



ENDURANCE GENERAL TERMS AND CONDITIONS OF PURCHASING PRODUCTS

ENDURANCE OVERSEAS S.R.L.

Società soggetta ad attività di direzione e coordinamento di Endurance Technologies Limited
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General Terms and Conditions for the purchase and ordering of Products

Dear Supplier,

Please find attached Endurance Overseas S.r.l. General Terms and Conditions governing the purchase and ordering of Products.

These General Terms and Conditions shall prevail and supersede any other agreement, understanding and/or condition previously agreed by the parties, including any terms and conditions of the Supplier.

These General Terms and Conditions, together with the specific Order, all the Contractual Documentation and/or the Specific Terms and Conditions, regulate the terms and conditions governing Endurance's purchasing of Products.

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1 DEFINITIONS

1.1. The following terms shall have the meanings set out below and ascribed to each of them being understood that, depending on the context, the same may be reported in singular or plural form:

- 1.1.1. **“Amendment Order”**: the written order that modifies a previous Order issued by Endurance towards the Supplier, which cancels and replaces the previous Order and which must be accepted by the Supplier by means of an Order Confirmation and that in the absence thereof shall be considered accepted by the Supplier with the commencement of the execution;
- 1.1.2. **“Closed Order”**: the written order in electronic format issued by Endurance and that must be accepted by the Supplier by means of an Order Confirmation and that in the absence thereof shall be considered anyhow as accepted by the Supplier pursuant art.1327 Civil Code, with the commencement of the execution of the supplies. In particular, each Closed Order will indicate: (i) the qualification of “Closed Order”, the number of progressive identification, the date of issue, the identification data of Supplier (ii) the code, description, unit of measure of the Product and the related Delivery Program; (iii) the reference to the present General Terms and Conditions;
- 1.1.3. **“Company” and/or “Endurance”**: Endurance Overseas s.r.l., Endurance S.p.a., Endurance Castings S.p.a., Endurance Engineering S.r.l., Endurance Amann or any other subsidiary or associated company of Endurance Overseas s.r.l.
- 1.1.4. **“Compliance and/or Compliant Products”**: with reference to the Products: (i) the conformity of Products with the legal standards, and (ii) the conformity of the Products with the Contractual Documents with particular reference to the Product Specifications, to the Process Specifications and with any other provision contained in the Order of reference (Including the provisions regarding the documentation of accompaniment and of delivery of the Products), and (iii) the absence of faults and/or defects and (iv) the reliability, the safety and suitability to perform the functions required by the Products and their proper functioning;
- 1.1.5. **“Contractual Documentation”**: all the contractual documentation delivered by Endurance to the Supplier and referred to the Products, including by way of example and not of limitation: (i) the Product Specifications; (ii) the Specific Terms and Conditions; (iii) the Delivery Program; (iv) the Process Specifications;
- 1.1.6. **“Day”**: each business day;
- 1.1.7. **“Delivery Program”**: alternatively: (i) in the Closed Order it indicates the delivery dates of the Products and any specific conditions relating to the delivery of the same that the Supplier agrees to comply with, it being understood that such terms are to be considered essential; (ii) in the Open Order it indicates the periodic delivery program of the Product, unless the latter is separately communicated by Endurance to the Supplier with a certain periodic frequency depending on the uses and/or needs of the final customer;
- 1.1.8. **“Employment and Environmental Laws”**: any provision of law and regulations in force at the time of signature the Order, according to the discipline in force from time to time during its execution, concerning: (i) occupational safety and injuries regulated by the “T.U sicurezza” Legislative Decree no. 81/2008 and subsequent amendments and all provisions foreseen by the judicial system even if referred to the relationship between the Supplier and the resources employed for the performance of the Order; (ii) the legislation on environment and on the prevention of pollution caused by industrial activities, as of “T.U. Ambiente” Legislative Decree no. 152/2006;

