

## General condition of supply

### 1. Applicability of these General Conditions

1.1 – Except as otherwise expressly agreed in writing by Cablotech S.r.l. (“Cablotech”), these general conditions (the “General Conditions”) constitute an integral part of all contracts for the supply by Cablotech to customer businesses (the “Customer/s”), in Italy and/or abroad, of processing and products in the electrical wiring and control board sector, designed, manufactured and/or sold by Cablotech, as well as components thereof and/or spare parts therefor and sub-assemblies of electrical/electronic components (the “Products”). All offers, order confirmations, deliveries and invoices from Cablotech shall be deemed to have been made on the basis of these General Conditions, except as otherwise agreed in writing by Cablotech.

1.2 – These General Conditions shall be deemed to have been accepted by the Customer even if they differ from any general or special conditions of purchase of the Customer. The latter shall be considered to be of no effect and shall not be binding on Cablotech in any way unless Cablotech expressly accepts them in writing.

### 2. Contract formation – Acceptance of orders

2.1 – Each supply contract shall be deemed to have been entered into at the time the Customer receives from Cablotech written confirmation of the order placed by the Customer, which order Cablotech reserves the right to accept or reject. However, if the Customer receives from Cablotech a written order confirmation containing terms and conditions different from those in the order, the contract will be deemed to have been entered into 5 (five) working days following the Customer’s receipt of said order confirmation, if the Customer has made no written objection thereto to Cablotech. In the absence of written confirmation of the order by Cablotech, the contract shall be deemed to have been entered into, in any case, at the time the Products are delivered to the Customer and/or to the Customer’s carrier or forwarding agent, in accordance with the agreed commercial term, at the latest.

2.2 – It is understood that, in any event, Cablotech will not accept any order i) that does not precisely identify the ordered Products and quantities; ii) for Products in respect of which Cablotech has not previously received from the Customer and approved in writing the technical specifications, drawings, technical data and any samples necessary for the manufacture and supply of the Products in question. Cablotech further reserves the right not to accept orders for Products having an aggregate purchase price less than or equal to Euro 250 (two hundred fifty/00) (excluding VAT), it being understood that if Cablotech does accept such orders, it reserves the right to charge the Customer, directly in the relating invoice, the fixed sum of Euro 50 (fifty euros) (excluding VAT) by way of partial reimbursement for administrative and management expenses.

2.3 – The offers made by Cablotech to the Customer, if any, shall remain in force only for the period of time indicated therein and, when that period has elapsed, the offers shall expire without any need for revocation thereof. If not otherwise expressly indicated, the offer shall be deemed to remain in force for 60 (sixty) days from the date on which the offer is issued.

2.4 – Any cancellation of an order by the Customer shall be ineffective unless previously authorized or subsequently accepted, in writing, by Cablotech. If an order for Products to be realized by Cablotech on the basis of specifications provided by the Customer and/or to be supplied exclusively to the Customer is cancelled in whole or in part (and/or if the relating continuous supply ceases), Cablotech shall charge the Customer a penalty equal to the full amount of the order and/or the part of the order that was cancelled, without prejudice to Cablotech’s right to recover any additional damages actually suffered by Cablotech in terms of procurement, labor and processing time and other costs incurred.

2.5 – In the event of termination of the contractual relationship, the Customer shall purchase from Cablotech all of the materials (raw materials, unfinished and finished products) procured and/or manufactured by Cablotech in order to ensure that individual orders already issued by the Customer and/or reasonably expected by Cablotech would be filled, as well as to comply with continuous supply obligations.

2.6 – If the Customer asks Cablotech to make changes or variations to Products, the orders for which have already been confirmed, and/or Products governed by ongoing continuous supply agreements, the Customer must give Cablotech suitable advance notice of said requested changes or variations and, in any case, Cablotech will agree to the changes or variations only if they are possible in light of the status of production and if the Customer has provided Cablotech with the technical specifications, drawings, technical

data and any samples necessary for the manufacture and supply thereof. In any case, if the changes or variations to the Products also entail changes in the manufacturing costs and the time required for manufacturing, said changes or variations shall entitle Cablotech to a proportional adjustment of the prices and of any delivery dates provided for, without prejudice to the application of the provisions of article 2.5 above where necessary or appropriate.

