

BENNAMANN GENERAL PURCHASING TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The following terms, as used in these General Purchasing Terms and Conditions (hereinafter referred to as “**General Terms**”), shall have the meanings set forth below:

- a) “**Bennamann**” means Bennamann Ltd, Bennamann Energy Limited and Bennamann Services Ltd;
- b) “**Closed Order**”: means a request, addressed from Purchaser to Supplier, for the purchase of a specified quantity of Products;
- c) “**Comply with Terms**”: means, with reference to the Products, that:
 - (i) the Products comply with the Regulatory Standards and Operating Regulations;
 - (ii) the Products comply with: (a) Purchaser’s technical requirements; (b) the specifications determined in the product documentation and in the Order; (c) any other provisions contained in an Order and in any other written agreement for the supply of the Products;
 - (iii) the Products are safe, free from any defects, reliable and fit for their purpose once assembled in the Units.
- d) “**Control**”: means the direct or indirect ownership of more than 50% of the stock or other equity interest having voting rights or other rights to direct the management;
- e) “**Open Order**” or “**Blanket Order**” means a request, addressed by Purchaser to Supplier, concerning the purchase of the Products, which contemplates the issuance by Purchaser of periodical delivery schedules, without any initial determination of the quantity of the Products to be supplied;
- f) “**Operating Regulations**”: means standards, specifications, rules, circular letters, procedures and any other similar regulations governing and detailing the performance of the agreements entered into by Purchaser and Supplier, as communicated or made available at any time to Supplier, by means of portal communicated time by time by the Purchaser to the Supplier;
- g) “**Order**”: means an Open Order and/or a Closed Order;
- h) “**Part Recall Centre**”: means the locations in which Purchaser has facilities to store recalled parts;
- i) “**Party(ies)**”: means jointly Purchaser and Supplier and/or severally each of them;

- j) **"Product/s"**: means the product, including all components, raw materials and sub-assemblies thereof supplied by Supplier to Purchaser pursuant to the Order, including the ones for the first equipment and spare parts;
- k) **"Purchaser"**: means Bennamann and its affiliates;
- l) **"Purchaser Manufacturing Date"**: means the date the Unit has been manufactured by the Purchaser;
- m) **"Purchaser's Specific Equipment"**: means matrixes, dies, control gauges and their accessories, which, even though not covered by industrial property rights nor containing any element of secrecy, allow the manufacture of goods which differ in form, function or composition from other goods manufactured or supplied on the market;
- n) **"Purchaser's Technical Information"**: means i) any industrial property rights owned by or licensed to Purchaser (such as patents, utility models, drawings and registered models or other intellectual property rights), ii) any manufacturing procedures, technical or technological know-how which is not within the public knowledge (although not covered by intellectual or industrial property rights) under any form or mean available (including, by way of example and not of limitation, specifications, standards, drawings, models, samples, proto-types, methods, instruments, databanks, technical specifications) owned by or licensed to Purchaser, or iii) any specific studies, plans, documents prepared by or on behalf of Purchaser;
- o) **"Release"**: means a delivery schedule issued by Purchaser to Supplier, that instructs Supplier to deliver a specified quantity of the Products to a particular location on a specified date and which lists forecasted Product quantities;
- p) **"Regulatory Standards"**: means any applicable provision of law or regulatory or administrative provision or administrative or jurisdictional order or decree including those currently in force or to be applied in future in the countries where: (i) Purchaser and/or CNH Industrial N.V. (including its successor) has its registered office or is located the stock exchanged market where is listed; or (ii) the Units are marketed - as of the date of the delivery to Purchaser of a specific Product - or they are to be marketed in the future, to the extent Supplier is or should be aware of it by applying customary care;
- q) **"Retail Sales Date"**: means the date of delivery of the Unit to the end customer;
- r) **"Supplier"**: means Supplier and/or any other company, directly or indirectly, under its Control, to which an Order is addressed;

- s) **“Supply Agreement/s”**: means the Orders and the other written agreements, including warranty agreements, for the supply of the Products entered into between Purchaser and Supplier;
- t) **“Unit”**: means the machinery manufactured and/or sold by the Purchaser, in which is assembled the Products, identified by a unique VIN Code (Identification Number also known as “Unit Serial Number”).

2. SCOPE

- 2.1. These General Terms set forth the terms and conditions governing the supply of the Products.
- 2.2. Supplier undertakes to Comply with Term and with the provisions of these General Terms and to cause any supplier to agree to and comply with the General Terms.
- 2.3. Any Supplier’s general conditions of sale as well as any terms and conditions set out in the offer or Order acceptance or other documents issued by the Supplier shall not apply to the supply of the Products. The Supplier expressly waives the right to assert such other terms and conditions, unless written acceptance thereof is given by the Purchaser.

3. ORDERS

- 3.1. The Order constitutes Purchaser's offer to Supplier to purchase the Products, and is not, nor shall not be construed to be an acceptance of any offer of Supplier.
- 3.2. The Order shall be deemed accepted when received by Supplier, except that Supplier notifies Purchaser about its intent to not accept the Order by means of one of the following modalities and within the relevant term:
 - i) on paper, by letter to be received by Purchaser, within 72 (seventy-two) hours from the receipt of the Order by Supplier;
 - ii) by telematics means, within 48 (forty-eight) hours from the receipt of the Order by Supplier.
- 3.3. The commencing of the activities for the performance of the Supply Agreement by Supplier, included but not limited to the full or partial delivery of the Products, shall be deemed to constitute acceptance of the Order by Supplier, even if no other formalities have taken place.
- 3.4. Supplier agrees to supply the Products in accordance with the General Terms, including any additional terms stated in the Supply Agreement, which constitute the entire agreement between the Parties for the supply of the Products and supersede any prior agreement related thereto.

4. SCHEDULING METHODOLOGY

- 4.1. Purchaser shall specify its requirements for Products by the issuing of a Release, in accordance with the Purchaser’ scheduling procedures and

systems, which the Parties shall observe, and with the rules set forth in the Annexes 1 and 2.

- 4.2. Supplier commits to perform all its best effort to be able to manage Orders and supply programs and shipping notice.
- 4.3. Except for firm Product quantities requested by Purchaser, Purchaser shall have no obligation to purchase any specific quantity or volume of any Product. In order to assist Supplier in its planning, but without binding Purchaser in any manner, Purchaser may deliver Product forecasts or planning schedules to Supplier. All such forecasts, planning schedules or similar information provided by Purchaser are for planning purposes only and shall not create nor imply a firm or binding obligation of Purchaser to purchase any of the forecasted, planned or projected Product volumes. Purchaser is under no obligation to purchase the Products exclusively from Supplier.
- 4.4. Purchaser may request Products in excess of the firm Product quantities previously scheduled at Release, and Supplier shall use its best efforts to fill Purchaser's request for such excess Products. Within 7 days after receipt of Purchaser's Release, the Supplier will provide a feedback to Purchaser in writing on the request for excess Products. In case Supplier do not respect the above term in providing feedback, Supplier shall be deemed as in breach in the delivery of the Products (including the ones in excess) requested by Purchaser but not delivered.
- 4.5. In case Purchaser should request to reduce the firm quantities previously scheduled, the Supplier shall use its best efforts to fulfil the Purchaser's request for such reduction. Within 5 working days after receipt of the Purchaser's request or Release, the Supplier shall inform Purchaser in writing in case of no availability to reduce quantities as requested.
- 4.6. Supplier shall at all times ensure that it has all equipment, facilities and inventories necessary to manufacture and sell to Purchaser the Products as contemplated by any Supply Agreement, according to the issued Releases.

5. PRICE AND PAYMENT

- 5.1. The price specified in the Order is fixed. Any modification of the price specified in the Order shall be agreed in writing between Purchaser and Supplier. Purchaser shall perform payments in the manner and within the payment term indicated in the Order. Invoices must to be set, issued and managed in compliance with Supply Agreement, applicable laws, as well as with Operating Regulations and rules set forth by Purchaser.
- 5.2. If Supplier owes Purchaser any sum of money which is past due, Purchaser may offset such amount against any sum of money Purchaser owes to Supplier.