- 1.1.9. “**Endurance Equipment**”: By way of example and not of limitation: dies, molds, systems, washers, control desks, control gauges tools and their accessories, materials, semifinished products of Endurance, made available to the Supplier for the execution of each supply by means of separate agreements and for which the Supplier assumes the office of guardian;
- 1.1.10. “**General Terms and Conditions**”: the present General Terms and Conditions of Purchase, governing the contractual relationships between Endurance and the Supplier for the purchase of the Products;
- 1.1.11. “**Information**”: means any and all information (including, by way of example and not of limitation, industrial property rights, specifications, methodologies, tools, databases, product technical specifications, documents, processes, projections, estimates and data, drawings, models, samples, know-how, software, technologies, trade secrets and inventions, prototypes and instruments of any kind) - even if not expressly qualified as "confidential" disclosed by Endurance to the Supplier for the performance of the Order, both in oral and written form by directors, employees, consultants and representatives of Endurance, or that have been acquired or will be acquired by the Supplier in any manner before or during the performance of the Order, as well as any opinion, report, comment analysis, study, interference, abstracts and / or deductions or any other document drafted by Endurance or by its consultants which in any way contain or reflect such Confidential Information or that have been prepared, or drafted on the basis of such Confidential Information;
- 1.1.12. “**Law**”: overall, even if not expressly mentioned, all laws and regulations within the legal framework time to time in force during the period of performance of the Order, including the Employment and Environmental Laws;
- 1.1.13. “**Open Order**”: the written order issued by Endurance, that must be accepted by the Supplier by means of an Order Confirmation and that in the absence thereof shall be considered anyhow as accepted by the Supplier pursuant art.1327 Civil Code, with the commencement of the execution of the supplies. The Open Order - indicates: (i) the qualification of Open Order and its identification number, (ii) the type of Products and the relevant technical / economic reference conditions applicable, (iv) the reference to the General Terms and Conditions;
- 1.1.14. “**Order**”: depending on the context, the Open Order and/or the Closed Order and/or the Amendment Order, of which the General Terms and Conditions together with the Contractual Documentation form an integral and essential part;
- 1.1.15. “**Order Confirmation**” the Supplier’s written approval of the Purchase Order issued by Endurance and the conditions set out therein;
- 1.1.16. “**Party/ies**”: Endurance and the Supplier collectively or individually depending on the context;
- 1.1.17. “**Process specifications**”: all the documentation that defines the procedures and instructions for control, quality, and verification of each Product;
- 1.1.18. “**Product Specifications**”: all the documentation that defines the technical specifications or the technical, functional, quality and reliability characteristics of a specific Product (including, by way of example: business designs and specifications, product specifications);
- 1.1.19. “**Products**”: all the assets (by way of example and not of limitation: raw materials, semi-finished products, standard and not standard components, finished products, processes and installations relating to the Products to be supplied, consumables related to the production such as tools and oils, indirect materials) required from the Supplier by Endurance by means of the Orders and identified therein;
- 1.1.20. “**Safety Stocks**”: It indicates the amount of Products in stock that the Supplier must have available in order to remedy any critical conditions and that will be specified in the Order;

- 1.1.21. **“Specific Terms and Conditions:”** the special regulation establishing the terms and conditions applicable to the specific supply between Endurance and the Supplier, as described in each Order and its annexes;
- 1.1.22. **“Supplier”:** the person or the legal entity who signs for acceptance these General Terms and Conditions;
- 1.1.23. **“Verification”:** it consists in the control and in the verification operations carried out by the Supplier. Such operations are aimed at ensuring full compliance of the Products with the conditions provided for in the Order and in the Contractual Documentation.

2 SCOPE OF APPLICATION AND VALIDITY

- 4.1 The present General Terms and Conditions, together with the Order and the Contractual Documentation, set out the terms and conditions governing the supply of Products.
- 4.2 The present General Terms and Conditions apply to each contractual relationship between Endurance and the Supplier, both with respect to Orders under execution, as well as with respect to Orders which are subsequent respect to the date of signature of the General Terms and Conditions. It remains understood and agreed that, in case of difficulty of interpretation or conflict and / or difference of content between the provisions of the General Terms and Conditions and of the Specific Terms and Conditions set out in the specific Order, the Specific Terms and Conditions will prevail;
- 4.3 The present General Terms and Conditions supersede and replace any other agreements, understandings and / or condition previously agreed by the Parties, including any terms and conditions of the Supplier. If any provision of these General Terms and Conditions turns out to be contrary to law or for any reason results invalid, such provision shall be deemed deleted and the remaining provisions will remain in full force.
- 4.4 With the signature of the present General Terms and Conditions, Endurance does not undertake any obligation in relation to the issuance of Orders for the supply of Products, it being also understood that any estimates provided by Endurance shall be considered only indicative and do not represent any obligation upon Endurance.

