1. Definitions and introduction

“we”, “us” and “our” refer to the applicable seller among GKN Sinter Metals SpA or other members of the Group. “Group” means GKN plc and its group companies. Our agreement with you for the sale of goods or services (the “Contract”) consists of: (i) any terms that are expressly set out in this Contract; (ii) any confirmation we provide to you; (iii) any delivery note or invoice we provide to you; and (iv) these Conditions of Sale. If there is any inconsistency between any part of this list, the parts of the Contract placed higher in the list will take precedence.

2. Acceptance of orders or contract concluded; inspection

2.1 You may send us orders in writing, by phone, or electronically to place any order. Any order you send us will be an offer to purchase our goods and no binding contract will arise unless we accept your order in writing.

2.2 If you seek to impose additional or different terms on us, they will not form part of the Contract, and are excluded and rejected by these Conditions of Sale.

2.3 Any quotations given by us are not binding on us.

2.4 The goods or services covered by any order shall be deemed finally accepted and accepted by you 30 days after delivery or performance by us, unless you give us written notice of rejection or notice of claim within such 30 days.

2.5 You must establish and maintain an adequate system to identify and trace the goods delivered by us at all times that is compatible with our tracing system. We shall not be liable for any costs associated with breach of this clause.

3. Warranty and notice of defects

3.1 At the time our goods leave our factory or warehouse we warrant to you only the goods we sell to be free from defects in material (Sachmängel) unless otherwise agreed in writing, usual operating conditions and proper handling (including maintenance of goods in accordance with manuals and service bulletins). Written notice of any defect shall be given by you to us within ten (10) days after such defect(s) are detected or appear. The term of warranty is one year after the date of delivery. The warranty shall extend to goods damaged or subjected to accident, abuse, misuse or improper installation or maintenance after delivery nor to goods altered or repaired by a third party within one year of delivery. Any warranty period above shall continue for any parts replacing defective goods.

3.2 Where we perform services, they will be performed in accordance with the specifications in all material respects and they will be provided using reasonable care and skill.

3.3 Our obligation upon breach of warranty in relation to goods shall be limited to replacing or repairing (at our option) the particular goods which include installation, de-installation, dismantling, reassembling, inspection shall be at our plant, transportation costs prepaid by you.

3.4 Where we accept return of the goods, the returned goods or non-conformity claim must be first obtained from us. All returns, which shall be at your cost, must be accompanied with a complete written explanation of claimed defects and the circumstances of operational failure. Title in any returned goods is transferred to us upon receipt and we may scrap returned goods at our discretion.

4. VAT

Purchases are exclusive of any VAT, which will be payable by you in accordance with applicable law against receipt of an appropriate invoice from us.

5. Delivery

5.1 We will arrange delivery of the goods to, and you will accept delivery of the goods at, the agreed place of delivery and according to the terms of delivery set out in the Contract. Unless otherwise agreed in writing, delivery will occur within 120 days of delivery of the goods, unless the contract provides otherwise. Any delay in delivery of the goods, but not installation de-installation, dismantling or reassembling, inspection shall be at your cost, transportation costs prepaid by you.

5.2 We can provide estimated delivery dates, and any order is accepted by us on the basis that this is not of the essence.

5.3 Where the Contract allows the return of any goods based on a warranty claim must be first obtained from us. All returns, which shall be at your cost, must be accompanied with a complete written explanation of claimed defects and the circumstances of operational failure. Title in any returned goods is transferred to us upon receipt and we may scrap returned goods at our discretion.

6. Risk, ownership and duty of care

6.1 The goods are at your risk from the time of delivery.

6.2 All goods supplied by us will continue to belong to us until you have paid for them in full with all other amounts payable or owing to us. You are liable to transfer partial ownership to us, if you combine goods with other goods, or if you fail to make them available when asked, you agree that we can enter your premises to collect them.

6.3 You may at any time handle the goods with reasonable care and in accordance with our instructions as to storage, transportation, handling, safety and the environment, and must not do anything which might affect the quality or safety of the goods or the reputation of our brands.

7. Payment

7.1 You must pay us in full and in cleared funds within the period stated in the Contract, not to exceed 30 days after delivery of goods or performance of services.

7.2 You may not for any reason suspend payment or make any deduction by way of set-off.

8. Limitation of Liability

8.1 Notwithstanding any other contract term, our total liability for any claim or series of related claims however arising in connection with our performance or non-performance of the Contract shall be limited to an amount equal to the amount paid to you for the goods or services in relation to which the claim or series of related claims arises.

8.2 We will not liable for any claim however arising for: (i) loss of profits, revenue, goodwill, production, business, anticipated savings or the like in each case whether or not unforeseeable; or (ii) consequential or incidental damages or indirect loss.

8.3 Representations about the goods and directions for their use are made in accordance with the Contract and the description of the goods. Any goods made to order (OGM) are at your own risk. You should check the user manual and any relevant instructions before using.

8.4. We will not check the accuracy and completeness of information and data given to us by you, including specifications and drawings, and any information made available to you (including VAT). You are obliged to contractually and any guarantees assumed by us or defects maliciously concealed by us or other types of liability which by law cannot be excluded or limited.

9. Intellectual Property and Confidentiality

9.1 All intellectual property rights in and relating to the goods we supply to you, their manufacture, development and creation (including improvements to them in full or in part) and packaging of our goods, to you or to any third party at your request or upon your instructions, shall be exclusively governed by Italian law excluding its conflict of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you are incorporated or otherwise legally resident in any member state of the European Union, however, neither the CISG nor any other international law shall have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with the Contract or our subject matter (“Claims”). If not, any Claims shall be referred to and finally settled by arbitration in Milan in accordance with the rules of all arbitration authorities. Any arbitration without recourse to the ordinary court of law by one or more arbitrators appointed in accordance with those rules. The language of the arbitration shall be Italian.

(Supplier’s Signature)

Pursuant to Article 1341 and 1342 of the Italian Civil Code, the parties declare to expressly approve the following clauses: 2.4 (inspection and acceptance); 3 (warranty and notice of defects); 7.2 (payment and set-off); 8 (limitation of liability); 11 (termination and withdrawal); 12.5 (no transfer of your rights and obligations); 13 (applicable law, dispute resolution)

(Supplier’s Signature)