6. SHIPPING AND PACKAGING

- 6.1. Supplier shall, in accordance also with the Supply Chain Requirements, herein attached as Annexes 1 and 2: (a) pack and ship the Products, in accordance with instruction of Purchaser; (b) mark each package in accordance with the instructions of Purchaser and carrier; (c) reimburse Purchaser for all damages,

- expenses and costs incurred by the latter, by means of example and without limitation, as a result of improper packing, marking and shipping too. Supplier shall not charge separately for packing, marking or shipping Products.
- 6.2. Together with the Products forming part of each Order or delivery program, Supplier shall forward the shipping documents required by Purchaser or by the applicable law. In case of breaching by Supplier of the provision of this Article 6.2, Purchaser reserves the right to reject the Products on delivery.
- 6.3. The Supplier shall notify Purchaser of the availability of the Products, packaged and ready for shipment to Purchaser's shipping designation, as soon as possible and in any case at least 7 days before the delivery date specified by Purchaser, granting visibility at Products part number level. The notification shall include the approximate weight and dimensions of the shipment(s), Purchaser's shipping destination and any other information needed or requested by the Purchaser.
- 6.4. Purchaser shall have the right to ask for emergency deliveries, outside delivery requirements specified in the issued scheduling, that shall be performed by Supplier in the faster possible way, provided that the Parties shall promptly and jointly determine in writing the most expeditious means of delivering the Products, taking into consideration the related costs with the purpose to reduce such costs to the maximum possible extent. If Supplier is unable to fulfil the above Purchaser's request for an emergency Products delivery, Supplier shall immediately notify Purchaser in writing and shall provide the latter with the date when the request can be fulfilled so that Purchaser can evaluate how to proceed. Supplier hereby undertakes to use its best efforts to properly perform such emergency deliveries request within the period of time requested by Purchaser and in any case within the shortest possible period of time.
- 6.5. Purchaser may at any time specify a change in the method of packaging or shipping or the place of delivery of the Products. If such change impacts the actual costs or timing of delivery, Supplier shall substantiate in writing the impact and Purchaser and Supplier shall confer on any necessary adjustment to the delivery schedule or charges to be added to the price of the Products.
- 6.6. In case Supplier is determined to change the production warehouses location or the manufacturing process, this change shall be communicated to Purchaser prior to the start of any of the above activities and shall be introduced only after Purchaser's approval. Any relevant information shall be shared with Purchaser in order to prevent possible unknown risks. Supplier shall guarantee continuity in supplies at his own costs and the adoption of all the best practices to avoid any supply disruption.
- 6.7. The Supplier undertakes to use for any delivery, in accurate manner, the Advanced Shipping Notice (ASN) containing all the information included in the delivery note. In case Supplier should not use the ASN, the latter shall be liable for the costs borne by Purchaser for the manual booking, also according to the rules set forth in Annexes 1 and 2.

- 6.8. It agreed between the Parties that, unless differently agreed, packaging, packing, transport, handling, insurance and delivery of the Products shall be at exclusive Supplier' costs and risks.

7. DELIVERY

- 7.1. The delivery date/s set forth in the Release for firm Product quantities ("Firm Delivery Date") shall be binding on Supplier. The delivery time is of the essence. Purchaser may change or temporarily suspend the delivery Release with reasonable notice period to Supplier.
- 7.2. Purchaser is under no obligation to accept any shipment of the Products partial or arriving prior to the Firm Delivery Date stated in the Release. Purchaser is authorized to return to Supplier, at Supplier's costs and risks, any supply delivered partially or in advance to the delivery term or to charge Supplier with the relevant storage and any other incurred costs and/or damages, in the above case of delivery in advance. Even if Purchaser does not exercise its rights under this Article, the payment terms of the invoice of the supplies delivered in advance shall be calculated from the delivery date agreed upon.
- 7.3. Purchaser is under no obligation to accept the shipments of the Products exceeding the quantity stated in the Release. Purchaser has the right to reject any excess shipped quantities or otherwise place the excess quantity into storage at Supplier's cost, including all handling and associated fees.
- 7.4. In case of the Products late or partial delivery with respect to the date stated in the Release issued by Purchaser, Supplier shall indemnify and hold harmless Purchaser from and against all costs, expenses, damages and losses, directly or indirectly, arising from or consequent to such delay, including, but not limited to the ones for: (i) the disruption of any manufacturing activities at Purchaser's plants and facilities; (ii) the urgent deliveries, including airfreight; (iii) the reworks, reprocessing and scrapping activities; and (iv) taxes, duties, freight paid and any other expense for urgent transport.
- 7.5. Supplier undertakes to notify in writing to Purchaser, for each Product, its installed capacity, which Purchaser reserves to verify at any time. Supplier undertakes to timely notify in writing to Purchaser: (i) any variation to each installed capacity which may occur during the execution of the Supply Agreement; (ii) any shortage of the notified installed capacity which will not satisfy the entire supply programs.
- 7.6. Save the above provisions set forth in this Article 7, Supplier shall in any case promptly notify Purchaser of any delay that could affect the Products delivery as well as of any and all actions to be adopted by Supplier in order to minimize the consequences of its delay.
- 7.7. The taking of delivery and/or reception and/or payment of the Products supplied shall not in any case be considered as acceptance of the Products supplied whether in terms of quantity or in terms of quality as well as in terms of timely shipment.

8. PRODUCT SPECIFICATIONS, CHANGES AND QUALITY

8.1. Specifications

The Products shall Comply with Terms and with the Products features and requirements specified in the Supply Agreement/s, in the Product documentation and in Purchaser's technical standards.

Supplier shall ensure full compliance with the Regulatory Standards, including the EU Regulation No. 1907/2006 (so called "REACH Regulation – Registration, Valuation, Authorization of Chemical Substances") and subsequent modifications and integrations, and undertakes to mention to Purchaser the possible presence of substances named SVHC (Substances of Very High Concern) in the Products, by further providing the documentation needed or requested by Purchaser and all the information in the format that Purchaser should require to Supplier. In addition, Supplier undertakes also to timely provide to Purchaser, upon request of the latter, all the information that allows a safe use of the Products containing SVHC substances and the Purchaser' Compliance with Terms.

Supplier shall, when requested by Purchaser and in any case no later than 30 days following each calendar year in which Supplier has delivered any goods to the latter under these General Terms or otherwise, complete and provide to Purchaser a comprehensive Conflict Minerals Reporting, using the template developed by the Electronic Industry Citizenship Coalition® (EICC®) and The Global e-Sustainability Initiative (GeSI), known as the EICC-GeSI Conflict Minerals Reporting Template or the other template that Purchaser should communicate to Supplier. Supplier shall perform appropriate due diligence on its supply chain in order to fulfil the above reporting obligations.

Supplier undertakes to provide each year, or in the different term requested by Purchaser, a statement of annual validity in which it certifies the country of origin/preferentiality of the Products in compliance with the Regulatory Standard. Supplier undertakes to timely notify any change in the country of origin which may occur during the current year and to promptly and fully cooperate in order to allow the compliance with the above.

8.2. Changes Requested by Purchaser

Supplier shall introduce the changes in the Products requested in writing by Purchaser, according to the terms requested by the latter. Supplier shall notify its best implementation date, within 10 working days starting from the above request.

In the event that Purchaser requires some changes to be made without prior notice, Purchaser shall, unless otherwise agreed in writing, pay for the Products already manufactured or under manufacturing for an amount which in any case shall not exceed the total of:

- i) the Products to be delivered, according to Purchaser's written request, during the month in which the change is required;
- ii) half-finished products and raw materials for the production of the Products whose delivery is requested for the second month following the month in which the change is required (except that a longer term is agreed between Purchaser and Supplier, in consideration of the particular nature of the half-finished product and/or raw material).

The instructions about the destination and the delivery of such Products shall be communicated by Purchaser.

In the circumstances mentioned in the above paragraph, Supplier shall take all steps in order to limit and mitigate any of Purchaser's liabilities and costs.

Supplier shall, under simple written requirement, allow Purchaser to verify the above stocks of products and raw materials.

8.3. Changes Requested by Supplier.

Product, manufacturing process or material changes and any other kind of relevant changes – including but not limited to: a) new production location; b) lay-out modification; or c) change of suppliers – shall be communicated to Purchaser for written approval, prior to their implementation.

Any Product or manufacturing process or material change requested by Supplier and the resulting projected price increase shall be approved in writing by Purchaser, prior to its implementation.

In case of missing communication by Supplier, causing a major disruption in the supply of the Products, Purchaser has the right to put Supplier in the New Business Hold (NBH) status, save the right to recover all the costs and damages borne or suffered as a direct or indirect consequence.

Any approved modification to a Product or production process under this Article 8 or other provisions of these General Terms or Supply Agreement shall require, unless differently communicated by Purchaser, Supplier to re-qualify the Product, according to the Operating Regulation and/or Regulatory Standard, at Supplier's expenses in order to assure it complies with the quality and technical specifications of Purchaser.

8.4. Qualification of the Products

Supplier, before commencing the delivery of a new or modified Product, shall have performed all tests and inspections agreed or required and all additional tests and inspections as necessary to ensure, control and establish the Compliance with Terms of the Products. The Parties agree that for the initial qualification and the periodic requalification of the Products, new or modified, shall be fulfilled the rules set forth in the Production Part Approval Process (PPAP), which is part of the Operating Regulation.

8.5. Updated Information.

If any changes are made to a Product, Supplier shall promptly deliver to Purchaser, at Supplier's expenses, copies of all updated drawings, blueprints and documentation reflecting the changes.

8.6. Quality Standards

Supplier shall comply with the rules set forth in Purchaser's specifications, and any requirement communicated by Purchaser to Supplier.

The use of sources approved or designated by Purchaser, including tool/gauge suppliers, does not relieve Supplier from the responsibility to guaranty the quality of the purchased Products and to Comply with Terms and with the provisions of these General Terms.

