

The "General Purchase Conditions" below, must be understood to be an integral part of the purchase order. Any clause added by the Purchaser to the Purchase Order text with the same title, fully or partially voids and supersedes the corresponding clause of these General Purchase Conditions.

ARTICLE 1 - CORRESPONDENCE

All correspondence between the parties should always refer to the Purchaser's purchase order number and will be addressed, with the exception of invoices, to the Purchase Department.

ARTICLE 2 - TECHNICAL DOCUMENTATION

It is the Seller's responsibility to verify that the documentation in its possession for the completion of the supply is complete and up to date as indicated in the order.

ARTICLE 3 - CONFIRMATION AND ACCEPTANCE OF THE PURCHASE ORDER

The Seller must send the Purchaser, if requested, the purchase order acceptance form by electronic means, confirming its acceptance, within 3 days from the date of receipt of the purchase order.

ARTICLE 4 - SHIPMENTS

The Seller, in the case of Ex Works, must use the carriers and/or shipping agents indicated by the Purchaser. In the event of default, the Purchaser will charge the Seller the costs incurred. The release of the material is always subject to control to be carried out within 60 days of receipt. The recognised quality and weight are those found on arrival at the Purchaser's premises or in the places indicated by the same. In the case of international shipments, the following indications must be clearly visible on the packaging: Country of origin, gross and net weight, embarkation point, handling points, Supplier's company name and purchase order number.

ARTICLE 5 - PACKAGING CLEANING AND PROTECTION

The Seller shall arrange for the appropriate packaging of the materials to be supplied, as specified in the purchase order, or, if not specified in the order, according to the best techniques generally applied on the market. Means arriving at their destination with unloading difficulties will not be accepted and will be returned to the sender. Unless otherwise stated, the materials must be thoroughly and properly cleaned and protected by the Seller prior to shipment in order to avoid damage to the parts processed during loading/unloading and transportation and to ensure proper storage under normal environmental conditions. In any case, the Seller will be fully liable for any damage suffered by the material due to unsuitable packaging or inadequate cleaning and protection and will have to compensate the Purchaser for all consequences.

ARTICLE 6 - DELIVERY TERMS

Delivery terms are binding and essential and consequently no extensions are allowed without prior written approval of the Purchaser. With the exemption of different conditions, specifically indicated in the purchase order, the Seller shall be held liable for damages and costs incurred by the Purchaser as a result of delays in deliveries, unless such delays are caused by force majeure events. Without limitation or modification of the above, the Purchaser retains the right to cancel the purchase order in the case of delay in deliveries caused by the Seller. In the event the Seller fails to comply with the delivery date indicated in the purchase order, unless justified by a cause of force majeure, the Seller shall be held liable for the damage resulting from such delay and, the Purchaser may ask the Seller to pay the penalty thus calculated: 2% of the total amount of the purchase order for each full week of delay (or fraction thereof) up to a maximum of 10% of the total amount of the purchase order.

ARTICLE 7 CONFIDENTIALITY

The Seller and its staff shall keep "proprietary information" confidential and shall not disclose it to third parties unless expressly authorised to do so by the Purchaser. The Seller acknowledges and accepts the confidential nature of any "proprietary information" and acknowledges the irreparable damage that may arise to the Purchaser if it was disclosed to a third party or if used for unauthorised purposes without the prior written consent of the Purchaser. The Seller agrees to use any "proprietary information" only to conduct business with Purchaser, in accordance with the terms of this article. The Seller shall ensure that the Purchaser's proprietary information is kept confidential and shall prevent disclosure to third parties. The Seller will limit the disclosure of any "proprietary information" to its own staff, who need to know them and shall require such personnel comply with the confidentiality requirements. Upon completion or termination of the purchase order, or at the Purchaser's request, the Seller shall promptly return all materials belonging to this "proprietary information" and any copies thereof.

Excluded information - The Parties agree that the Seller's obligations with respect to the processing, disclosure, reproduction and use of such "proprietary information" shall not apply to the proprietary information portion(s) that: (a) is in the public domain prior to its receipt by Seller, or after the date of receipt without breach of Seller's purchase order; (b) is known, as evidenced by the documentation, to the Seller prior to the Purchaser's disclosure to the Seller; (c) the Seller may disclose upon the Purchaser's written approval; (d) is disclosed without restriction to the Seller by a third party having the right to do so in good faith, without violating the Seller's purchase order.