3 OBLIGATIONS OF THE SUPPLIER

- 3.1. With the acceptance of the Order, the Supplier undertakes to:
 - 3.1.1. ensure to have the certifications required by the Process Specifications (that are available on the Endurance website on <http://www.enduranceoverseas.com/corporate-governance/>) and by the Laws in force relating to its Quality, Safety and Environment System and to maintain and / or update such certifications for the entire duration of the contractual relationship with Endurance;
 - 3.1.2. timely and fully comply with all Laws including all Employment and Environmental Laws;
 - 3.1.3. to implement all the activities necessary to ensure the quality of Products. In particular, the Supplier undertakes to implement and maintain operating equipment so as production and control processes in order to continuously ensure the delivery to Endurance of Compliant Products;
 - 3.1.4. deliver the Compliant Products and to certify and ensure the quality and the reliability of the Products in accordance with the provisions of the Order and of the Contractual Documentation and to provide for the testing and verification of the Products as well as to release the necessary documentation for the certification of the Compliance of the Products as specified in Article 4 of these General Terms and Conditions;

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- 3.1.5. ensure the identification of the Products during the entire productive cycle (in stock at warehouses, manufacturing progress, compliant/ non compliant, finished);
- 3.1.6. pack the Products in an appropriate manner to avoid any damages to them (and in any case according to the specifications agreed between the Parties) and, unless otherwise specified in the Order, to pay for the packaging costs as well as for any charges arising out from imperfect or inadequate packaging;
- 3.1.7. carry out and /or make available all necessary ancillary services, useful and/or required for the proper execution of the supply of Products;
- 3.1.8. ensure and permit access to and assessment of its structures and of its processes / manufacture methods of the Products and / or of the control and quality certification systems for the purpose of compliance with Endurance's standards;

4 CONTROLS AND VERIFICATION OF THE PRODUCT AND DOCUMENTATION

- 4.1 The Supplier is obliged to perform, before the start of the deliveries and for the entire period of duration of the Order, the laboratory tests and the agreed or prescribed inspections and any further tests and controls necessary to ensure the Compliance of Products.
- 4.2 The Supplier is also obliged to carry out the Verification and to fill out all the documentation necessary to provide objective proof of the tests performed and of the results obtained. The Supplier undertakes to maintain and to make available to Endurance at all times the documents relating to the Verification of the Products for a period of at least 15 (fifteen) years for the components identified as safety components in the Contractual Documentation and of at least 5 (five) years for the others, in both cases, starting from the expiry date of the warranty period.
- 4.3 The Supplier is obliged to release all the necessary documentation in order to certify the Compliance of the Products. In particular, the Supplier undertakes to issue, for each type of Product, a "declaration of conformity", in addition to any other declaration expressly foreseen in the Order of reference.
- 4.4 Endurance also reserves the right, in any moment, to carry out any qualitative and quantitative verification of the Products, both upon receipt of the Product and also during the processing at the production plants of the Supplier, by means of its own personnel, upon prior notice to the Supplier. It remains understood that the controls and the verifications of Endurance, do not give rise to any payment obligation in favor of the Supplier, nor are they to be considered as approvals, or as any other form of acceptance by Endurance.
- 4.5 In the case in which Endurance, as a result of the audits and of the quality checks referred to in this Article, that may be also performed at its own plants, were to discover discrepancies, defects or delays, will have the right to apply the penalties referred to in article 10 and to exercise the powers provided by the following Articles 5 and 16.
- 4.6 In any case, the occurrence of any dispute between Endurance and the Supplier, relating to the Order, will not give rise to the right of the Supplier to suspend the execution of its services and obligations assumed under these General Terms and Conditions and under the specific Order.

5 DELIVERY OF THE PRODUCTS

- 5.1 The Supplier undertakes to deliver the Products in accordance with the provisions of the Order.
- 5.2 The Supplier warrants that the amount of delivered Products corresponds to the quantity defined in the Order and in the documentation referred to the Product delivery.