9. SPARE PARTS

- 9.1. For the supply of the Products for after sale replacement, Supplier undertakes to apply the same prices, terms and conditions agreed with Purchaser for the supply of the Products for the first equipment, unless differently agreed in writing between the Parties.
- 9.2. The Supplier shall provide to Purchaser the spare parts of the Products, in the quantities and timing necessary to allow Purchaser to meet its warranty requirements and after sale assistance of the Unit, in compliance with the highest standards of final customer satisfaction, until the expiry of a period of 10 years starting as of the date when the Products are not used anymore as first equipment in the production and unless differently agreed in writing in any agreement or stated in the Product specifications or in Operating Regulations.

10. NON CONFORMING PRODUCTS AT PRODUCTION PLANT

- 10.1. If any Product delivered to Purchaser do not comply with Article 8, or otherwise do not Comply with Terms or do not conform to the provisions of these General Terms or the Supply Agreements, Purchaser shall have the right, at its own discretion, to: (a) obtain from Supplier, free of charge, the replacement of such Product and/or the whole manufacturing batch to which it belongs, in accordance with Purchaser's Product return and replacement procedure n. 08018, also referenced in the Supplier Quality Statement of Requirements; (b) reject such Product, without replacing it, and obtain from Supplier the full price repayment of such rejected Product, subject to Purchaser's off-set right in Article 5.2; (c) select and recover, at Supplier's risks and costs, through extra manufacturing, the defective Products, in the event of urgency or in the event that Supplier is not able to immediately replace the Products or in such specific cases as may be agreed upon with Supplier; and (d) repair such Products, at Supplier's risks and costs, subject to Purchaser's offset right in Article 5.2.
- 10.2. In addition to the remedies under Article 10.1 and to any additional rights and remedies available to Purchaser hereunder or under applicable law, Purchaser shall always has the right to get from Supplier the payment or reimbursement of any and all the direct or indirect damages, costs, expenses or losses resulting from the nonconforming Products, including but not limited to: (a) the costs for repairing the nonconforming Products; and (b) any and all the costs, expenses and damages arising from or consequent to the disruption of Purchaser's manufacturing process, if the Products defect is discovered when the Products are already installed or are in the process of being installed on products manufactured by Purchaser. Purchaser may debit Supplier any costs and expenses borne and any damages suffered consequent to the above non conformity, pursuant to Purchaser's right to offset in Article 5.2, including also taxes, duties, freight paid and any expense for airfreight.
- 10.3. Supplier shall, in any case and upon notice from Purchaser (including notice direct from any of Purchaser's plants) of a non-conforming or defective

Product: (a) promptly inform Purchaser (and directly the affected Purchaser's plant) of the causes for such non-conformance or defect, and of the corrective actions identified to remedy and prevent such non-conformity and/or defect in compliance with the specific requirements, and shall identify the particular Products affected (by serial number or other means); (b) without delay, but subject to advance written approval of Purchaser, introduce into its own manufacturing processes appropriate corrective actions, in accordance with any reasonable instructions Purchaser may issue; and (c) implement, in accordance with Supplier, the control plan to verify and confirm the effectiveness of such remedial actions.

- 10.4. Upon Supplier request, Purchaser shall maintain for a period of 10 working days, starting from its replacement or rejection, and make available to Supplier (at Supplier's cost and expense) any rejected Products. At the expiration of this period, without any specific communication by Supplier, Purchaser may scrap such rejected Products not collected by Supplier and charge the scrapping cost to Supplier.

11. PRODUCT WARRANTY

- 11.1. Supplier warrants to Purchaser and its affiliates, Joint Ventures, subsidiaries, parent companies and their dealers and retail customers that the Products are and will: (a) of merchantable quality and fit for the particular purpose for which they are intended; (b) free from any defects in design, material and workmanship; (c) conform to the specifications, quality standards and other applicable standards provided by Purchaser to Supplier; (d) Comply with Terms; and (e) of good and clear title. Good and clear title shall mean Supplier has the legal right to sell the Products and that the Products are free from encumbrances, such as but not limited to mortgages, deeds of trust, liens, or any other claims as well as being free of any reasonable objections regarding the sale of the Products to Purchaser.
- 11.2. Supplier's warranties set forth in Article 11.1 shall remain in effect for 24 months from Manufacturing Date or Retail Sales Date at Purchaser's discretion.
- 11.3. The warranty contained in Article 11.1.d) shall not be subject to expiration, with reference to the compliance with Regulatory Standard.
- 11.4. Supplier shall reimburse Purchaser for warranty costs incurred by Purchaser as a result of the breach of any warranty obligation set forth in Article 11.1. The above warranty costs shall include, without being limited to, unless differently agreed in writing: (a) all labour incurred in repairing and replacing the Products at the current labour rate charged by Purchaser or the applicable dealer; (b) all replacement Products costs and other parts damaged by the defective Product; (c) all transportation, freight, handling, travel, time, and related expenses; and (d) all other costs or damages resulting from the failure of the Products.

12. RETURN AND INSPECTION OF DEFECTIVE PRODUCTS

- 12.1. The Parties will jointly perform diagnostics and analysis on returned defective Products, then upon Purchaser's request, Supplier shall use commercially reasonable efforts to:
- i) deliver to the Purchaser all information necessary for the diagnosis, repair and complete revision of the defective Product, including but not limited to tools and test procedures;
 - ii) guarantee additional onsite support for joint root cause analysis in case of:
 - (i) significant and repetitive Product failure increase in either volume and/or value incurred by Purchaser and caused by a breach of the Supplier warranties; or
 - (ii) failures occurring during the first period of supply of specific new Products.
- 12.2. Supplier is entitled to request a sample of the defective Products (the "Returned Products") to be returned from Purchaser's dealers in order to perform root cause analysis and/or to implement a corrective action plan based on samples of Returned Products from Purchaser's dealers.
- 12.3. In advance of warranty failures, the Parties will jointly define a limited list of part numbers which will be added to Purchaser's parts return program.
- 12.4. In accordance with Article 12.2, Purchaser will decide, in its sole discretion, whether to return the Returned Products either to the most convenient Purchaser's Part Recall Centre located in the same geographical region where the Product failure occurred or an alternative location designated by the Purchaser. A current list of each Purchaser's Part Recall Centre can be requested by Supplier to Purchaser's representative at any time.
- 12.5. Supplier will be entitled to visit the relevant Purchaser's Part Recall Centre in order to examine the Returned Products or ask for them to be shipped to a designated address, being understood that in this latter case any transport and associated fees will be borne exclusively by Supplier.
- 12.6. The following requirements shall apply to all Returned Products:
- i) Purchaser shall include a label on the Returned Product detailing the Purchaser's part number, the Purchaser's claim number and the VIN Code;
 - ii) Supplier shall analyze – either at Purchaser's Part Recall Centre or at Supplier's premises as per Article 12.5 above – every Returned Product and will send the results of such analysis in electronic format (8D Report) to Purchaser within 30 (thirty) days of Supplier receiving the Returned Product;
 - iii) Supplier will make its best efforts to identify the cause of the failure;
 - iv) Supplier is responsible for preserving the Returned Products at least for 90 (ninety) days from the date failure analysis is provided to the Purchaser (or until advised otherwise by the Purchaser) in a controlled environment on Supplier's premises, in order for the Purchaser to carry out any additional inspections, if required.

12.7. If Supplier analysis on the Returned Products, as per this Article 12, result in Supplier disagreeing with the share of the responsibility, Purchaser has the right to carry out additional analysis on the same Returned Products. In this case the Purchaser shall notify Supplier in writing to which location wish the Returned Product to be sent.

12.8. If either Party's analysis on the Returned Products concludes Supplier to be fully or partially responsible for the defective Product warranty liability, Supplier will also provide to Purchaser a corrective action plan within 30 (thirty) days of such a finding. In case the proposed corrective action plan should include changes to the Products or the Product manufacturing process, Supplier shall not implement these changes without the prior written consent of Purchaser.

13. PRODUCT LIABILITY AND PRODUCT IMPROVEMENT PROGRAMS (PIP)

13.1. If, at any time (before or after the expiration of the after-sales warranty), final users, third parties or Italian or foreign or supra-national authorities claim against Purchaser a non-compliance with Regulatory Standards - concerning safety, health, environment and/or manufacturing and/or homologation, etc. - caused by the Product assembled in the Unit, Supplier shall keep Purchaser indemnified and harmless from and against any and all damages, losses, expenses and costs arising out of or in connection with any legal action or claim (including the ones related to injuries and death) against Purchaser, without prejudice to Supplier's own responsibilities towards the damaged third party and the authorities, where applicable.

13.2. Purchaser shall inform Supplier promptly after being informed of the violation of Regulatory Standards, laws and rules or that a liability is being alleged in connection with the defect or safety lack of a Product supplied by Supplier. If, at any time, the Purchaser determines to carry out a Product Improvement Program, in order to replace or repair the Products having a defect which could possibly affect the safety or reliability of the Unit or, in any case, its compliance with Regulatory Standards, the Supplier shall:

- i) provide Purchaser, with utmost urgency, with the Products required to perform the Product Improvement Program, at no extra charge or burden for the Purchaser and without suspending or postponing the delivery programs concerning the normal supply of the Products; and
- ii) reimburse to Purchaser the purchase cost, handling, packing, shipping and transport of the Products, as well as the cost for the operations necessary for the substitution and/or repair of the Products and for the identification of the Units affected by the Product Improvement Program, as well as any other cost necessary to implement such Product Improvement Program.