Seller Information - Unless otherwise specified in the purchase order, any information disclosed to the Purchaser shall be deemed to be disclosed without any financial or other obligations to the Purchaser to keep it confidential; the Purchaser shall have the right to use and disclose such information without any remuneration in addition to the one specified in the purchase order.

Intellectual property rights - The Seller agrees to transfer and assign to Purchaser and its designated persons, without further compensation, the entire right, title, property and interest in any part of the world, with reference to: a) all the technical information specifically produced by the Seller in the execution of the purchase order; b) all intellectual property specifically deriving from the Seller's activities in the execution of the purchase order; (c) any intellectual property relating to any material to be delivered on the basis of execution of the purchase order; d) any creation and invention made by using the Purchaser or its affiliates' equipment, supplies, material installations and/or "proprietary information".

Advertising - The Seller shall not make any statements, shall not snap or release any photograph (except for internal purposes in order to fulfil the services and/or create the material to be delivered), nor shall it release any information regarding the purchase order or part of it, or concerning its business relations with the Purchaser, any member of the public, press, company or other legal person, except as provided by applicable law, injunction or administrative order, without prior written consent from the Purchaser.

ARTICLE 8 - PURCHASER'S PROPERTY

During the execution of the purchase order the instruments, equipment or materials supplied by Purchaser to the Seller, or specifically paid by Purchaser, including any replacement parts or any other material, will and shall remain the property of the Purchaser.

ARTICLE 9 - ASSIGNMENT OF CREDITS

Credit assignment, specific collection orders or other deferred payment systems are not permitted without the prior and explicit approval of the Purchaser.

ARTICLE 10 - HARMFUL PRODUCTS

The Seller guarantees that the products are not: (a) classifiable as SVHC ref. Attachment XIV Regulation 1907/2006 "Reach" (b) classifiable (Regulation n. 1272/2008 "CLP") with the following risk phrases: H340 "can cause genetic alteration", H341 "suspected to generate genetic alteration", H350 "can cause cancer"; H351 "May cause cancer". In the event of classification following the sale, the Seller agrees to immediately notify it in writing to the N.C.M. S.p.A. Purchase Department and Safety Department.

ARTICLE 12 - CONTRACT TERMINATIONTermination without specific justification

The Purchaser shall always have the right to cancel the purchase order and shall inform Seller of this decision, with 30 days from the Seller's confirmation of the order. Once cancelled, the Purchaser and the Seller can negotiate any cancellation costs that may have been incurred by the Seller as a direct consequence of the cancellation. Such charges shall be reasonable, justified and documented and shall be considered as sole and final compensation due to the Seller due to the cancellation. Upon the Purchaser's payment of cancellation costs, the title of the property of the supplied material, including the items and articles of production already produced or in production and the related documentation, shall be agreed between the parties according to arising temporary situation. For the period during which the above mentioned material physically remains at the Seller's premises, the Seller will be held directly liable for its good conservation and custody.

Termination due to Seller default.

In the event the Seller fails to meet its obligations under the purchase order and these General Purchase Conditions (including the case of supply of defective material, material non-conformity to the indicated specifications, delivery delays) the Purchaser may, after notice of termination due to default, cancel all or part of the purchase order without any liability or payment of any cancellation expense; without prejudice to the materials shipped and accepted within a reasonable period of time after such termination. The Seller shall continue to fill the purchase order for any parts not cancelled.

Termination due to supplier bankruptcy or insolvency.

If bankruptcy or insolvency proceedings are initiated against the Seller, the Purchaser shall have the right, after notice of termination due to default, to cancel all or part of the purchase order without any liability or payment of any cancellation expense with the exception of the material, shipped and accepted within a reasonable period of time after such termination. This article should be considered in addition to any other rights and remedies guaranteed by applicable law, including compensation for any documented damage allegedly suffered by the Purchaser in connection with this article.

ARTICLE 13 - SETTLEMENT OF DISPUTES

Italian suppliers - Any controversy arising from or in connection with the order, including any question about its existence, validity or termination, shall be settled, if possible, by negotiation between the Parties. If a resolution can not be reached through negotiation, then the dispute will be resolved according to the arbitration rules set forth in the Italian Civil Code procedures ("Binding Arbitration") by three Arbitrators assigned in accordance with the above rules. Arbitration will be conducted in Italian and the arbitration venue will be Perugia (Italy). Arbitrators will apply Italian law, excluding the legal rules in contrast. The decision of the Arbitrators shall be final and binding for the Parties.