2.7 – On or before the date on which the order is sent, the Customer shall further provide Cablotech with all relevant information concerning the placement and the use of the Products. In particular but not by way of limitation, if the Products will be resold by the Customer outside of Italy, the Customer shall inform Cablotech, in writing, by the time the order is sent, of all of the specific requirements relating to the ordered Products, such as, for example, any prior authorization, certification, standard or characteristic required by technical, environmental or administrative regulations or by any other law applicable in the country for which the Products are destined and necessary customs formalities. If the Customer fails timely to inform Cablotech, the latter shall not be liable for any failure of the Products to comply with the laws of the country for which they are destined and/or for any delay in delivery of the Products. It is understood that all costs and expenses faced by Cablotech in complying with said applicable laws shall be borne by the Customer alone and, if incurred by Cablotech, will be charged to the Customer in Cablotech’s invoice.

2.8 – All technical data, drawings, photographs and illustrations concerning the Products, contained in documents supplied by Cablotech and attached to Cablotech’s offers and/or contained in Cablotech’s catalogs, price lists, prospectuses, newsletters, advertisements, website or other explanatory documents, shall be deemed to be for reference purposes only and non-binding, except as otherwise expressly indicated in Cablotech’s offer and/or order confirmation.

### 3. Product prices

3.1 – The following prices shall apply to every purchase order: the prices indicated by Cablotech in the relevant offer or, in the absence thereof, the prices indicated by Cablotech to the Customer in Cablotech’s order confirmation.

3.2 – Unless otherwise agreed, the prices of Cablotech’s Products shall be deemed to be “EXW – Ex Works” Cablotech’s plant, Osteria Grande (Bologna), Italy, ICC Incoterms® 2010, and to exclude transport costs, customs duties, value added tax and other taxes. Therefore, the prices do not include any transport costs, insurance costs, taxes, stamp duties, customs expenses and other additional charges. Any expense incurred by Cablotech will therefore be charged to the Customer in Cablotech’s invoice, in whole or in part, and the Customer shall reimburse Cablotech therefor, on the terms and conditions indicated by Cablotech from time to time in its offer and/or order confirmation.

3.3 – Packaging costs shall be included in the prices of the Products, it being understood that Cablotech shall pack the Products using the type of packaging that Cablotech, in its discretion, deems most appropriate in light of the type of transport agreed upon with the Customer from time to time. Any particular packaging must be requested expressly by the Customer at or before the time the order is sent, shall be quoted by Cablotech separately and shall be agreed upon by Cablotech and the Customer expressly in writing.

3.4 – In the event of any increase in manufacturing costs (including, for example, taxes, personnel costs, costs relating to the procurement of components or materials or currency changes) arising from circumstances beyond Cablotech’s control during the term of a continuous supply contract, Cablotech shall be entitled to increase the prices of the Products charged to the Customer, in proportion to the increase faced by Cablotech, without prejudice to the prices of Products the orders for which have already been confirmed.

### 4. Delivery – Risk of loss - Transfer of title

4.1 – Unless otherwise agreed by Cablotech in writing, the Products shall be delivered to the Customer “EXW – Ex Works” Cablotech’s plant, Osteria Grande (Bologna). Said commercial term, as well as any other commercial term that may be agreed upon by the parties in writing, shall have the meaning given to it in the then current edition of the International Chamber of Commerce’s Incoterms®.

4.2 – In the event of delivery “EXW – Ex Works” Cablotech’s plant, Osteria

Grande (Bologna), ICC Incoterms® 2010, Cablotech shall not enter into any shipment or transportation contract with respect to the Products unless expressly requested to do so by the Customer in writing and at the Customer's risk and expense, and the shipment or transportation costs borne by Cablotech will be charged to the Customer in Cablotech's invoice, in addition to the agreed prices.