13.3. With reference to Articles 13.1 and 13.2, Supplier undertakes to enter into and to maintain valid and effective insurance/es policies contracted with primary insurance companies, adequate to cover its liability towards possible claims of Purchaser or of third parties arising out the above defectiveness and/or non-

conformity of the Product. Purchaser shall have title to verify the adequacy of said insurance coverage and to request the relevant increase up to certain maximum amounts per occurrence to cover

said liability. Supplier accepts to transfer its rights towards the insurance companies upon simple request made by Purchaser. Supplier will provide to Purchaser, upon request, copy of said policy or policies, of their renewals as well as any further information related to said insurance coverage.

- 13.4. Supplier shall reimburse Purchaser for all costs incurred in order to remove (by performing Product Improvement Programs, whether necessary) any defect on the Products not affecting the safety of the Units or their compliance with Regulatory Standards, if said defects (even detected after the expiry of the after-sales warranty) due to their relevance and/or frequency, are unacceptable to Purchaser according to the clients' satisfaction standards applied by the most qualified manufacturers on the relevant market.

14. INTELLECTUAL PROPERTY

- 14.1. Any information, data, know-how, patents, patent applications and statutory invention registrations, improvements such as any extension, new application, adaptation or further development of the know-how, any technical, economic, commercial or administrative data, written or oral as well as any product designs, drawings inventions, documents, magnetic support, product or material sample that Purchaser may have delivered to Supplier are and shall remain of the exclusive property of Purchaser.
- 14.2. Supplier warrants that the sale or use of the Products shall not infringe or contribute to the infringement of any patent, copyright, trade secret, trademark or any other intellectual property right of a third party. Supplier agrees to defend, indemnify and hold harmless Purchaser, including its affiliates, subsidiaries, parent company, dealers and its customers from and against any and all claims, losses, demands, liabilities, obligations and expenses (including, without limitation, reasonable legal and other fees) arising from or related to any claim or action based on a claim that the Products infringe any patents, trademarks, copyrights, trade secrets, or other intellectual property of a third party.
- 14.3. In the event use of any Product or any component thereof is enjoined, Supplier shall promptly, at Supplier's option: (a) procure for or on behalf of Purchaser, at no expense to Purchaser, the right to continue using the Product or affected component thereof, (b) replace the infringing product, at no expense to Purchaser, with a non-infringing equivalent component, of equal performance and quality; or (c) modify the infringing item so that it is non-infringing at no expense to Purchaser.
- 14.4. Supplier shall apply the trademarks specified by Purchaser to the Products and their packages to be delivered to Purchaser, in accordance with Purchaser's specifications.

14.5. Supplier agrees not to use Purchaser's trademark, service mark or trade name of Purchaser or its affiliated companies in connection with Supplier's business, except as specifically approved in writing by Purchaser.

15. PURCHASER'S PROPERTY

15.1. The equipment, containers or collection means (specific or general), half-finished products and/or other materials made available to Supplier by Purchaser or third parties specified by Purchaser for the performance of the supply of the Product ("Properties") shall remain in the exclusive property of Purchaser or of the above third party.

15.2. Supplier shall be responsible for the loss, theft, destruction or damage of the Properties.

15.3. Supplier shall:

- i) record and identify all Properties as Purchaser property and shall perform, in cooperation with Purchaser's designees, the reconciliation regarding their existence and conditions as required by Purchaser;
- ii) maintain and use the Properties with the utmost care;
- iii) assess and monitor the compliance of the Properties with any applicable safety regulation, in the context of its risk management organization;
- iv) allow authorized designees of Purchaser to check, also by means of access, during normal working hours, the equipment's state, utilization and operating condition;
- v) not transfer or move or modify any Property, for any reason whatsoever, except when authorized in advance in writing by Purchaser, nor pledge or otherwise encumber any Property;
- vi) comply with the Operating Regulations concerning the management, preservation, recording, stocking, identification, handling, return or scraping of the Property; and
- vii) carry out, at its own expenses, the ordinary repairs to the Property and promptly notify Purchaser of any extraordinary repairs, replacements or changes needed, provided however that any decision concerning the carrying out of such extraordinary repairs will remain within Purchaser's discretion. Such extraordinary repairs, replacements or changes shall be made at Purchaser's expenses, unless differently agreed, except the case they are due to accidents, Supplier's negligence or other reasons attributable to Supplier, in which case all the relevant costs shall be borne by Supplier.

16. PROPERTIES INSURANCE

16.1. Supplier shall ensure that the risk prevention standards issued by Factory Mutual International are met at any time at the manufacturing facilities where

the Products are manufactured and, in particular, in such facilities where the Properties shall be installed, stored or used.

- 16.2. Supplier shall adequately cover with insurance the Properties, by entering into appropriate insurance agreements with leading insurance companies. The relevant policies shall contemplate the insurer's waiver to any claim against Supplier and shall cover: a) fire; b) any other damage it can suffer whoever is responsible for such events, with waiver of any claim against Purchaser, including the force major events; and c) third party civil liability risk for any damage and/or injury incurred by persons or goods. The Supplier shall notify to Purchaser the maximum insured amount.

17. SPECIFIC EQUIPMENT PURCHASED WITH PURCHASER'S CONTRIBUTION

- 17.1. Upon termination or expiry of the supply of the Products for whatever reason, Purchaser shall have an option to purchase the specific equipment for which Purchaser has paid to Supplier the amortization costs, as a specific portion of the price for the Products. The option shall be exercised by Purchaser at a price equal to the residual amortization costs of such specific equipment.
- 17.2. The above option may be exercised by Purchaser within 90 days from the termination or expiry of the Supply of the Products, by addressing to Supplier a written notice.

18. PURCHASER'S TECHNICAL INFORMATION AND SPECIFIC EQUIPMENT

- 18.1. Should the execution of Supply Agreement require the use by Supplier of Purchaser's Technical Information or Specific Equipment belonging to Purchaser (unless lawfully available to Supplier):
- i) the above Technical Information and Specific Equipment, belonging to Purchaser, shall not be used for purposes other than the execution of the Supply Agreement or after termination of said Supply Agreement or disclosed to third parties or made available to them; and
 - ii) Products made using these Technical Information and Specific Equipment, belonging to Purchaser, shall be exclusively produced on behalf of Purchaser and shall be exclusively supplied to the latter.
- 18.2. Supplier shall not acquire any rights on the above Technical Information, other than the right to use it in order to perform its obligations towards Purchaser.
- 18.3. Supplier shall, also after the expiry or termination of Supply Agreement:
- i) carefully hold Purchaser's Technical Information and identify the same and consider it as exclusively pertaining to Purchaser;
 - ii) hold Purchaser's Technical Information confidential, not reproduce or copy it, except as expressly authorized in writing by Purchaser, and not transmit or disclose the same to third parties;

- iii) return this Technical Information to Purchaser, upon request of the latter;
- iv) not apply for the obtaining of patents or other intellectual or industrial property rights on the whole or part of the contents of Purchaser's Technical Information.

18.4. Supplier shall impose the same obligations - and cause the fulfilment thereof – set forth in this Article to any third party to which Supplier may need to make available the Purchaser's Technical Information or Specific Equipment for the purpose of the performance of Supply Agreement.

19. TERMINATION

19.1. Termination for breach

Purchaser shall notify in writing to Supplier any breach by Supplier of its obligations, pursuant to these General Terms and/or the Supply Agreement between the Parties and shall assign to Supplier a term to remedy the notified breach. In the event that Supplier has not remedied such breach within the above mentioned term, Purchaser shall have the right to terminate the Supply Agreement. In case of termination Supplier shall be liable to Purchaser for any and all losses, damages, costs and expenses suffered by Purchaser in relation to or in connection with such a breach of Supplier.

19.2. Purchaser's Suspension and Termination right

19.2.1. Purchaser shall have the right to suspend the execution of the Supply Agreement by simply informing Supplier by means of a written notice in the following cases:

- i) situations, facts or actions, which clearly indicate the existence of a recently come up or of an expected Supplier's non ability to guarantee the regular fulfilment of its obligation (for example, in case of delayed payments or non-payments to personnel, social security authorities, revenue office, suppliers or banks, protests of bills, executions on movable and/or immovable properties, revocations of licenses or authorizations, preliminary and/or initial deeds for voluntary winding-up etc.);
- ii) the execution of the Supply Agreement has been interrupted for more than 5 days due to the interruption, for any reason whatsoever, of Supplier's normal activity.

19.2.2. If the situations provided for in the paragraph 19.2.1 have not been removed within 10 days after receipt of written notification to Supplier as provided in paragraph 19.2.1 above, Purchaser shall be entitled to terminate the Supply Agreement, by simple written notice to Supplier.