Non-Italian suppliers - Any dispute arising from or in connection with the order, including any question of its existence, validity or termination, the Parties shall initially seek to settle such dispute through mediation in accordance with the LCIA Mediation Procedure (London Court of International Arbitration), whose procedure is intended to be an integral part of this Article. If the dispute can not be resolved through the mediation procedure within 90 days of the appointment of the Mediator or within another period agreed in writing between the Parties, the dispute will be permanently resolved by arbitration in accordance with the LCIA Procedure, whose Procedure is intended to be an integral part of this Article. The number of Arbitrators will be one and the venue of the arbitration will be Perugia (Italy).

ARTICLE 14 - ORDER SUSPENSION

The Purchaser shall have the right to temporarily suspend, upon notice to the Seller, the order in whole or in part if circumstances occur such as to cause a significant change in the condition that led to the order being placed. Following receipt of the notification, the Seller will promptly suspend the execution of the work for the period indicated, taking care to safeguard the work still being performed and the material, supplies and equipment in its possession for the execution of the work. At any time, the Purchaser may cancel the suspension, for all or part of the suspended work, by notifying the Seller, specifying the effective date of the cancellation. The Seller will then resume work from the date specified in the notified cancellation.

ARTICLE 15 - INSURANCE

The Seller will take all necessary precautions to avoid any harm to the persons and property of Purchaser and/or third parties during the execution of the work that is the subject of the order, except where such injuries were unique and direct consequence of the negligence of the Purchaser or its Customers. It is understood that the Seller will indemnify and safeguard the Purchaser against any claim, however motivated by an action or omission by the Seller, its agents, employees or sub-suppliers. During the execution of the order, at its own expense, the Seller shall take out an all-risks general insurance policy, fully approved by the Purchaser, and shall supply, upon the Purchaser's request, the relevant certificate issued by its insurer. A specific insurance, where requested by the Purchaser, must expressly guarantee not only the value of the material or semi-finished product rendered unusable by the Seller, but also the cost of all the processes that the product would have completed before delivery to the Seller and the consequent controls. The amount of the insurance guarantee, if applicable, will be communicated from time to time on the Purchaser's purchase order to the Seller. The Seller also agrees not to cancel or modify the terms of the insurance without the prior consent of the Purchaser. In addition to the above, the Seller will compensate the Purchaser for damages to persons and property arising out of the use and sale of the material, in accordance with applicable Italian law on the insurance of goods sold.

ARTICLE 16 - CERTIFICATION

Each material supplied must be accompanied by the certification required in the delivery specifications and/or in line with that indicated in the order. Any further certification that, depending on the type of product, must be produced by the Seller without the need to be sent to the Purchaser, must be carefully stored by the Seller for a period of at least 10 years and promptly sent to the Purchaser in the case of its explicit request. In the case of materials shipped to a destination other than N.C.M. S.p.A., the certificates must always be shipped, together with the materials, to the recipient body.

All certification to be produced is an integral part of the supply for all intents and purposes. Failure to submit certification may constitute a reason to refuse the materials shipped by the Seller. Should, at the Purchaser's sole discretion, the materials be equally retained and used, the payment terms of the relevant invoice shall be in effect from the date of receipt of the missing documentation.

All certificates may also be sent to the Purchaser by mail to the following address: certificati@ncmonline.it;

ARTICLE 17 - PAYMENT

The payment terms are specified in the Purchase Order. Payment will be postponed in case of any non-compliance or defects in the delivered material encountered by the purchaser. In this case, payment will start from the date on which defects and non-conformities are corrected.

ARTICLE 18 - DOCUMENTS

The original invoice must be sent to the address indicated in the purchase order. The invoice must always include the purchase order number or, in lack thereof, the exact reference of who managed the request for the good or service. Invoices not containing this reference or invoices whose data do not allow for correct identification of the supply or of the services rendered will be considered incomplete and returned to the Seller. The invoice will be subject to the tax conditions in force at the time of issue. In the case of materials shipped to destinations other than the Purchaser's establishment/warehouse, a copy of the delivery documents must be sent to the Purchaser's Purchase Department that issued the purchase order for administrative purposes. No extra expense will be admitted in the invoice without the Purchaser's specific written acceptance (i.e. shipping, packaging, stamps, etc.). All business correspondence will be addressed to the Purchase Department, with the exception of invoices/payment documents that will be addressed to the Administrative Department.