4.3 – If the Products are to be delivered at Cablotech's warehouses, Cablotech shall inform the Customer of the availability of the Products at Cablotech's warehouses and shall subsequently issue the relevant invoice. If the Customer fails to collect the Products within 15 (fifteen) working days following the date on which said Products become available at Cablotech's warehouses, Cablotech reserves the right to charge the Customer for the cost of conserving and storing the Products from the end of said 15 (fifteen) working day period until the date on which the Products are actually collected. The payment terms applicable pursuant to article 6 below shall remain binding for the Customer in any case, even if the Customer does not collect the Products in a timely manner.

4.4 – Title to the Products shall be transferred to the Customer at the time of delivery thereof, in accordance with the agreed ICC Incoterm®.

## 5. Time of delivery – Acceptance of delivery

5.1 – The delivery time-frames (or the delivery dates) indicated by Cablotech in the offer and/or order confirmation shall be considered to be for reference purposes only and non-binding for Cablotech. It is understood that, unless otherwise agreed by Cablotech in writing, the purchased Products shall be available for delivery to the Customer, at Cablotech's warehouse, in a period of time (or by a date) no less than 30 (thirty) days following the date on which Cablotech's order confirmation is issued (the "Minimum Delivery Time-frame").

5.2 – In the event of contrast between the delivery time-frames (or dates) requested by the Customer and the delivery time-frames (or dates) indicated by Cablotech in the order confirmation, the latter shall prevail, subject to the Minimum Delivery Time-frame. If the parties have agreed on an advance payment to be made by the Customer at the time the order confirmation is received, the Minimum Delivery Time-Frame shall be calculated from the date on which Cablotech receives said advance payment. In the case of Products to be realized on the basis of the Customer's instructions, the Minimum Delivery Time-Frame shall be calculated starting from the date on which Cablotech receives all of the final technical specifications, drawings and technical data requested by Cablotech and/or necessary and to be supplied by the Customer, for the manufacture and supply of the Products in question. In no event shall the delivery time-frames/dates be deemed to be of the essence for the Customer for purposes of article 1457 of the Italian Civil Code.

5.3 – Cablotech reserves the right to fill the order by means of partial deliveries and to issue partial invoices based on the deliveries made. If the Customer does not intend to accept partial deliveries of the goods, the Customer must so inform Cablotech in advance and in writing.

5.4. – Blanket purchase orders will be accepted by Cablotech pursuant to these General Conditions only if said orders have been issued by the Customer in accordance with i) the manner of issuing orders, ii) the periodic Product purchase and/or supply forecasts and the minimum and maximum purchase volumes and iii) the Minimum Delivery Time-frame, expressly agreed upon by the parties in writing.

## 6. Payment method – Remedies for failure to pay

6.1 – The Customer shall pay for the Products in the manner indicated by Cablotech in the offer, the order confirmation and/or the invoice sent by Cablotech to the Customer in each case.

6.2 – Upon i) failure to pay any Cablotech invoice or debit note by the payment deadline, or late or partial payment thereof; ii) the occurrence of events negatively affecting the Customer's assets or economic situation or iii) any other breach by the Customer, the sums owed by the Customer to Cablotech for the Products shall become immediately due and payable. Therefore, Cablotech shall be entitled, at any time and without having to give notice and/or carry out any other formality, to take immediate action to recover the sums owed to it, even if the amount of Cablotech's credit is not yet determined or if the payment deadline has not yet expired. Any claim by the Customer relating to flaws or defects in the Products, shall not entitle the Customer in any event to suspend or delay payment. The Customer may not commence or proceed with any action against Cablotech if the Customer has not first fully paid the price in accordance with the contract terms.

6.3 – In the cases referred to in article 6.2 above, Cablotech shall also be entitled, in its sole discretion and without incurring any liability for damages, i) not to fill the order, ii) to suspend delivery and/or refuse to deliver Products which have been ordered but not yet delivered (even if they are not the same Products for which payment was not made or was late), until such time as all sums owed by the Customer have been paid in full, iii) to revoke or reduce the amount of any line of credit offered to the Customer and/or iv) to require the

Customer to provide payment guarantees and/or change the payment terms or the manner of payment, both for supplies in progress and for subsequent supplies.