19.3. Supplier's Obligation on Expiration or Termination

Upon the expiration or termination of the Supply Agreement, Supplier shall: (a) cooperate with Purchaser to help in avoiding disruptions while the production of the Products is resourced to another supplier; (b) not enforce its industrial property rights against Purchaser or Purchaser's suppliers or customers, during the

period of time necessary to Purchaser to replace the Products with alternative ones; (c) transfer title and possession of any undelivered Products, supplier-owned tooling specific for the Product, work-in-process and raw materials that Purchaser has agreed or requested to acquire from Supplier and return all Properties; and (d) cease all work under the terminated Supply Agreement, unless otherwise directed by Purchaser.

20. CONFIDENTIALITY

- 20.1. Supplier shall treat all the information that has not been publicly disclosed and of which it becomes aware, during the negotiation or execution of the Supply Agreement, as confidential.
- 20.2. Supplier undertakes to not disclose its commercial relationship with Purchaser without Purchaser's previous written consent.

21. REPORTING

- 21.1. Supplier shall promptly provide Purchaser with the information regarding Supplier's operations and financial condition, as Purchaser may reasonably request, including, but not limited to:
 - 21.1.1. the Financial Statements and the Independent Auditor's Reports, annually or infra-annually, as soon as these documents are available, the drafting of which is mandatory in accordance with the applicable law;
 - 21.1.2. the other needed infra annual financial reports, included the Projections, that Purchaser should request in writing, in case the financial position of Supplier deteriorates or occurs any other event during the supply of the Products to such an extent that, in the reasonable opinion of Purchaser, the capability of Supplier to adequately fulfil its obligations under the Supply Agreement has been placed in jeopardy. It is agreed and understood that "Projections" shall mean: Supplier's forecasted balance sheets, profit and loss statements and cash flow statements, all drafted on a basis consistent with Supplier's historical financial statements, together with supporting details and a statement of underlying assumptions;
 - 21.1.3. any further information that may be of importance for Purchaser in order to evaluate the relationship with Supplier and/or such information that Purchaser may reasonably request, included but not limited to any information about the Products and/or the Supplier that may be needed to provide authorities with for the import or export of the Products.

22. INSPECTION

- 22.1. Supplier agrees that Purchaser may, upon maximum 3 working days advance notice to Supplier, inspect, directly or by means of entities designated by Purchaser, Supplier's manufacturing processes and facilities, in order to check the Supplier's compliance with Purchaser's requirements. Upon such Purchaser's request, Supplier shall therefore assure the access to its supplier manufacturing processes and facilities.

22.2. Moreover, should the supplied Products be fitted or incorporated by Purchaser into products devoted to be supplied to Ministries of Defence or similar public entities, Supplier shall carefully submit such Products to quality inspection conducted by such Ministries and entities, or by their authorized representatives, in compliance with the applicable laws and regulations adopted by such Ministries and entities.

23. COMPETITIVENESS

23.1. For the entire duration of the Supply Agreement, Supplier undertakes to: (i) keep constant the requisites of competitiveness of the supply in terms of quality, service, reliability, time to market, technical level and innovations; (ii) keep constant the prices and terms of supply in line with those practiced by the best competitors on the market; and (iii) cooperate with Purchaser to implement all possible technical actions to reduce the costs that Purchaser shall bear in the execution of the Supply Agreement. Purchaser has the right to communicate to Supplier, which undertakes to keep them confidential, the terms and conditions more favourable than those in force for the Product supply. Supplier has the right, within 30 days as of the communication by Purchaser, to align its terms and conditions of supply to those communicated by Purchaser. Should Supplier not conform to the terms and conditions offered by said third party, Purchaser shall have the right to unilaterally terminate the Supply Agreement by sending a written communication, with 30 days advance notice, without any consequential right for Supplier to damages or indemnities possibly due for any title.

24. APPLICATION OF THE GENERAL TERMS

24.1. These General Terms shall apply to each Supply Agreement between the Parties whose execution is pending or which will be executed in the future, even if not explicitly recalled, provided that in case of conflict between the provisions of these General Terms and those of each specific Supply Agreement, the provisions of the Supply Agreement shall prevail, unless differently agreed in writing by the Parties.

25. CODE OF CONDUCT AND SUPPLIER CODE OF CONDUCT

25.1. Supplier: (i) acknowledges that Purchaser adopted the Code of Conduct (hereinafter “Code of Conduct”), concerning the ethical principles to be applied by the companies, directly or indirectly, controlled by CNH Industrial N.V., in their business activities, and the Supplier Code of Conduct (hereinafter “Supplier Code”) being Supplier fully aware of the provisions of the above Codes, which are available and can be downloaded respectively from the website https://www.cnh.com/-/media/CNHi/cnhicorporate/Governance/corporate_governance/supplier_code_of_conduct/docs/Supplier_Code_of_Conduct.pdf?rev=-1 and (ii) agrees to comply in all respect with the above Codes, as they may be modified from time

to time, and the laws of the Country(ies) where it operates aimed to ensure the compliance with proper business behaviours.

- 25.2. Supplier shall maintain and, upon request, provide evidence of policies and procedures addressing human rights, equal opportunities, non-discrimination, anti-harassment, forced labour, child labour and modern slavery. Supplier shall ensure these requirements are communicated throughout its own supply chain.
- 25.3. Infringement by Supplier of the provisions of the above Codes and/or laws shall represent a material breach and therefore Purchaser shall have the right to terminate the Supply Agreements, with immediate effect, by means of written notice to the Supplier, without prejudice to the rights to claim compensations for any and all damages suffered or costs borne in direct or indirect connection with this infringement.
- 25.4. Supplier represents and warrants to have not been convicted of or pleaded guilty to an offence involving violation of principles stated in the above Codes and undertakes to promptly inform in writing the Purchaser of any change in its representation and warranties here above.

26. CHANGES IN THE ORGANIZATIONAL AND CORPORATE STRUCTURE OF SUPPLIER

- 26.1. Supplier hereby undertakes to communicate in writing, with a reasonable notice period, to Purchaser any direct or indirect change of control of its company, included any transfer to a third party, at whatsoever title, of the ownership and/or management of the business activities related to the performance of the Supply Agreement (by way of example and not of limitation, the assignment or lease of business or any kind of constitution of beneficial rights in respect of the shares), by providing any details concerning the identity, the type of activity and the technical, industrial and financial capability of the potential purchaser ("Assignee").
- 26.2. Purchaser shall be entitled to terminate any Supply Agreement by written prior notice, granting a reasonable period of time, in any case not less than 60 days starting from the receipt of the notice sent by Supplier as set forth in Article 26.1 (the "Term"), should one of the following conditions occurs: (i) Assignee is a competitor of Purchaser; (ii) Assignee has not, at Purchaser's reasonable discretion, the ethical, professional requirements and/or the technical, industrial and financial capabilities suitable to perform the supply relationships with Purchaser.
- 26.3. The termination shall take effect upon the expiry of the Term, being agreed and understood that: (i) Purchaser shall pay to Supplier the price for the supply of the Product actually delivered and accepted until the effective date of termination; (ii) Supplier shall not be entitled to claim toward Purchaser any kind of damages and/or compensations as a consequence of such termination.
- 26.4. Should Supplier fails to send the above communication, Purchaser shall be entitled to terminate immediately any Supply Agreement by means of a written notice.

27. MISCELLANEOUS

- 27.1. Survival. Neither the expiration nor the termination of a Supply Agreement shall affect any rights of any Party which shall have accrued prior to the date of such expiration or termination, and in particular it is expressly agreed by the Parties that the obligations regarding warranty, indemnity, the availability of Products and confidentiality shall survive the expiration or termination of the Supply Agreement.
- 27.2. Force Majeure. Neither Party shall be liable for a delay or failure to perform due to an event of force majeure, which shall include acts of God, governmental action, war, civil disturbance, riot, national strike, sabotage, embargo, natural disaster, or any other unforeseen condition beyond the control of either Party, not due to its negligence or wilful misconduct. The Party suffering an event of force majeure shall provide the other Party with prompt written notice and shall be excused from performing its obligations under the Supply Agreement for so long as such condition persists, but shall not be excused from tendering partial performance if the same is possible. If force majeure determines a delay in delivery of the Products as to prevent Purchaser to comply with its production needs, Purchaser shall have the right to purchase the Products from third parties. Should the above measure – in Purchaser's opinion - prove impossible to be put in place or unreasonably expensive, Purchaser shall have the right to terminate the Supply Agreement. Sub-suppliers' delays shall not be considered force majeure events, unless it is proved that said delays are caused by force majeure.
- 27.3. Independent Contractor. The relationship between Supplier and Purchaser is that of independent contractors. Nothing contained in these General Terms or the Supply Agreement shall be construed to create a principal-agent or employer-employee relationship between the Parties. Neither Party shall represent to others that it is the agent of the other.
- 27.4. Assignment. Without Purchaser's written consent, credits arising from the supplies cannot be assigned to third parties. Supplier may not assign the Supply Agreement to any third party, in whole or in part. In the event of breach of the above obligation, Purchaser shall have the right to terminate the Supply Agreement.
- 27.5. Severability. Any term or condition contained in these General Terms or the Supply Agreement that is declared unlawful or unenforceable by a court of competent jurisdiction shall not apply and the unenforceability of any such term or condition shall not affect the enforceability of any other terms and conditions.
- 27.6. Waiver. The failure of a Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right to require such performance at any time thereafter. In addition, no waiver by either Party of the breach of any provision hereof shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provisions.
- 27.7. Reservation of Right and Remedies. No remedy provided to Purchaser herein shall be deemed exclusive of any other remedy allowed by law.