ARTICLE 19 - REPLACEMENT SCRAPS AND CHARGES

The Seller agrees to replace any parts that may be discarded during testing and/or processing and/or assembly, for defects attributable to the Seller, within 15 days from the date of notification of non-compliance by of the Purchaser's Quality Department, and/or implement the other actions indicated in the above-mentioned notified claim document. If the deadline of 15gg cannot be confirmed, the new deadline must be defined and accepted by the Purchaser. Such replacement, where applicable, must be carried out ex works at the place of destination indicated in the order. In the case of the Seller's impossibility to make such replacement as a result of rendering semi-finished products received in subcontracting unusable, the Purchaser shall notify the Seller, through the above non-conformity, of the description of the accident as well as the amount to be charged as compensation. In this latter case, the unsuitable semi-finished product will remain at Purchaser's premises for as long as it is necessary to obtain authorization for return or disposal from N.C.M. S.p.A. In the case of authorisation for disposal, the semi-finished material becomes the Seller's property, who may pick it up from the Purchaser's premises within 60 days of the notification of availability. After that deadline, the Purchaser shall have the right to dispose of it. For any non-compliance of the product or process that the Purchaser will have to manager due to the Seller, N.C.M. S.p.A. will charge a flat fee of € 200.00. The Purchaser's guarantee for the required and documented indemnity is established, in addition to Seller's availability, also by the insurance coverage referred to in Article 15 of these General Purchase Conditions.

ARTICLE 20 - FIXED PRICING

Fixed prices are considered to be blocked even in the event of increased material prices or labour costs, for any cause or circumstance of force majeure, from the date of the order to the full execution of the contract or its termination, with express renunciation by the Seller to avail itself of the provisions of Articles 1467 and/or 1664 of the Italian Civil Code.

ARTICLE 21 - TESTING

Each order position must be checked by the Seller in accordance with the technical documentation referred to in the order. The Seller shall ensure it possesses such documentation in a complete and up-to-date manner and shall follow that specifically indicated in the Purchaser's Test Plan for details subject to such tests.

ARTICLE 22 - WARRANTY

The Seller guarantees the compliance of the supply in question and in any case that the supply is in accordance with the agreed features, standards and specifications, that the materials used are free from faults or defects and that the design and the workmanship have been professionally executed and in accordance with the latest technologies. Any approval for shipment by our Inspectors or Testers cannot be considered as discharge nor hold the Seller harmless from any liability arising out of the above warranty. Therefore, if the supply does not comply with the agreed features, standards and specifications during this period, or reveal faults or defects or non-conformities attributable or related to the materials used or to the design or workmanship performed, at Purchaser's Choice, the Seller shall: 1) replace the supply at its own expense and liability with an equivalent and compliant one in accordance with the requirements contained in the order; 2) repair defective or non-conforming supplies without delay.

The Purchaser reserves the right to: 1) permanently refuse the supply that does not comply with the requirements contained in the order, resulting in the order being cancelled due to the Seller's default. In this case, the Seller will pay all damages incurred and return the sums already received; 2) directly arrange, upon notice to the Seller, for the elimination of defects and non-conformities. All costs and expenses incurred for such activities will be refunded by the Seller upon simple request. The Purchaser retains the right to compensation with any other sums due to the Seller. In no case shall the Seller refuse or delay the refund. All parts repaired or replaced during the warranty period will be covered by a new warranty period equal to the original one.

Any part replaced or repaired under warranty, if requested to be returned by the Seller, will be returned at the expense of the same. In the latter case, any costs resulting from the re-use of the material made by Purchaser will be charged to the Seller. Any replacement, modification, or repair made by the Seller shall be completed within a set period of time which shall be agreed between the Parties as needed, according to the individual case. The warranty will cover any materials provided by the Seller or a

third party however connected to the Seller. The warranty will extend to Purchaser, its successors, dealers, and material users. This article should be considered in addition to any other rights and remedies guaranteed by applicable law, including compensation for any documented damage allegedly suffered by the Purchaser in connection with this article.

ARTICLE 23 - COMPLIANCE WITH LAWS AND THE SELLER'S PROCEDURES

The Seller declares, guarantees and certifies that it will observe and comply with all laws and regulations in force during the execution of the purchase order, including the laws of the European Union (such as directives, regulations and orders) and all national and local laws issued in the country where the intermediate and/or final delivery of the material will be carried out, within the limits of applicability to the material ordered by the Purchaser. The Seller's compliance with the aforementioned regulations shall be at the Seller's expense and under its responsibility. The Seller will also comply with all the Standard Requirements and Recordings of the Purchaser's Quality Management System, which must be received in a controlled form by the latter for the performance of the contract.