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- 5.3 In the event in which the quantity of the delivered Products is not Compliant, Endurance may, alternatively, at its choice:
- (i) accept the quantities actually delivered, and decrease or increase proportionally the quantities of the next deliveries;
 - (ii) request that the Supplier takes care, at its own expense, of the withdrawal of the Products in excess respect to those orderd, charging him the custody and conservation expenses (for the case in which the replacement is not immediate). In any case, Endurance reservs the right to ship directly the Products back at the expense and at the risk of the Supplier;
 - (iii) require the Supplier to immediately send the quantities of the Products that turned out to be missing, applying in any case the penalties for delay as well as any charges, expenses and damages resulting from the breach of the Supplier;
 - (iv) refuse the receipt of the Products and require the Supplier to withdraw the Products at his own expense and risk, without prejudice to any further remedy and compensation;
 - (v) reduce the price proportionally;
- 5.4 The term of delivery of the Products of each Order is mandatory and essential. The delivery must occur at the place of destination indicated by Endurance.
- 5.5 In case of delay in delivery, Endurance, without prejudice to any and all rights, also in terms of compensation, will have, at its discretion, the following options:
- (i) demand the performance of the Order, in whole or in part;
 - (ii) obtain supplies from third party suppliers, at the expense and risk of the Supplier, with the exclusive burden to notify the latter;
 - (iii) in addition to the above points (i) and (ii), apply the Supplier the penalties referred to Art.10, without prejudice to any greater damage suffered by Endurance.
- 5.6 It remains however understood that, in addition to the options foreseen in this Article, Endurance will be entitled to terminate the Order in accordance with art. 16.

6 TRANSPORTS

- 6.1 The Supplier undertakes to execute the transport of the Products in full compliance with the Law, and in particular with the applicable customs legislation, it being understood that the risks and the shipping fees are charged to the Supplier until the moment of delivery in the place of destination indicated by Endurance, unless otherwise specified.
- 6.2 Any fees, charges, taxes and rights applicable to the Order are borne by the Supplier unless otherwise provided by law or established by the Specific Terms and Conditions.

7 DURATION OF THE ORDER

- 7.1. The duration of the Order is the one indicated in the reference Order.

8 PROHIBITION OF ASSIGNMENT OF THE ORDER AND OF THE CREDIT

- 8.1. The Supplier may not assign and / or entrust, in whole or in part, the Order, or any rights or obligations arising from it without the express and prior written derogation granted by Endurance.

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- 8.2. The Supplier also undertakes not to sell, transfer or assign to third parties any credit againsts Endurance and based on the payment of the consideration referred to each specific Order.
- 8.3. In case of non - fulfillment by the Supplier of the provisions stated in this Article, Endurance will be entitled to terminate the Order by means of a simple written communication pursuant to art. 1456 Italian Civil Code, and according to art. 16 of the present General Terms and Conditions. In the case in which more Orders have been entered into with the Supplier, Endurance may, without prejudice to the above provisions, make use of the termination clause limited to the specific Orders in relation to which the breach occurred.

9 INSURANCES

- 9.1. Except as provided in the Specific Terms and Conditions, the Supplier undertakes to enter into and to maintain in force for the entire duration of the supply relationship, so as for the period indicated in the following art. 9.5, an appropriate insurance policy with a leading insurance company, in order to ensure its production plants and the Endurance Equipment present therein against the risks of theft, fire, damage, destruction and the risk of civil liability towards third parties.
- 9.2. The Supplier also undertakes to enter into and maintain in force for the entire duration of the Order and, anyways, for the entire duration of the supply relationship, an appropriate insurance policy for civil liability arising from Products, fully covering all costs relating to Recall and/or service campaigns and all damages and / or costs in general arising and / or connected to the Products supplied by the Supplier.
- 9.3. The insurance policies entered into by the Supplier shall include the waiver by the insurance company to request compensation against Endurance.
- 9.4. It is anyway obligation of the Supplier to enter into and maintain in force specific insurance policies as more specifically indicated by Endurance from time to time, based on the type of Products to be supplied.
- 9.5. The Supplier undertakes anyhow to maintain in force the insurance policies indicated in the above points 9.1, 9.2 and 9.4 for a further period of 3 (three) years after the end of the supply relationship, it being understood since now that Endurance will have the right to ask the Supplier in any moment during the supply relationship and during the following 3 (three) years, evidence of the validity of the insurance entered into by the Supplier.

