

ASTON SEALS SPA CONDITIONS OF PURCHASE

1 DEFINITIONS

1.1 The terms set out in these Conditions and listed below shall have the following meaning:

“Buyer”: the company belonging to the Buyer’s group identified as the Buyer.

“Buyer’s Group”: Compagnie Financière Michelin SaS (“CFM”) and all its subsidiary companies from time to time belonging to CFM.

“Conditions”: the general terms and conditions of purchase set out in this document and (unless otherwise required by the context) any specific terms or conditions agreed in writing between the Buyer and the Supplier.

“Contract”: the Order and the acceptance of the Order by the Supplier.

“Goods”: the goods which under the Contract the Buyer has agreed to purchase from the Supplier (including any part or parts of the Goods).

“Order”: the Buyer’s written instruction to supply the Goods and/or perform the Services, including these Conditions.

“Services”: the services which under the Contract the Buyer has agreed to purchase from the Supplier (including any part or parts of the Services).

“Supplier”: the individual, business or company identified as the Supplier.

1.2 A reference to a law or statutory provision is a reference to that law or provision as amended or re-enacted. Such reference includes any subordinate legislation made under that law or statutory provision, as amended or re-enacted.

1.3 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the meaning of the words preceding those terms.

2 SCOPE OF APPLICATIONS OF THE CONDITIONS

2.1 These Conditions govern the Contract and exclude any other terms or conditions approved on, delivered with, or contained in the Supplier’s quotation, acknowledgement or acceptance of order or similar document, and the Supplier waives any right it might otherwise have to rely on such terms.

2.2 These Conditions cancel and replace any previous version or edition of the Buyer’s purchase conditions.

2.3 Any variation to the Order or to these Conditions shall not be binding on the Buyer unless agreed in writing and signed by a duly authorised legal representative of the Buyer.

3 ORDINI

3.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services in accordance with these Conditions.

3.2 The Order shall be deemed accepted on the earlier of the date on which the Supplier issues written acceptance or performs any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

3.3 The Order number and date must be quoted by the Supplier on all dispatch notes, invoices, correspondence and packaging relating to the Order. The Buyer reserves the right to withhold payment if such information is not provided.

4 QUALITÀ E DIFETTI

4.1 The goods shall:

4.1.1 be of satisfactory quality and free from defects in design, materials and workmanship, and remain so for the longer of: (i) 12 months from the date of shipment of the Goods (or of products in which such Goods have been incorporated by the Buyer) to the Buyer’s customer; or (ii) the period for which the Supplier normally warrants such goods;

4.1.2 meet any performance specifications stated in the Order;

4.1.3 conform to any samples, models, descriptions, quantities or specifications provided to or approved by the Buyer;

4.1.4 comply with all legal and regulatory requirements relating to manufacture, labelling, packaging, storage, handling and delivery. essere in grado di soddisfare qualsiasi livello di prestazione specificata nell’Ordine;

4.2 The Services shall comply in all respects with the Order and any specification provided or approved by the Buyer and shall comply with all applicable legal and regulatory requirements.

4.3 The Buyer’s rights under these Conditions are in addition to statutory rights.

4.4 The Supplier shall maintain quality procedures and testing systems and, upon request, provide full details, test results and inspection reports.

4.5 The Supplier warrants that it holds all necessary licences and permits.

4.6 The Buyer may inspect and test Goods at any time prior to delivery; inspection does not relieve the Supplier of responsibility.

4.7 If Goods or Services do not comply, the Buyer may exercise remedies under clause 13.

4.8 Additionally, the Supplier shall reimburse all costs due to non-conforming Goods/Services, including:

- 4.8.1 a fixed amount of €150 (excluding VAT) for administrative handling;
- 4.8.2 any additional costs (rework, investigation, etc.).

