMISSION S.p.A. deems, in its sole opinion, that the subcontractor is incapable of carrying out the work and the progress of the supply is such as to foresee a delay with respect to the contractual deliveries, AGLA POWER TRANSMISSION S.p.A. shall have the right to give notice to the Supplier in writing to immediately terminate the sub-contract with the obligation for the Supplier to fulfil the obligations in place.

Any subcontracting to subcontractors must be approved by us in advance and the procurement information must contain all the requirements applicable to the product.

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ART. 16. RIGHTS OF THIRD PARTIES

The Supplier shall indemnify AGLA POWER TRANSMISSION S.p.A. and its Client from any and all claims for payment or of any other nature that may be made by third parties at any time in connection with the supply of materials, work or services connected with the Supplier's works. Any and all requests made to AGLA POWER TRANSMISSION S.p.A. and/or its Customer in respect of third party rights on the property of AGLA POWER TRANSMISSION S.p.A. and its Customer will be notified by the same to the Supplier.

In the event that the Supplier does not pay or extinguish this right or in any case satisfy the claim, within 15 days of receipt of the notification, AGLA POWER TRANSMISSION S.p.A. will be authorized to deduct or withhold the sum necessary for the extinction of such request or right from the amount due to the Supplier until such claim has been silenced and the entire amount of the risk has ceased.

ART. 17. TRANSFER OF OWNERSHIP

The ownership of the parts to be supplied against the relevant purchase orders is intended to be transferred to AGLA POWER TRANSMISSION S.p.A. - with all corollaries - at the time of delivery of the parts by the Supplier to the AGLA POWER TRANSMISSION S.p.A. plant.

ART. 18. BANK GUARANTEES

Where required, the Supplier undertakes to issue to AGLA POWER TRANSMISSION S.p.A. all the appropriate guarantees and banking information relating to the Supplier's ability to process the order received exactly. AGLA POWER TRANSMISSION S.p.A. reserves the right to request further commercial, banking and financial information to guarantee the fulfilment of the supply.

ART. 19. RELIABILITY, QUALITY AND CONTROLS

Unless otherwise agreed in writing at the time when the study and/or supply of the service and/or product is proposed or accepted by the Supplier and except in the event that the service and/or product is provided by the supplier in accordance with the technical and technological documentation made available to it by AGLA POWER TRANSMISSION S.p.A.,

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the Supplier undertakes to carry out and/or have carried out all the tests and/or checks necessary to establish the reliability and suitability of the service and/or product for the intended use as well as its compliance with the requirements of Italian and foreign laws and mandatory and applicable requirements. The results of the aforementioned checks and tests will not be binding on AGLA POWER TRANSMISSION S.p.A., which reserves the right to give the technical approval of the supply at its sole discretion.

The Supplier undertakes to issue a quality certificate certifying that the services and/or products supplied to AGLA POWER TRANSMISSION S.p.A. have been adequately tested and controlled and that following this testing they have been found to be suitable. If, following a thorough check by AGLA POWER TRANSMISSION S.p.A., the material does not meet the requirements, AGLA POWER TRANSMISSION S.p.A. will have the right to reject the goods.

The supplier who, in the context of the production requested by AGLA POWER TRANSMISSION S.p.A., intends to make use of the activity of a sub-supplier, will be required to request prior written approval from AGLA POWER TRANSMISSION S.p.A. . In the event of approval by AGLA POWER TRANSMISSION S.p.A., the sub-supplier must sign the same confidentiality obligations imposed on the supplier by filling in a special form prepared by AGLA POWER TRANSMISSION S.p.A.; he must also present the documentation certifying the Quality Certification. The supplier is in any case responsible for the components supplied under the same conditions as applicable to its own supplies. The approval of subcontracting by AGLA POWER TRANSMISSION S.p.A. does not in any way affect the supplier's exclusive liability for the entire order.

No modification may be introduced by the Supplier in the production or supply of the service and/or product except with the written authorization of AGLA POWER TRANSMISSION S.p.A.