6.4 – If the Customer fails to pay a Cablotech invoice or debit note, in whole or in part, by the payment deadline, even if no formal notice of default is given, interest for late payment shall accrue on the unpaid sum, beginning from the payment deadline, at the rate contemplated by Legislative Decree 231/2002 as amended and in particular, subject to any change in the law, at the rate applied by the European Central Bank to its most recent main financing operations, increased by eight (8) percentage points, and the Customer shall also be liable for the bank expenses and the costs incurred in recovering the sums not timely paid; in any case, Cablotech shall be entitled to require payment of damages suffered by Cablotech in excess thereof.

## 7. Warranty

7.1 – Cablotech warrants that the Products shall be free from flaws and/or defects in materials and/or in the workmanship or processing of the Products and shall comply with the technical specifications, parameters and service levels expressly indicated and/or agreed to by Cablotech in writing or any samples supplied by Cablotech and/or expressly approved by Cablotech. Unless otherwise agreed in writing with the Customer, Cablotech may, in its sole discretion and without any obligation to do so, carry out internal tests in order to check the compliance of the Products with this warranty; it is understood that no such tests shall be carried out in cases in which electrical testing is technically impossible. Cablotech provides no warranty as to the compliance of the Products with industry technical regulations, specifications and technical requirements or as to the adequacy of the Products for specific uses, which have not been previously expressly accepted by Cablotech in writing.

7.2 – Any claim concerning flaws and/or defects in the Products must be received by Cablotech no later than 60 (sixty) days from the date of delivery of the Products to the Customer or, in the case of latent defects which cannot be identified by the Customer in the exercise of ordinary diligence, within 10 (ten) days of the discovery thereof and, in any case, no later than 12 (twelve) months following delivery of the Products to the Customer in accordance with the agreed ICC Incoterm®.

7.3 – Cablotech reserves the right first to examine the Products which the Customer claims to be flawed and/or defective, in order to determine whether there is in fact a defect and whether Cablotech is responsible for the defect. Only in cases in which, based on detailed images and information provided by the Customer together with the claim (such as the order number and the project number indicated by Cablotech), Cablotech determines that there is in fact a defect for which it is responsible, shall Cablotech, in its sole discretion, repair or replace the Products that Cablotech acknowledges to be defective or, where that is not possible, return all or part of the price that has already been paid by the Customer, without giving rise to any liability of Cablotech for direct, indirect or consequential damages of any sort, loss of profits or losses deriving from and/or relating to the Product flaws or defects. The Customer shall be entitled to return to Cablotech Products which the Customer claims to be flawed and/or defective, only after having obtained Cablotech's written authorization and on the terms and conditions agreed upon with Cablotech in each case. The Products must be returned perfectly packaged.

7.4 – If the Products are repaired or replaced pursuant to this warranty, the Customer shall receive the repaired or replacement Product at Cablotech's cost (including the cost of transportation). If, after having examined the Products, Cablotech does not acknowledge any flaw and/or defect, Cablotech shall be entitled to issue an invoice to the Customer for the costs incurred by Cablotech in examining the allegedly defective Products and to provide the Customer with an estimate of the cost of non-warranty repair or replacement.

7.5 – This warranty is exclusive and in lieu of any other warranty, whether written, oral or implied and, by accepting these General Conditions, the Customer expressly waives any such additional warranty (as well as any right of redress deriving from any installation of the Products in consumer goods).

7.6 – Cablotech shall not be liable for any flaws, defects or quality shortcomings in the Products deriving from: i) flaws, defects or shortcomings in the raw materials, components or other materials supplied by the Customer and/or procured by Cablotech in accordance with the Customer's instructions, ii) improper mounting, assembly or installation of the Products, iii) repairs, tampering or changes to the Products by the Customer; iv) negligence or incompetence of the Customer and/or of the Customer's customers or v) normal wear and tear, poor or inadequate conservation or maintenance of the Products, vi) the use of aggressive agents.