Environment, Health and Safety. The Seller shall comply with all regulations governing occupational safety and health, environmental quality, safety and health of workers, packaging, markings, shipping and documentation of hazardous materials. The Seller shall comply with all Purchaser's procedures related to the above mentioned matters and be brought to his knowledge in a controlled manner.

Chemicals in materials. The Seller guarantees that any chemical contained in the material sold or otherwise transferred to the Purchaser is included in the list of chemicals prepared and published by the European Inventory of Existing Commercial Chemical Substances (EINECS) and subsequent amendments, regulations and standards; or in equivalent lists applicable locally to the place where the materials will be sent. In any case, the material sold or transferred to the Purchaser must not contain arsenic, asbestos, PCB (polychlorobiphenyls), PCT (polychlorotriphenils) or other chemicals (limited by the Montreal Protocol). Any chemical or product supplied, used, shipped or otherwise brought onto the Purchaser or its Customer's site must be accompanied by a "Material Safety Certificate" (MSDS) in accordance with EU Directive 2001/58/EC and subsequent. The Purchaser reserves the right to deny the authorisation to introduce chemical substances/products at its discretion. The Seller certifies that the material complies with the new EU directives, the Global Approach Directives and the Harmonised Standards, including any relevant national and local regulations. The Seller certifies that in the supplied material there are not substances stated in the attachment XIV ref. Regulation 1907/2006 "Reach". Seller undertakes to keep this information up to date and to promptly notify the Purchaser of any changes that have occurred. The Purchaser reserves the right to block orders if the Seller's modifications have a negative impact on their processes or products.

CE Certification

The Seller declares, warrants and certifies that all materials specified in the Order of Purchase will comply with the EU Product Safety Directives, including, but not limited to, one or more of the following directives, where applicable: a) Machinery Directive (98/37 / EC and subsequent amendments - in this respect, the Seller must send a certification / declaration of conformity attesting the conformity of the product, to be included in the certification dossier together with the use and maintenance manual); b) Low Voltage Directive (93/68 /CE and subsequent amendments); c) Atex Directive 1 (94/09 /CE and subsequent amendments) and Atex 11 (99/92 /CE and subsequent amendments); d) Pressure Equipment Directive (97/23 /CE and subsequent amendments); e) Electromagnetic Compatibility Directive (89/336 /CE and subsequent amendments). The Seller must provide the Purchaser with the Declaration of Conformity and the User's Manual in Italian. The Seller undertakes to keep the documentation and information provided to Buyer up-to-date.

Export-Control. The Seller shall comply with all applicable Export-Control regulations and laws. The seller declares that the materials supplied are not originating in countries where armed conflicts are in progress.

ARTICLE 24 – COUNTERFEIT MATERIAL

The Supplier shall establish and maintain a process of prevention of any possible parts or materials and ensure that such parts will not be delivered to the buyer. To that end the Supplier must develop solid procedures to guarantee the customer. NCM, in order to prevent and mitigate the use of counterfeit material respects the requirements of SAE AS 6174, last applicable revision.

ARTICLE 25 - CHANGES

The Purchaser has the right to make changes to the Purchase Order at any time. Such modifications must be notified to the Seller and must be in writing in the variation to the purchase order. The Seller may confirm or reject the order variation(s) within 3 days of receipt of the documentation mentioned above. If any changes made by the Purchaser to the Purchase Order will result in an increase or decrease in the cost of the service or the time required to perform the service, the Parties may agree to a fair adjustment of the price or delivery schedule or both in writing. Such fair adjustment shall only include documented costs necessarily incurred by Seller, as a direct consequence of the change(s). Any Seller's request for compliance with this article will not be considered if it has not arrived within 10 working days of receipt by the Seller of the change notification.

ARTICLE 26 - SELLER'S PRIVACY

The Purchaser declares that any data subject to the privacy protection provided by the Seller in connection with the execution of the purchase order will be processed for the sole purpose of executing the same order and in accordance with Italian Law.

ARTICLE 27 - APPLICABLE LAW

The purchase order, its causes and general purchase conditions are governed, executed and interpreted in accordance with Italian law.