In the event that the service and/or product is subject to Italian and/or foreign legislative regulations (concerning safety, environmental standards, etc.), on the instructions of AGLA POWER TRANSMISSION S.p.A., the Supplier is required to prepare specific documentation relating to the approval and production processes of which it is shown, among other things, how, by whom and with what results the characteristics concerned have been tested.

The Supplier guarantees the services and/or products supplied free from defects, defects and non-compliance with the provisions and legal requirements that may be reported by AGLA POWER TRANSMISSION S.p.A., which may be verified at any time before or after the use of the material or part in production, during or after assembly.

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In the event that the defect or defect is detected in the period between the delivery of the part or following assembly or assembly, AGLA POWER TRANSMISSION S.p.A. will have the right to:

a) Obtain, at the expense of the Supplier, the immediate replacement of the materials or parts concerned or of the entire batch of which they are part. Complaints by AGLA POWER TRANSMISSION S.p.A. for the exercise of the aforementioned rights must be communicated to the Supplier within 4 months from the date of delivery of the services and/or products concerned or for a longer period for non-perishable materials of long storage.
b) Obtain compensation from the Supplier due to machine downtime caused by the defect or defect.
c) Obtain from the Supplier the compensation due to the internal management of the non-conformity detected, equal to € 200.00 (two hundred).
d) In the event that the materials are reprocessed internally by AGLA POWER TRANSMISSION S.p.A., obtain compensation for the hours spent for the selection and reprocessing of the materials subject to defects and defects.

The Supplier undertakes to grant free access to its production premises to AGLA POWER TRANSMISSION S.p.A. and its Customers when expressly requested and communicated reasonably in advance.

ART. 20. NON-TRANSFERABILITY OF CREDITS

It is expressly forbidden for the Supplier to assign the receivables deriving from the execution of the purchase order of AGLA POWER TRANSMISSION S.p.A.,

ART. 21. FORCE MAJEURE – FORFEITURE

The contractual delivery dates may be changed without any penalty being applied to the Supplier when a case of force majeure occurs within the contractual terms of delivery; Cases of force majeure are considered only those dependent on acts of government, wars, riots, insurrections and sabotage, fires and floods, epidemics, explosions, strikes of a national category. The Supplier shall notify AGLA POWER TRANSMISSION S.p.A. within two days, by registered letter, of the occurrence and cessation of possible cases of force majeure. Within two days following the end of each event, the Supplier must send AGLA POWER TRANSMISSION

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S.p.A. the supporting documentation certified by the local Chamber of Commerce. Failure to promptly notify the occurrence of the events will prevent the Supplier from invoking the rights provided for in this clause. Delivery dates will be extended for a period corresponding to that resulting from recognized force majeure cases. AGLA POWER TRANSMISSION S.p.A. reserves the right to claim the refund of sums paid to the Supplier that exceed what is due.

If the force majeure circumstance determines a delay or an advance incompatible with the production requirements perfected through the order document and accepted by the Supplier, AGLA POWER TRANSMISSION S.p.A. shall have the right to terminate the order in whole or in part at any time, by means of a simple written notice to the supplier and without any negative consequence for AGLA POWER TRANSMISSION S.p.A. In this case, the Supplier will only be paid for the materials that can be collected and used by AGLA POWER TRANSMISSION S.p.A.

Under no circumstances will delays by sub-contractors be considered as a cause of force majeure.

ART. 22. FAILURE TO EXERCISE A RIGHT

Any failure, partial or delayed exercise, by either party, of one or more of the rights or faculties to which they are entitled shall not affect such right or faculty nor shall they be construed as a waiver of their rights against or acquiescence to the non-performance of the other party, nor may they modify any of the provisions of the relevant purchase orders.

ART. 23. INVALIDITY AND INEFFECTIVENESS OF INDIVIDUAL PROVISIONS

The invalidity or ineffectiveness of individual agreements does not affect the validity of the obligations assumed with the related purchase orders. The remaining clauses shall be valid between the parties as if the obligations had been assumed without the invalid and ineffective provisions. The parties agree, in fact, that they would have implemented the remaining contractual provisions without including the invalid and ineffective ones.