## 8. Capital and other equipment, materials and unfinished goods supplied by the Customer

8.1 – Should the Customer deliver to Cablotech capital equipment or other equipment (the "Equipment") to carry out the continuous supply of the Products, the Customer shall remain the owner of said Equipment and

Cablotech shall safeguard it, in a professional manner, and do everything it is able to do in order to avoid possible preventive measures by Cablotech's creditors, in accordance with the contract for use, free of charge, of said Equipment entered into by the parties. Said Equipment may remain in Cablotech's custody for the duration of the contractual Product supply relationship and, upon termination of the contract, the Customer shall timely collect the Equipment. If the Customer fails to collect the Equipment, Cablotech reserves the right to charge the Customer for the costs incurred by Cablotech in conserving and storing the Equipment.

8.2 – Should the Customer deliver to Cablotech raw materials, unfinished goods and/or materials (the "Materials") necessary for the manufacturing of the Products under a toll manufacturing arrangement, the Customer shall remain the owner of said Materials and Cablotech shall safeguard them, in a professional manner, and do everything it is able to do in order to avoid possible preventive measures by Cablotech's creditors. Upon delivery of said Materials, the Customer shall provide Cablotech with documentation evidencing the quantity and type of the Materials, as well as the transportation document and the relating invoice. Said Materials may remain in Cablotech's custody, at no charge to the Customer, for a period not exceeding 90 (ninety) days; thereafter, if Cablotech does not receive orders from the Customer contemplating the use of said Materials or if the Customer fails to collect said Materials, Cablotech reserves the right to charge the Customer for the costs incurred by Cablotech in conserving and storing the Materials following the end of said 90-day period.

## 9. Earlier termination

Without prejudice to any other remedy it may have, Cablotech shall be entitled to terminate, with immediate effect, each contract of sale entered into on the basis of these General Conditions or the continuous supply agreement, by sending the Customer notice of termination, by registered post, return receipt requested or certified e-mail, in the event of breach by the Customer of any of the Customer's obligations under these General Conditions, which breach is not cured by the Customer, to Cablotech's satisfaction, within 15 (fifteen) days following Cablotech's written demand to cure.

## 10. Know-how and confidential information

Cablotech's know-how and other confidential information (including, for example, but not limited to, personal data, technical and/or commercial data and drawings, plans, estimates, forecasts and analyses, trade secrets, financial information, information concerning products, services, customers, suppliers, software, formulas, inventions, manufacturing methods and processes whether or not patentable) belong exclusively to Cablotech and are made available to the Customer in absolute confidence, solely for purposes of the supply contract entered into on the basis of these General Conditions. Therefore, the Customer agrees to use Cablotech's confidential information solely to the extent strictly necessary for the performance of each contract and for the use of the relating Products. The Customer further agrees not to disclose said confidential information to third parties, except as authorized by Cablotech in writing.

## 11. Trademarks and other intellectual property rights

11.1 – The Customer acknowledges that the trademark on the Products and Product packaging, and any other marks, trade names or expressions used by Cablotech in promoting and selling the Products, belong exclusively to Cablotech.

11.2 – Therefore, the Customer shall not apply to register or allow third parties to apply to register or register, said trademark, trade name or expression, used by Cablotech in selling the Products (which are and shall remain the property of Cablotech alone) or terms or expressions similar to or susceptible of being confused with them.

11.3 – If Cablotech manufactures Products in accordance with the Customer's directions or if Cablotech applies to the Products any sort of procedure based on the Customer's instructions, the Customer shall compensate Cablotech for all losses, damages, costs and expenses incurred or suffered by Cablotech in connection with the Products or paid by Cablotech by way of settlement of any action brought against Cablotech for infringement of industrial designs, patents, copyright, trademarks or other industrial or intellectual property rights.