10 PENALTIES

- 10.1 In the event of delay in delivery of Products with respect to the provisions of the Delivery Program, Endurance shall be entitled to apply the following penalties to the Supplier:
- first working week of delay: no penalties;
 - from the first working day of the second working week of delay: 1% of the value established within the relevant Order for each working day of delay, up to a maximum of 10% of the price established within the relevant Order, without prejudice to any further right to compensation for damages.
- 10.2 The application of each type of penalty does not exclude the right of Endurance to terminate the Order.
- 10.3 In any case, without prejudice to the right of Endurance to claim compensation of any and all further damages in addition to the above penalties.

11 TRANSFER OF PROPERTY

- 11.1 The property of the Products and the related risks are intended transferred only with the delivery of the Products in accordance with the provisions of the reference Order.

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12 WARRANTY

- 12.1 The Supplier grants warranty for any discrepancies and defects of any kind, even if latent, so as for the proper, correct and good functioning of the Products supplied for a period of 3 (three) years from the delivery of the Products by Endurance, except as otherwise stated in the Specific Terms and Conditions.
- 12.2 In the case in which, during such warranty period, Endurance were to discover the existence of defects / discrepancies of the Products, it must notify in writing the Supplier within 60 days from the discovery and will have the right, at its sole discretion, to request, without prejudice to the compensation for any further damages:
- (i) that the aforementioned defects/discrepancies are eliminated by and at the expenses of the Supplier; in such case the Supplier must take all appropriate actions at its own expenses in order to provide timely repair and/or replacement of the Products that are not properly functioning and/or are affected by defects and/or discrepancies, within the deadline indicated by Endurance;
 - (ii) that the price is proportionally reduced and in any case compensated with any and all damage or cost suffered by Endurance, without prejudice however to the Supplier's liability for any further request for compensation of damages filed by Endurance.
- 12.3 If the Supplier fails to provide for the elimination of the defects discovered by Endurance, according to Endurance's request, the latter may take care of such activity directly or through third parties, at the expenses of the Supplier, without prejudice to the compensation for any cost and/or for any damage anyhow suffered or borne by Endurance.
- 12.4 If deemed necessary, at the sole discretion of Endurance in relation to the type and nature of the faults, defects and/or malfunctioning affecting one or more Products, the Supplier shall also, upon written request of Endurance and within the terms set by the latter, provide for the replacement of all the Products at its own care and expenses.
- 12.5 the Supplier guarantees in any case that the repaired and/or replaced Products will be covered by the same warranty for a period of 3 (three) years from the date of acceptance of the replacement or of the repair.

13 AFTER SALES SERVICE AND SPARE PARTS

- 13.1 Unless otherwise specified in the Order, the Supplier undertakes to provide the assistance service, the maintenance and spare parts of the Products for a period of at least 10 (ten) years from the date of termination of the first plant production of the Products.

14 LIABILITY OF THE SUPPLIER

- 14.1. The Supplier is exclusively liable for any damage caused to Endurance and/or to third parties for breach of the Law or for malpractice/negligence and for any damages, costs and/or expenses arising and/or connected to the supply of Products and to alleged defects and / or non-compliance of the same, without prejudice to the right of Endurance to compensate any amount due.
- 14.2. The Supplier is also solely liable for any injury or damage caused by its personnel to any employees or property used by Endurance and to third parties and / or property of third parties in general, this meaning that Endurance is free and relieved from any responsibility in this regard.

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- 14.3. In any case, the Supplier undertakes to hold harmless and indemnify Endurance from any and all claims for compensation of any kind, from anyone filed against Endurance for the acts, events or omissions indicated above, including by way of example and not of limitation, any judicial or extrajudicial claim filed by the personnel of the Supplier, by entities or by any third party in relation to the application or violation of Law.
- 14.4. The Supplier undertakes, in any case, to promptly inform – anyways not later than 5 (five) business days from the event – of any claim of third parties that has been formulated against it for any reason. If any third parties promote legal actions against Endurance, the Supplier will bear all charges and any resulting cost, including any expenses incurred for the legal defense. In this case, Endurance will promptly inform in writing the Supplier of such judicial actions.
- 14.5. The Supplier undertakes to refund Endurance any charge and expense beard by Endurance by way of compensation for damage caused to third parties by the Supplier and not compensated from the Supplier, authorizing since now Endurance to withhold from the sums due the Supplier, the amount of the expenses incurred in.
- 14.6. It remains however understood that in case of non-fulfillment of the obligations set out in the present article, Endurance will be entitled to terminate the Order pursuant to art. 16.