28. APPLICABLE LAW AND COMPETENT COURT

- 28.1. These General Terms and any Supply Agreement shall be governed in accordance with the law of the Country where Purchaser has its registered office.
- 28.2. For any dispute related to the General Terms and the Supply Agreements, unless differently agreed in writing, the Court which shall have exclusive jurisdiction shall be the one where Purchaser has its registered office, however, as unique possible alternative, the Parties agree that Purchaser may sue Supplier in front of the Court of the place where Supplier has its registered office.

29. ANNEXES

- 29.1. The following Annexes are an integral part to these General Terms:
Annex 1 – Supply Chain Requirements for Products supplied as first equipment; Annex 2 – Supply Chain Requirements for Products supplied as spare parts.

SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE SUPPLIER LEGAL REPRESENTATIVE	
SUPPLIER REGISTERED NAME	
NAME	STAMP AND SIGNATURE
TITLE	
DATE	

In the event that the Purchaser has its registered office in Italy with the consequent application of Italian law pursuant to Article 28.1 above, the Supplier, according with Article 1341 of the Italian Civil Code, expressly approves the Articles of these General Terms listed hereunder:

- 4.4 – Request of Products in excess;
- 7 – Delivery;
- 8.2 – Changes requested by Purchaser;
- 8.7 – Control Shipping Level and New Business Hold;
- 10 – Non conforming Products at production plant;
- 13 – Product liability and Product Improvement Program;
- 17 – Purchaser's option right to buy specific equipment;
- 19 – Suspension and termination;

- 23 – Competitiveness;
- 26 – Changes in the organizational and corporate structure of Supplier;
- 27.4 – Assignment;
- 28.2 – Jurisdiction.

SIGNATURE IN EXPRESS APPROVAL OF THE SUPPLIER LEGAL REPRESENTATIVE	
SUPPLIER REGISTERED NAME	
NAME	STAMP AND SIGNATURE
TITLE	
DATE	

Annex 1

Supply Chain Requirements for Products supplied as first equipment

This Supply Chain Requirements ('Logistic Agreement') define the rules for the supply of Goods to the Purchasers' plants ("Plant" or "Plants"). Supplier must comply with the provisions herein set forth when is developing, structuring and planning supply chain solutions and is delivering Goods to any Plant.

This Logistic Agreement contained in this Annex 1 to the General Terms forms integrating part of the Purchasers tender process and of the Supply Agreement/s.

1 Leading Principles

The Parties agree to fulfil in their supply relationships the following principles:

1.1 Language

English is the official Purchaser's business language. The Supplier's employee or representative dealing with the Purchaser shall be able to communicate in English language.

1.2 Contact Persons

Supplier shall provide a detailed contact list ("Contact Persons List"), showing competent contact person/s as well as its representatives ("Contact Person/s") and at least their email addresses and telephone numbers. The Contact Person List (including but not limited to Key Account Manager, Operations Manager, Logistics Manager and Administration Manager) will cover the complete supply process and therefore shall contain all the Contact Persons who have knowledge and powers to take all the suitable required measures in the name and on behalf of the Supplier.

The Contact Persons shall be reachable during the Plants production hours in case of European continental suppliers. In case of Supplier located in other areas, the latter shall appoint and communicate to the Purchaser: (i) a dedicated Contact Person (e.g. Key Account Manager) who has to be fully reachable at any time during the relevant Plants production hours; and (ii) in case and during the whole emergency situations, one or more Contact Persons who has to guarantee a continuous availability during all the 24 hours for day.

1.3 Definitions

The terms, abbreviations or acronyms used in this Logistic Agreement are defined in Enclosure A save the definitions set forth in the main text of the General Terms.

1.4 Obligation to provide Information

Supplier shall promptly provide to the Purchaser the information requested by the latter, unless differently agreed between the Parties.

1.5 Working times

The Supplier shall communicate and share its holiday schedules, plants shutdowns, working hours and shift models, at least twice a year or upon Purchaser's request.

Supplier will organize his shipment following Purchaser working calendar in order to fulfil the Purchaser scheduling.

1.6 Deliveries

The Supplier shall guarantee that all the shipping documentation is complete and accurate (including but not limited to: packing list, delivery note, invoice, country of origin information, OTM shipment ID document).

1.7 Supplier service level measurement

Purchaser reserves the right to evaluate Supplier delivery performance through service level measurement.

2 Material planning, scheduling and control

2.1 Delivery Schedule and call-off order

Purchaser releases to the Supplier the delivery schedules by means of electronic communication protocol (included but not limited to EDI, CSCN, Delins, others in use....).

Delivery schedules will be regularly updated.

Past due is not re-scheduled and must be recovered immediately by the Supplier

The release frequency is weekly unless otherwise specified and communicated to the Supplier. Each new schedule will replace the previous one.

Supplier will report immediately (in writing) any non-compliance to the order schedule. Non-compliance is defined as the inability to fulfil the order. Notification to the Purchaser's material planner (of the ordering Purchaser's plant) must be received within the same working week of the CSCN/Delins release or other communication protocol used by the Purchaser. Otherwise the schedule will be considered as accepted by the Supplier. The delivery schedule will show the ship date or due on dock according to Incoterms rules.

Supplier notification cannot be considered automatically accepted by the Purchaser.

2.2 Periods of Supply

The Supplier is requested to fulfil the following period of supply:

- **Firm Period:** 3 weeks of fixed delivery dates and quantities;
- **Planning period:** Purchased will provide mid-long term not binding forecast to support Supplier for capacity planning and long term material scheduling.

The rules set forth in this Section 2.2 shall apply unless different specific written agreement occurred or should occur in the future between the Parties (i.e. in

Logistic Requirement Books, Supply Agreement, others...)

2.3 Phase in/Phase out

Section 2.2 will not apply to orders related to items which are required for production phase-in or phase-out.

Purchaser will inform Supplier with a three-month notice about the intention to phase out production for which Supplier's Goods are used, and Purchaser will not be required to maintain any minimum lots or quantities.

3 Pro-active capacity planning

Supplier will share its own weekly capacity. Any changes to Suppliers capacity must be communicated in writing immediately.

Supplier will inform Purchaser (material planner of ordering plant and Purchasing organization) in writing (e-mail or fax) about all possible future production shortages. Supplier will take into consideration its own holiday period and Purchaser plant holidays when planning its production.

Supplier will be responsible for pro-active planning of its production, activating all countermeasures in order satisfy Purchaser's material requirements. If Purchaser increases the release quantities, Supplier will increase its capacities accordingly. In case of problems to cope with increase, Supplier have the obligation to notify this to the Purchaser.

In order to be able to keep up with the fluctuations of the Purchaser demand, Supplier will implement adequate processes which can include maintaining an appropriate safety stock of finished products and/or components as a buffer at his premises.

4 Communication Interface

Supplier must utilise one of the following communication methods, unless differently communicated in writing by the Purchaser:

- General queries: any general communications shall be sent to procurement@bennamann.com ;
- Invoicing queries: any queries relating to invoices shall be sent to accounts@bennamann.com with procurement@bennamann.com in CC.

5 Information Input of Supplier

Supplier will provide to the Purchaser the following information via CSCN/Supplier Portal/EDI (or otherwise communicated by the Purchaser) or by means of other channel as specified for Fire Fighting, Defense, Astra, Irisbus:

- Delivery promises referring to the schedules posted to Purchaser;
- Pick up notification/confirmation (PUN/PUC). Supplier is requested to give at least one day prior to shipment within 12:00 CET details of p/n forecasted and quantities by confirming/amending proposed Pick Up Notification based on Purchaser Plant's MRP;
- PFEP; in order to increase logistic visibility and effectively operates with the PUN/PUC method supplier is requested to specify and maintains information at p/n level about packaging dimensions and weight;
- Enhanced Pick up Request ("ePUR", alternative to PUN/PUC if not activated) provides information of the p/n forecasted per each Pick up Request (PUR) and specify date of pick up in accordance with PO pick up date, weight, dimensions, N° of package, stackability, location pick up, location of delivery;
- ASN at the time of the pick up of the Goods. In order to ensure p/n visibility for in transit material and streamline unloading at Plant/Warehouse, ASN must contain Pick Up and OTM shipment references, delivery note references and trailer plate details.

6 Labels

The standardized identification of all Goods on the racks or other packages is mandatory. Supplier shall always assure the use of the standard communicated or approved by the Purchaser. Material tag is attached to each load unit, container and individual package. The tag must be easily visible when the container is loaded. All old labels and further labelling of Supplier must be removed or cancelled.

The current format of label to be used by Supplier is attached as Enclosure B, unless differently specified in the Operating Regulations or communicated by the Purchaser.

European suppliers delivering to WMF Plants must always include, without limitation, also the following mandatory information in the label: supplier name, supplier code, Purchaser part number(s), quantity per each Purchaser part number, customer plant, delivery note number.