11.4 – Cablotech has not, to its knowledge, infringed and will not knowingly or willfully infringe any industrial designs, patents, copyright, trademarks or other industrial or intellectual property rights of third parties. In no event shall Cablotech be liable for any direct or indirect problem, loss, damage or expense of any sort incurred by the Customer as a result of Cablotech's infringement of any such intellectual property right, unless it is proven that Cablotech knew that the goods in question were manufactured or distributed in violation of a third party's pre-existing intellectual property right.

11.5 – Any wording, label and/or other description and/or identification placed on the Products sold by Cablotech and/or on the packaging thereof, shall not be removed without Cablotech's written consent. Any alteration

and/or change of wording, trademarks, technical data or labels in any way affixed by Cablotech shall constitute infringement and/or unlawful conduct in respect of which Cablotech may take legal action against the Customer and against any third party holder and/or successor in respect of Products purchased from the Customer. In such cases, the Customer's warranty rights in respect of the Products shall terminate.

## 12. Force majeure and limitation of liability

12.1 – In no event shall Cablotech be liable to the Customer for any breach caused by events beyond Cablotech's reasonable control, such as, for example, but not limited to, strikes or other union actions, difficulties in transportation, events occurring from natural causes, wars, demonstrations, seizures, embargoes, laws or regulations of any agency or authority, failure to deliver or delay in delivery of production materials by suppliers.

12.2 – The warranties and responsibilities of Cablotech, deriving from and relating to the contracts entered into on the basis of these General Conditions, are limited to those expressly provided for herein. Therefore, Cablotech shall have no additional responsibility in connection with the Products and in no event shall be liable for direct, indirect or consequential damages, loss of profits, direct or indirect losses of any sort (including injury to persons and property damage) arising from the purchase of the Products, except in cases of Cablotech's intentional wrongdoing or gross negligence. The Customer acknowledges that Cablotech's aggregate liability arising from and/or relating to the contracts entered into on the basis of these General Conditions shall, in all cases, be limited to the price paid by the Customer for the Products in question, in addition to the proceeds, if any, of Cablotech's insurance policies.

12.3 – The Customer shall have suitable insurance from a primary insurance company, covering the Customer's liability to third parties for injury to persons, property damage and interruption of business, wherever they may occur, with adequate limits of insurance for each event, including waiver by the insurance company of any subrogation right or recourse against Cablotech.

## 13. Applicable law – Competent court – Language

13.1 – These General Conditions and the supply contracts to which Cablotech is a party shall be governed in all respects by Italian law and, in particular, by law no. 192 of 1998 as subsequently amended (governing subcontracting in manufacturing) and, in the case of contracts for the international sale of goods as defined in article 1 of the Vienna Convention of 1980, by said Convention, to the extent that said Convention has not been derogated from by the parties in writing.

13.2 – All controversies arising from and/or relating to these General Conditions and sales of Products by Cablotech shall be resolved exclusively by the competent courts for the place in which Cablotech's registered office is located. Without prejudice to the foregoing, Cablotech shall be entitled to bring actions against the Customer before any court having jurisdiction over the Customer.

13.3 – These General Conditions of Supply are drafted in the Italian and English languages. In the event of doubts as to the interpretation hereof, the Italian language version shall prevail.

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Customer  
Stamp and signature of the duly authorized representative

The Customer hereby declares that it has read and understood the General Conditions of Supply of Cablotech S.r.l. and that it expressly approves the content of the following clauses pursuant to articles 1341 and 1342 of the Italian Civil Code:

1. Applicability of the General Conditions; 2. Contract formation – Acceptance of orders; 4. Delivery – Risk of loss – Transfer of title; 5. Time of delivery – Acceptance of delivery; 6. Payment method – Remedies for failure to pay; 7. Warranty – Claims – Limits of the warranty; 8. Capital and other equipment, materials and unfinished goods supplied by the Customer; 9. Earlier termination; 10. Know-how and confidential information; 11.2, 11.3 and 11.5 Infringement of industrial property rights; 12. Force majeure and limitation of liability; 13. Applicable law – Competent court.

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Customer  
Stamp and signature of the duly authorized representative