15 LIABILITY FROM PRODUCTS

- 15.1. The Supplier undertakes to keep harmless and indemnify Endurance from any claim of third parties concerning defects of the Products resulting from non -conformity / non-compliance with the provisions of Law referred to the protection of safety, health, environment and/or with regulations on construction and/or certification of Products, without any time limitation and therefore also beyond the expiry of the warranty period.
- 15.2. Endurance will inform the Supplier as soon as it becomes aware of the fact that the breach of the law provisions or the statement of its responsibility is connected to the defect or non-reliability / lack of safety of the Products supplied by the Supplier.

16 TERMINATION FOR BREACH OF THE SUPPLIER

- 16.1 Without prejudice to the right for compensation of damages, Endurance will be entitled to terminate the present General Terms and Conditions and/or any Order for fault of the Supplier, by means of a simple written notice pursuant to art. 1456 Italian Civil Code, in addition to the cases already expressly foreseen in other provisions of the present General Terms and Conditions or in the Specific Terms and Conditions, also upon occurrence of any of the following infringements:
- (i) breach of any of the obligations and/or of the warranties on ther Supplier’s side set out in art. 3 of the present General Terms and Conditions;
 - (ii) breach of the requirements and/or of the minimum technical specifications set by the Law and the Contractual Documentation of the Products;
 - (iii) delay in the delivery of the Products, respect to the specific Delivery Program set out in the specific Order, as determined by the Specific Terms and Conditions or respect to the different deadline stated in the Order and in the Specific Terms and Conditions;
 - (iv) repeated non-Compliance of the Products respect to the number and the terms stated in the Specific Terms and Conditions;

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- (v) if the Supplier has failed to fulfill one of the obligations set out in the reference Order and following a written order by Endurance fails to remedy the notified infringement within the deadline established by Endurance, in any case not less than 15 (fifteen) days.

17 WITHDRAWAL

- 17.1. Endurance will be entitled to withdraw from the present General Terms and Conditions and/or from any Order in any moment and for any reason by means of a written communication with a prior notice of 30 (thirty) days from the date of receipt of such communication.
- 17.2. In case of exercise of the right of withdrawal, Endurance will be required to pay in favor of the Supplier only the consideration for the Products delivered until the date of effectiveness of the withdrawal, provided that these have been duly accepted.
- 17.3. Endurance will also be entitled to withdraw with immediate effects from the present General Terms and Conditions and/or from all the ongoing Orders by means of a simple written communication, without prejudice to the right to compensation of damages, in case of changes in the financial conditions of the Supplier that jeopardizes the performance of the services and / or the execution of the contractual and economic obligations, as well as, for the case in which the Supplier is a legal entity or in any case a company, in case of any change of the ownership or of the corporate structure (including by way of example but not of limitation also the cases of sale/rent of the business or of a business unit, merger and / or demerger and the transfer of business or of a business unit in another company) or of the corporate control.
- 17.4. In case the specific relationship between Endurance and the Supplier is regulated through Open Orders, and the Contractual Documentation between the Parties does not provide for a duration, the Supplier shall have the right to terminate the relationship at any time by written communication to Endurance (through registered letter), giving not less than 6 (six) months notice (or more if implied by the common practice), starting from the date of receipt of the abovementioned communication by Endurance.

18 ACCEPTANCE OF THE ETHICAL REQUIREMENTS

- 18.1. The Supplier declares that it has taken note that Endurance, in its business relationships refers to the principles of business ethics set out in its Code of Ethics, available on Endurance's website at this address: <http://www.enduranceoverseas.com>, which the Supplier declares to have read.
- 18.2. The Supplier undertakes to operate in its business relationships with Endurance according to such principles and values.
- 18.3. The Supplier also undertakes to respect and to ensure compliance with such principles and values contained in the Code of Ethics and internationally recognized (SA8000), within its work environment and all along the supply chain.
- 18.4. Failure to comply with any of the requirements of this article by the Supplier will result in serious breach of obligations under these General Terms and Conditions and will entitle Endurance to terminate the present General Terms and Conditions and/or the Order in progress, for fault of the Supplier, pursuant to and for the purposes of art. 1456 Italian civil code, without prejudice to compensation for any further resulting and / or connected damage.