In case of Handling Unit containing more than one box, the handling unit must have attached one complete master label with all above information and the list of all Part Numbers and quantities contained.

Note for returnable containers (racks):

The label has to be fixed with adhesive dots on the long side of the container on the designated document area, unless otherwise communicated by the Purchaser. Purchaser will charge Supplier if a self-adhesive label has to be removed.

7 Process Reliability

As a prerequisite for supplying Purchaser with materials, Supplier will develop and publish contingency plans for any emergency situation that disrupts the continuous flow of Goods. Supplier is expected to inform Purchaser immediately and provide a detailed recovery plan, including a timeline.

Supplier shall take preventive measures to minimize any issues that may arise from production downtime. Supplier shall maintain an inventory of products that mitigates the effects of any production disruption in the short term, especially if the type of production implies a percentage of normal downtime.

8 Packaging/Containers

Supplier will develop, in agreement with Purchaser, a packaging and container concept based on the Product and Purchaser's specific requirements.

Packaging will be developed in accordance with standard industry practices for automotive components and assemblies, assuring that products are handled, transported and delivered in safe and proper conditions. Thus agreed packaging specifications shall not be changed without Purchaser's prior agreement in writing.

The following basic principles apply and will be observed by Supplier:

- Packaging will be reduced to the minimum required to protect the Goods; i.e.
the packaging will not be larger nor more elaborate than essential to protect the Goods;
- Padding material will be kept to a minimum;
- Recyclable packing materials will be used and identified according to the specifications of the waste management industry;
- Use of single-type component materials. Composite materials will not be allowed;
- Returnable packaging will be preferentially used also in case the disposable and returnable packaging should be equal in economic and qualitative terms;
- Standardized returnable packaging, which can be pooled (used for/by multiple parts/processes and partners) will be preferred to specific returnable packaging;
- Returnable packaging should correspond to the standard requested by the Purchaser. Special design and sizes are exception in case of specific/extraordinary requirements of the material to be delivered;
- Returnable packaging will be designed to be easily cleaned, emptied and drained;
- All suppliers must be in compliance with the Fumigation Regulatory Standards and Operating Regulations.

Purchaser has handed over to I-FAST Container Logistics S.p.A. the management and the lease of standard containers to Suppliers for the packaging and transport of Goods to be supplied, in consideration and respect of the Purchaser production specification or provision specified in the relevant Supply Agreements. If Purchaser's Plant needs to receive the Goods with I-FAST containers, Suppliers shall support this request.

9 Shipping

When accepting the Goods for shipping, the carrier acknowledges receipt of the quantity and type of parcel or packing unit, but not its content, value or weight.

9.1 Documents

Supplier shall provide all paperwork including the bill of lading, the packing slip, the delivery note, the OTM or other TMS shipment identification printout when available, and/or commercial invoices to the carrier, at the time of shipment, separately from the material.

Considering that the designated carrier must prepare shipping documents for each shipment, Supplier shall provide the carrier/Purchaser with all the necessary information to complete these documents, including but not limited to:

- Delivery note;
- Transport document;
- Customs documents;
- OTM or other TMS shipment ID.

For Suppliers of WMF IVECO, also CQC (Conformity Quality Certificate) must be provided by Supplier in case of new part number and always when part number is a safety component.

9.1.1 Delivery Note

The data that the delivery note shall contain include but are not limited to:

- Sender's address;
- Supplier Code;
- Receiver's address (including receiving plant/warehouse, unloading point as per delivery call-off);
- Delivery note number;
- Purchaser Order number;
- Purchaser part numbers and related quantities split for each handling unit specifying type of packaging/pallet (e.g. KLT, parcel, Euro pallet), one row each unit;

- Gross weight & dimensions of each type of packages/pallet;
- OTM Shipment ID when available;
- The number and type of the returnable containers used in the shipment.

European suppliers delivering to WMF must comply also with the additional following rules:

- A. Additional information to be included in the delivery note:
- Reason for Delivery;
 - Final Destination Plant/CDA;
 - CFS/WMF warehouse address;
 - Billing company and address;
 - Total number of packages related to the Delivery note;
 - Note with the details of quantities in each package on the same handling unit;
 - Package code in case of returnable racks;
 - Country of Origin for each part number;
- B. One Delivery Note must be associated to only one invoice. One Invoice could be associated to several Delivery Notes, even if it is preferred to have only one Delivery Note for each Invoice;
- C. Each handling unit must be related to only one Delivery Note;
- D. Delivery Note numbers must be reported in commercial invoice for posting and payment.

9.1.2 Transport Documents

Supplier will provide the information/documents required for the mode of transport and in accordance with respective country regulations.

Supplier will duly complete the required documents.

9.1.3 Customs Documents

Suppliers shipping from/to Countries where customs formalities are required must provide all necessary documents compliant to origin and destination Countries customs regulations, following the Purchaser's instructions. In case of WMF flows, Supplier shall provide POA whether requested.

Supplier must support in preparing specific documentation/declaration when possible to benefit on import duties according with origin and destination countries law (i.e. Form A).

9.2 Transport Standard Operative Procedures

Depending on the defined INCOTERM and the routing, one of the following procedures will be used. In any case Supplier will fill in the ASN (Advanced Shipping Notice) information via CSCN/Supplier Portal/EDI (or otherwise communicated by the Purchaser).

9.2.1 Continental Transport

Supplier must submit the Pick Up Confirmation/enhanced Pick Up Request via CSCN (when required, Supplier must submit PUR via e-mail or otherwise communicated by the Purchaser) the latest one day prior to physical shipment before 12:00 CET.

The Freight Forwarder will perform the transport as per the Pick up Confirmation/Request details.

FCA Supplier Premises

Purchaser organizes transport from Supplier's premises.

Supplier is responsible for loading the Goods on carrier equipment (truck, van, etc.) and for providing necessary documentation to accompany the Goods.

Supplier will contact designated carrier and request pick-up via fax/email/form in case of PUN/PUC or ePUR is not requested.

DDP Purchaser Logistic Service provider's Hub

Supplier has to deliver the Goods to designated Purchaser Service Provider's Hub. Purchaser organizes transport from the Purchaser Logistic Service provider's Hub.

Supplier is responsible to insert Pick-up Request indicating specific pick up at Purchaser Logistic Service provider's Hub and final destination Plant/warehouse.

9.2.2 Intercontinental Transport to EMEA plants

FCA Supplier Premises/FCA Purchasing Logistic Service provider's Hub (LCL Shipments)

Supplier will contact designated carrier and request pick-up via fax/email/form in case of PUN/PUC or ePUR is not available. For FCA Hub, Supplier has to deliver Goods to designated Purchaser Service Provider's Hub.

FOB (FCL Shipments)

Supplier will contact designated Freight Forwarder and request pick-up via fax/email/form in case of PUN/PUC or ePUR is not available or requested by Purchaser (defined per Region/Area).

The Freight Forwarder will perform the transport as per the Pick-up Request details.

Enclosure C contains a procedure for Ocean Inbound shipments to EU plants.

Supplier is accountable and responsible for filling, completely and accurately, in the PUN/PUC, ePUR and the transport documents.

Any extra cost due to incompleteness or inaccuracy of the data reported in the ePUR, PUN/PUC and the transport documents will

be charged back to Supplier at actual costs. Extra transportation costs caused by assigning the material to the wrong Purchaser destination or by missed pick up on due time (e.g. Goods not ready, missed cancellation of the pick up, etc) will be recharged to Supplier. Supplier is also responsible to ensure maximum saturation of the trucks loaded according with available racks, respecting road regulations and delivery plant/warehouse safety rules.

9.3 Urgent/Premium Transport

Both Parties agree to minimize the premium transports to avoid extra costs.

Premium/Urgent transport is defined as shipments of inbound material requiring a shorter transit time than the normal service level agreement for transportation.

Purchaser shall charge and invoice to the Supplier, and the Supplier shall reimburse and pay to Purchaser, any and all premium transportation costs and expenses resulting from a late delivery caused by Supplier, while late deliveries caused by Purchaser appointed carrier will not be charged to Supplier.

As soon as the Purchaser plant operative person (i.e. Production Planner, Industrial Logistics Manager or Plant Manager) recognizes the need for an urgent freight he will authorize the supplier by an AETC code (Authorization for Excess Transportation Costs) with a description of the reason of the urgent transport or different process authorization previously specified.

FCA Suppliers Premium freight can be organized only by Purchaser. For all suppliers Premium freight costs cannot be charged to Purchaser, unless specifically in advance approved by the Purchaser, with reference to transportation modes and costs.

9.4 Reverse Logistics

In case the Supplier is responsible for the return shipments (e.g. because of wrong shipment or quality problems), the Purchaser's procedure n. 08018 shall apply.

10 Requisite Processes relating to sub-suppliers

Supplier has to break-down forecasts and orders received from Purchaser into subcomponents/requirements and forward this information to his sub-suppliers.

Supplier is responsible for the materials scheduling and monitoring of his sub-suppliers.

Supplier has to manage phase in/out and technical changes of his sub-suppliers.