5 INDEMNITY

- 5.1 The Supplier shall indemnify and hold the Purchaser harmless against any liability, loss, damage, injury, costs and expenses, whether direct, indirect or consequential (including legal and professional fees), incurred by the Purchaser as a result of or in connection with:
- 5.1.1 defective Goods or Services, including but not limited to defective workmanship, quality or materials;
 - 5.1.2 any infringement or alleged infringement of intellectual property rights arising from the possession, use, manufacture or supply of the Goods or the possession or use of any work resulting from the Services;
 - 5.1.3 any claim brought against the Purchaser for any liability;
 - 5.1.4 loss, damage, injury, costs or expenses suffered by the Purchaser's employees or agents or by any customer or third party, to the extent that such liability, loss, damage, injury, cost or expense is caused by, related to, or arises out of the Goods or the provision of the Services.
- 5.2 The Supplier shall, for the entire duration of the Contract, maintain adequate insurance coverage with a primary insurance company, commensurate with the nature of the Goods or Services provided. In any case, the coverage limits shall not be less than:
- €3,000,000 for the supply of goods
 - €1,000,000 for the provision of services

The Purchaser reserves the right to require higher coverage limits, up to €10,000,000, in relation to specific supplies deemed to present a higher risk. Upon request by the Purchaser, the Supplier shall provide evidence of the insurance coverage and its renewal.

6 DELIVERY AND EXECUTION

- 6.1 Unless otherwise agreed, the Goods shall be dispatched carriage paid, delivered duty paid (DDP), to the place of delivery specified by the Buyer. The Supplier shall unload the Goods as instructed by the Buyer.
- 6.2 The Goods shall be marked in accordance with the Buyer's instructions and adequately packed and protected so as to reach their destination in an undamaged condition.
- 6.3 The date of delivery of the Goods shall be specified in the Order, or if such date is not specified, delivery shall take place within 28 days from the Order.
- 6.4 The date or dates for the performance of the Services shall be those specified in the Order or such other date or dates as approved by the Buyer.
- 6.5 Time for delivery of the Goods and performance of the Services shall be of the essence.
- 6.6 The Supplier shall issue an invoice to the Buyer upon receipt of the Goods by the Buyer or completion of the Services, but with separate invoicing.
- 6.7 Notwithstanding clause 3.2, the Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which includes, among other things, the number of packages and contents and, in the case of partial delivery, the outstanding balance to be delivered.
- 6.8 Unless otherwise stipulated by the Buyer in the Order, deliveries of the Goods will only be accepted by the Buyer during normal business hours.
- 6.9 If all the Goods are not delivered or the performance of the Services is not completed by the due date, then, without prejudice to any other rights, the Buyer reserves the right to:
- 6.9.1 terminate the Contract in whole or in part;
 - 6.9.2 refuse to accept any subsequent delivery of the Goods and/or performance of the Services by the Supplier;
 - 6.9.3 recover from the Supplier any costs reasonably incurred by the Buyer in obtaining substitute Goods or Services from another supplier; and
 - 6.9.4 claim damages for any additional costs, losses or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to deliver the Goods in full or perform the Services in full by the due date.
- 6.10 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials relating to the Goods, whether or not the Goods are accepted by the Buyer.
- 6.11 The Supplier shall not deliver the Goods in instalments without the prior consent of the Buyer. Where the Buyer agrees to accept delivery by instalments, the Contract shall be construed as a separate contract in relation to each instalment. Nonetheless, failure by the Supplier to deliver any instalment shall entitle the Buyer, at its option, to treat the whole Contract as repudiated.
- 6.12 If the Goods delivered or Services performed exceed the quantities ordered, the Buyer shall not be bound to pay for the excess, and any excess shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 6.13 If the Goods delivered or Services performed are less than the quantities ordered, the Buyer shall have the right, but not the obligation, to:
- 6.13.1 accept the quantity of Goods or Services received and pay only for the quantity actually received. The Buyer may at its discretion cancel any missing Goods or Services remaining under the Contract; or
 - 6.13.2 reject the Goods or Services delivered and require the Supplier to supply the correct quantities. Rejected Goods or Services shall remain at the Supplier's risk and the Goods shall be returnable at the Supplier's expense.