19 HANDLING OF PERSONAL DATA

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eo@pec.enduranceoverseas.com Website: www.enduranceoverseas.com

- 19.1. The personal data referred to the Supplier and acquired by Endurance for the issuance and execution of the Orders will be processed in accordance with the contractual requirements and with the fulfillment of the legal and contractual obligations as well as to obtain an effective management of business relationships.
- 19.2. The data will be handled in written form and/or on magnetic, electronic or telematic support.
- 19.3. The same transmission of the data is compulsory to the extent required by legal and contractual obligations and therefore any refusal to supply such data or the denial to the subsequent treatment may prevent Endurance from continuing the contractual relationship. The acquisition of data is therefore necessary and legally binding for the pursuit of the above-mentioned purposes and for the legitimate interest of the data controller, in accordance with the privacy and the data protection regulation.
- 19.4. Apart from the communications and disclosures carried out pursuant to legal obligations, the data may be disclosed in Italy and/or abroad to: the network of agents, factoring companies, banks, credit recovery companies, credit insurance companies, commercial information companies, professionals and consultants, companies operating in the transport sector; for the purpose of credit protection and for the better management of Endurance's rights concerning the single commercial relationship.
- 19.5. Identifying data of the data controller: Endurance Overseas S.r.l., with registered office in Via Del Boschetto 2/43, 10040 Lombardore (TO), ITA. E-mail: info@enduranceoverseas.com
- 19.6. The data will be processed for the entire duration of the established contractual relationship and for the fulfillment of all the legal and contractual obligations.
- 19.7. The Supplier, with reference to such data, can exercise the rights under Art. 7 of the legislative decree no. 196/2003 within the limits and conditions foreseen by articles 8, 9 and 10 of the same decree, together with the rights under art.15 et.seq. of EU GDPR 679/2016.
- 19.8. The Supplier takes note of what is provided by this article, he declares to have received complete information in accordance with art. 13 legislative decree no. 196/2003, and also with art.13-14 of EU GDPR 679/2016, together with a copy of art. 7 of the respective regulations and agrees to the use and disclosure of its data, defined as personal by the above mentioned law, within the limits, for the purposes and for the duration specified in therein.

20 FORCE MAJEURE

- 20.1 Neither Party shall be liable for the failure to fulfill its obligations arising from the Order, if it can prove that such failure is due to a force majeure event, meaning for force majeure event, an event (i) that is outside of the control of the Party which undergoes it (ii) that, at the moment of signature of the specific Orders, was not reasonably foreseeable, like its effects, by that Party and, (iii) that was not otherwise avoidable and / or remediable by the Party that suffers it.
- 20.2 At the occurrence of a force majeure event as defined above, the Party unable to fulfill its obligations will inform the other party, immediately and in writing, by registered letter, of the occurrence of such event, as well as of its effects.
- 20.3 If the force majeure circumstance is such as to cause a delay in the delivery of Products, inconsistent with the production requirements of Endurance, the latter will have the right to have the Products fulfilled by third parties during the period in which the event of force majeure lasts.
- 20.4 For the case in which the force majeure event persists for a period longer than 30 (thirty) days from the receipt of the said notice, Endurance will have the right to terminate the Order in relation to which the force majeure event occurred, by giving prior written notice to the Supplier, by registered letter.

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21 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

21.1 The Supplier acknowledges that all the information and the Endurance Equipment (including by way of example and not of limitation: the specifications, drawings, charts and all other technical specification, as well as the molds, equipment, tools, equipment, samples and any other material) that Endurance delivers for the supply of Products are and remain the exclusive property of Endurance and are subject to exclusive intellectual and industrial property of the latter.