Supplier is responsible for the planning, implementation and management of the logistic processes of his sub-suppliers. This includes also the definition and procurement of containers and other logistic equipment.

Supplier is responsible for transportation and handling from his sub-suppliers.

Purchaser will not manage Suppliers to Suppliers transport for Goods of not Purchaser's property.

11 Monitoring of anomalies

Anomalies of the supply chain process shall be communicated, without undue delay, to the Purchaser by email communication at procurement@bennamann.com.

12 Reimbursement

Any deviation or non-compliance by the Supplier to these Logistic Agreements shall have as the effect to jeopardize the supply chain flow and to oblige Purchaser to adopt remedial actions. The consequences of such a situation may include, but not be limited to an increase in the Purchaser workload and additional costs and expenses.

Upon the occurrence of any deviation or non-compliance with these Logistic Agreements, in addition to any other indemnification, damages or relief that Purchaser may otherwise be entitled to, the Supplier liabilities include but are not limited to the following:

1. Supplier shall pay to Purchaser also the reimbursements listed in Enclosure D, by means of example and without any limitation;
2. Purchaser reserves the right to recharge to Supplier also any actual costs incurred to solve incidents based on actual hourly rates;
3. if an event caused an Urgent/Premium shipment, also the related cost will be charged to Supplier;
4. Purchaser shall have the right to recover additional costs, expenses and damages if the deviation or non-compliance with the General Terms causes costs, expenses or damages in excess of the reimbursement listed in this Logistic Agreement and therefore in the Enclosure D by means of example and without any limitation.

Suppliers of WMF plants have to follow also claim procedure included in the Purchaser's procedure n. 08018.

Enclosure A - Definition of Terms

The following terms and/or acronyms are used in this Logistic Agreement document in addition to the definitions set forth in the whole General Terms:

AETC	Authorization for Excess Transportation Costs
ASN	Advanced Shipping Notice
BPV	Business Planning Volume
BUYER	Purchaser legal entity/entities that is/are involved party/ies, each one individually in relation to the services received
BUYER's FACILITY	Purchaser facility (e.g. Plant, Depot)
CAFTA	Central America Free Trade Agreement
CARRIER	Selected transport service provider
CDA	Activity Center
CFS	Container Freight Station
CMR	Convention on Contract for the International Carriage of Goods by Road
COO	Country of Origin
CSCN	Purchaser Supplier Communication Network
EDI	Electronic Data Interchange
FCA	Free Carriage (Incoterm)

FCL	Full Container Load
FIAT SERVICES	Service provider of Purchaser that is processing Supplier's and Carrier's invoices (former FIAT GESCO)
FOB	Free on Board (Incoterm for ocean)
FTL	Full Truck Load
GOODS	Components for production and/or empty returnable containers or racks

HTS	Harmonized Tariff Schedule
HTSUS	Harmonized Tariff Schedule of the United States
INCOTERM	Delivery term codified and published by ICC (International Chamber of Commerce)
KLT	Tods ("Kleinladungstraeger")
LANE	Shipments of the same order type from Suppliers in a Country to a Buyer's facility, including the returns
LCL	Less than Container Load
LSP	Logistics Service Provider, that is contractual party of the agreement
LTL	Less then Truck Load
LTS	Lead Time for Supplier
MBL	Master Bill of Lading
MRP	Materials Requirements Planning

NAFTA	North America Free Trade Agreement
OTM	Oracle Transportation Management (also TMS, transportation management system)
PN	Part Number
POA	Power of Attorney
POD	Proof of Delivery
PUR	Pick Up Request
ePUR	Enhanced Pick UP Request
PUN/PUC	Pick Up Notification/Pick Up Confirmation
RECEIVER	The company to which the GOODS are delivered (generally a Purchaser Legal Entity or Purchaser' Supplier for return shipments)
RFQ	Request for Quote

SENDER	The company sending the GOODS (generally a Supplier or a Purchaser plant for return shipments)
SHIPMENT	The move of all the goods on a SENDER delivery document to a RECEIVER
SQP	Supplier Quality Process
TMS	Transport Mangement System (also OTM-Oracle Application)
VMI	Vendor Managed Inventory



WMF	CNH Industrial' World Material Flow
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Registered address: Cranes Farm Road, Basildon, England, SS14 3AD | 0800 009 2963 | enquiries@bennamann.com | bennamann.com

Bennamann Ltd
Registered in England and Wales
Company No. 07924261
VAT No. 134 168 719



Enclosure B - Label procedure

Example (with CNH's reference – to be changed to Bennamann's)

(1) Consignee, full addr. CNH Basildon Operations Cranes Farm Road Basildon SS11 3AD, CNH		(2) Unloading point - Warehouse - Usage Code	
(3) Advice Note No (N) 808916 		(4) Consignor /ship from ABA of Belgium	
(8) Part number Customer (P) 0 166 496 		(5) Net weight 250	(6) Gross weight 300
(9) Quantity / package (Q) 5 		(7) Number of packages 1	
(12) Consignor no (V) 0012172 		(10) Part Description Tube Assy	
(15) Label Serial No (S) 440010300010340 		(11) Container Type 4202	
(17) ABA of Belgium		(13) Date (prod./ shipment / expiry) 03.07.2007	(14) Engineering Revision
		(16) Batch no (H) 1481781001 	

Warenanhenger VDA 4902, Version 4

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Enclosure C - Procedure for Ocean Inbound shipments to EU plants

In case of Ocean Inbound shipments to EU plants Supplier's responsibilities include but are not limited to:

- Make available the Goods to Freight Forwarder (FF)/Ocean Carrier;
- Send all shipment instructions to FF or Ocean Carrier necessary to fill in the Bill of Lading;
- Send commercial invoice and Packing List to the Broker and the Purchaser;
- Perform Export Customs declaration at origin;
- Notify the final destination (Purchaser's plant) about the Estimated Time of Departure (ETD)/Estimated Time of Arrival (ETA) of the vessel.

Enclosure D - Reimbursements

FAILURE	REIMBURSEMENT
Repacking required	At cost of the activity done
Wrong container/packaging	At cost of the activity done
Remove self adhesive label	At cost of the activity done
Missing/wrong shipping note/labels or ASN	At cost of the activity done
Wrong/incomplete EDI data	At cost of the activity done
Missing/inaccurate/incomplete pick up request in CSCN	At cost of the activity done
Wrong Bennamann destination in the pick up request	At cost of the activity done
Missing/wrong custom documents	At cost of the activity done
Extra freight costs due to scrap/over shipment	At cost of the activity done
Extra freight costs due to missed or partial pick up	At cost of the activity done
Shipment to wrong destination	At cost of the activity done to reroute + administration
Waiting hours at loading	At cost of the activity done
Extra freight costs due to supplier delays/mistakes	At cost of the activity done
Rework hours/Line stoppage	At cost

SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE SUPPLIER LEGAL REPRESENTATIVE	
SUPPLIER REGISTERED NAME	
NAME	STAMP AND SIGNATURE
TITLE	
DATE	

Annex 2

Supply Chain Requirements for Products supplied as spare parts

This Annex 2 defines the specific rules for the supply of goods to any Purchaser's Spare Parts Depot. The Supplier when is developing, structuring and planning supply chain solutions and is delivering goods to any Purchaser's Spare Parts Depot shall comply also with the provisions set forth in the Annex 1, as hereinafter amended and integrated.

1 Periods of Supply

The Article 2.2 of the Annex 1, shall be deemed amended as follows:

The Supplier is requested to fulfil the following period of supply:

- Firm Period: 5 weeks of fixed delivery dates and quantities;
- Planning period: Purchased will provide mid-long term not binding forecast to support Supplier for capacity planning and long term material scheduling.

The rules set forth in this Section shall apply unless different specific written agreement occurred or should occur in the future between the Parties (i.e. in Logistic Requirement Books, Supply Agreement, others...)

2 Information Input of Supplier

The provisions set forth in the Article 5 of Annex 1, concerning the Pick up notification/confirmation (PUN/PUC), has to be intended as referred to P&S DRP.

3 Process Reliability

The second paragraph of Article 7 in Annex 1, shall be deemed amended as follows:

Supplier shall take preventive measures to minimize any issues that may arise from distribution delay. Supplier shall maintain an inventory of product that mitigates the effects of any service level disruption in the short term, especially if the type of production implies a percentage of normal downtime.

4 Stock on Consignment

In case Purchaser asks the Supplier to deliver the goods according to stock on consignment mode, with the maintenance of the ownership to Supplier until the moment in which Purchaser withdraws the Goods from the relevant warehouse, Supplier shall support this request and agree in good faith a specific agreement.

Enclosure A – Definition of Terms

The following acronym is used in this Annex 2, in addition to the definitions set forth in the whole General Terms, including Annex 1:

DRP	Distribution Requirement Planning: P&S replenishment process
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It is understood that any reference in Annex 1 to the Plant shall be intended, for the purpose and in the interpretation of this Annex 2 as referred to Purchaser's Spare Parts Depot.

SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE SUPPLIER LEGAL REPRESENTATIVE	
SUPPLIER REGISTERED NAME	
NAME	STAMP AND SIGNATURE
TITLE	
DATE	