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ART. 24. INSPECTION VISITS TO THE SUPPLIER

AGLA POWER TRANSMISSION S.p.A., its Customers and the authorities have the right, at their absolute discretion and without having to provide any justification, to carry out inspections at the Supplier in order to verify the adequacy of the quality system and the process adopted by it and to check the processing methods and/or tests implemented, as well as the conformity of the products manufactured by it. AGLA POWER TRANSMISSION S.p.A. will agree, from time to time, with the supplier on the date and methods of the visit.

The supplier agrees to make itself available to carry out audits on the quality management system and/or production processes if AGLA POWER TRANSMISSION S.p.A. deems it appropriate in order to monitor the conformity of processes and products. These checks will be planned by the Quality Department and communicated to the supplier through an internal audit program at least two working weeks in advance, except for emergencies requested by the customer and/or the authorities.

This plan must be approved/agreed upon by the supplier who, in the event of non-conformities found during the audit, must formalize and prepare the appropriate corrective actions whose effectiveness will be verified by the Quality Department of AGLA POWER TRANSMISSION S.p.A.

ART. 25. PROGRAMMING

AGLA POWER TRANSMISSION S.p.A. will have the right to check the progress of the manufacturing program and the status of order fulfillment at the supplier's plants.

ART. 26. INVOICES, DELIVERY REMITTANCES AND PAYMENTS

Payment invoices must include the following:

The invoice must show the exact company name of AGLA POWER TRANSMISSION S.p.A. including VAT number, the number and date of the delivery note, the order number, the unit of measurement (which must correspond to that indicated on the order), the list of details in the progression of the delivery notes, the personal code of the Supplier, the bank support complete with the coordinates.

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Services and/or products shipped to AGLA POWER TRANSMISSION S.p.A. must always be accompanied by a delivery note. The delivery note must contain the following information: order number and date, unit of measurement, date of shipment.

AGLA POWER TRANSMISSION S.p.A. will make the payment in the manner and on the due date agreed. For payments made by bank receipt, 10 days will be added to the following month. All payments must be made at no additional cost. In the event that a non-conformity is detected on one or more batches of materials or parts supplied, AGLA POWER TRANSMISSION S.p.A. shall have the right to suspend the payment of an amount equal to the price of the batch concerned from the total payments due to the Supplier at that time, until the Supplier has delivered materials or parts to replace the batch concerned.

Under no circumstances may an invoice be issued before the actual collection of the goods, unless expressly waived in writing or other formalized agreement granted by AGLA POWER TRANSMISSION S.p.A.

ART. 27. APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions of Purchase, as well as the Contracts entered into between the parties as a result of the Orders, shall be interpreted and governed in accordance with Italian law, with the exclusion of its provisions relating to conflicts of law systems and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods that may be applicable.

The Parties expressly agree that any and all disputes that may arise between them, in relation to the interpretation, application and execution of these General Conditions of Purchase and/or the Orders and/or Contracts between the parties shall be subject to the exclusive jurisdiction of the Court of Turin. However, AGLA POWER TRANSMISSION S.p.A. reserves the right to sue the Supplier at the court of the place where the Supplier's company has its registered office. The applicable law is always the Italian one.

ART. 28. PROCESSING OF PERSONAL DATA

The parties mutually authorize each other to process their respective personal data for the purposes related to the execution of the order and the contract to which these General Terms and Conditions of Purchase refer; The processing will take place in the manner prescribed by

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Legislative Decree no. 196/2003 (and subsequent additions and amendments) and in full compliance with the rules established therein.

This document must be returned signed for acceptance by the Supplier within 7 days of receipt. In the event of failure to return it with signature, this document is considered tacitly accepted in its entirety.

Stamp and signature for acceptance _____

Date _____

Pursuant to and for the purposes of art. 1341, 1342 of the Italian Civil Code, the following clauses: ART. 3, ART. 5, ART. 6, ART. 7, ART. 8, ART. 9, ART. 11, ART. 14, ART. 15, ART. 16, ART. 18, ART. 20, ART. 21, ART. 24, ART. 27.

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Stamp and signature for acceptance _____

Date _____

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