The Supplier therefore undertakes not to use them in any way except for the execution of the Order. In particular, and by way of example and not of limitation, the Supplier undertakes:

- a) not to copy them and reproduce them, unless it is necessary for the execution of the Order;
- b) not to use them for productions unrelated to those specified in the Order or in favor of third parties;
- c) not to transmit them, disclose them to third parties or allow that third parties acquire knowledge about them, except in the case in which this is necessary for the execution of Order. In this case, however, it must be requested prior written permission from Endurance.

21.2 The Supplier undertakes to keep the material mentioned above (as well as the copies and reproductions of the same eventually carried out in relation to the Order) in good condition, bearing all responsibility connected with its possession, even for the case of loss or theft, and to return it to Endurance in good condition when it finishes to use it.

21.3 The breach of the obligations of the Supplier under this article will entitle Endurance to terminate all Orders in place to the detriment of the Supplier pursuant to art. 1456 Italian civil code, without prejudice to the right of Endurance to the compensation of damages.

22 CONFIDENTIALITY

22.1 Without prejudice to the foregoing, the Supplier undertakes not to disclose to third parties, without prior written consent of Endurance, the information provided by the latter for the execution of the Orders and to use them exclusively for such purposes.

22.2 The Supplier further agrees not to copy and not to allow others to make copies, extracts, notes or processing of any act or document containing the Information.

22.3 The Supplier declares and expressly guarantees that the Information will be made available only to the personnel who needs the Information for the execution of the Orders and expressly guarantees that these subjects will adhere and strictly observe the confidentiality obligations set out in this article, remaining responsible for any breach.

22.4 Even after the conclusion of the activities or the termination of the Order, the Supplier will not be authorized either explicitly or implicitly to use in any way, the Information, as well as any product, material and technology implemented during the manufacture of the Products. The Supplier undertakes, upon request of Endurance, to return all copies and documentation containing the Information or to destroy the same, giving confirmation of the destruction.

22.5 The confidentiality obligations referred to in this Article shall remain in force unless otherwise agreed in writing, as well as during the supply relationship, also for 5 (five) years following the termination of the same.

22.6 The Supplier undertakes to indemnify and hold harmless Endurance from any breach of the confidentiality obligations set out in this article, by bearing and reimbursing any and all costs or expenses, including legal and any further subsequent damage.

22.7 Breach of this article will entitle Endurance to terminate the pending Orders to the detriment of the Supplier, pursuant to art. 1456 civil code.

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23 PAYMENTS

- 23.1 Unless otherwise provided in the Order, payments shall be made by bank transfer, and in accordance with the provisions of each Order and of the Specific Terms and Conditions.
- 23.2 Any payment made by Endurance does not represent acceptance of the Products.
- 23.3 It remains also understood that: (i) Endurance is entitled to set off any amount referred to the consideration with any sum due, for whatever reason, even in terms of compensation of damages, by the Supplier in favor of Endurance; (ii) in the event of non-fulfillment by the Supplier, also partial, of any of the obligations contained in these General Terms and Conditions or in the Order, Endurance is entitled to suspend payment of the sums still due.

24 AMENDMENTS

- 24.1 Any modification, addition or exception to the present General Terms and Conditions, to the specific Order and to the Contractual Documentation must result, under penalty of nullity, in a written document accepted by the Parties.

25 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 25.1 The present General Terms and Conditions so as each Order issued by Endurance are regulated and interpreted according to Italian law.
- 25.2 Any dispute concerning the interpretation and/or the execution of these General Terms and Conditions and/or each Order will be devolved to the exclusive jurisdiction of the Court of Turin.

For acceptance

(Name of the Supplier) _____ (sign and stamp) _____

Pursuant to art. 1341 comma 2 and art. 1342 Italian Civil Code, the Supplier declares to have carefully read and to specifically approve in their entirety the following articles:

Art. 2 SCOPE OF APPLICATION AND VALIDITY ; Art. 8 PROHIBITION OF ASSIGNMENT OF THE ORDER AND OF THE CREDIT; Art. 10 PENALTIES ; Art. 11 TRANSFER OF PROPERTY; Art. 12 WARRANTY; Art. 16 TERMINATION FOR BREACH OF THE SUPPLIER ; Art. 17 WITHDRAWAL; Art. 23 PAYMENTS ;Art. 25 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

Date __ / __ / __

For acceptance

(Name of the Supplier) _____ (sign and stamp) _____

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