- 6.14 The Buyer shall have the right to reject the Goods and/or rectify the Services that do not conform to what has been agreed in the Contract, and the Goods or Services shall not be deemed accepted until the Buyer has had a reasonable time to inspect them after delivery or performance or, if later, within a reasonable time after discovering any defect in the Goods or Services, such period in any case not being less than 30 days for Goods and 60 days for Services.
- 6.15 The Supplier shall give notice in writing to the Buyer of:
- 6.15.1 any delivery of Goods or associated items to the Goods which pose a toxic or any other hazard to the safety or health of persons or property and shall provide all details of such hazards and of the precautions which the Buyer should take in relation to delivery, storage, handling, installation and use of the Goods or items and enable the Buyer to comply with all relevant legislation relating to the Goods or items and/or such hazards; and
- 6.15.2 any delivery of perishable Goods or Goods of limited duration and any circumstances which may adversely affect the lifespan of such Goods.
- 6.16 If for any reason the Buyer is unable to accept delivery of the Goods at the time when they are due to be delivered, the Supplier shall, if its storage facilities permit, store the Goods safely until such time as the Buyer is able to accept delivery, and the Buyer shall pay the Supplier's reasonable charges for such storage.
- 6.17 Where the Supplier performs the Services at the Buyer's premises, the Supplier and/or its personnel shall comply with the Buyer's safety regulations and shall not, without the Buyer's prior written consent, use the Buyer's plant, tools, appliances or equipment. If such consent is given, the Supplier shall satisfy itself as to the suitability and adequacy of such plant, tools, appliances or equipment and shall assume all responsibility arising from their use.

7 RISK AND TITLE

- 7.1 The Goods shall remain at the Supplier's risk until completion of delivery to the Buyer (including unloading and stacking), at which point title to the Goods shall pass to the Buyer.

8 PRICE

- 8.1 The price of the Goods and/or Services shall be that stated in the Order and, unless otherwise agreed in writing by the Buyer, it excludes value added tax but includes all other charges.
- 8.2 The Buyer shall not accept any variation in price or any additional charges.
- 8.3 The Buyer shall be entitled to take advantage of any discount for prompt payment, bulk purchase or purchase volume that the Supplier normally offers.

9 PAYMENT

- 9.1 Unless otherwise agreed in writing, the Buyer shall pay the price of the Goods and/or Services by the end of the month following the month of delivery of the Goods or completion of the Services or, if later, after acceptance by the Buyer of the Goods and/or Services

10 CONFIDENTIALITY

- 10.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Buyer or its agents, or which are generated by the Supplier in the performance of the Order, and any other confidential information concerning the Buyer's business or its products. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations to the Buyer, and shall ensure that such employees, agents or subcontractors are subject to confidentiality obligations corresponding to those binding on the Supplier.
- 10.2 Notwithstanding clause 10.1, the Supplier may disclose the Buyer's confidential information to the extent required by law, by any governmental or regulatory authority, or by a court of competent jurisdiction.

11 BUYER'S PROPERTY

- 11.1 Materials, equipment, tools, dies, moulds and any copyrights, design rights and other intellectual property rights in all drawings, specifications and data supplied by the Buyer to the Supplier shall be used by the Supplier only for the manufacture of the Goods for supply to the Buyer or for the performance of the Services for the Buyer. Such items shall remain the exclusive property of the Buyer but shall be held by the Supplier in safe custody at its own risk and maintained in good condition until returned to the Buyer, and shall not be disposed of otherwise than in accordance with the Buyer's written instructions.
- 11.2 Any copyrights, design rights or other intellectual property rights created by the Supplier in the performance of the Services shall be the absolute property of the Buyer and shall be used only for the purpose of performing the Order and for no other purpose without the Buyer's prior written consent. At the request of the Buyer and at its expense, the Supplier shall execute all documents necessary to assign such intellectual property rights to the Buyer.
- 11.3 The Supplier shall have, or implement, systems to ensure that the Buyer's property is clearly identifiable and, where possible, physically marked as such

12 TERMINATION

- 12.1 The Buyer shall have the right to terminate the Contract in whole or in part at any time and for any reason by giving written notice to the Supplier, upon which all work under the Contract shall cease and the Buyer shall pay to the Supplier fair and reasonable compensation for work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any other loss.
- 12.2 The Buyer shall have the right at any time, by giving written notice to the Supplier, to terminate the Contract with immediate effect if:
- 12.2.1 following notice of breach from the Buyer to the Supplier, the Supplier fails to remedy such breach within fifteen (15) days;
- 12.2.2 any asset of the Supplier is subject to seizure or enforcement proceedings;
- 12.2.3 a bankruptcy petition is filed against the Supplier, or the Supplier makes any arrangement with its creditors or takes advantage of any statutory provision in force for the relief of insolvent debtors, or (being a legal entity) convenes a meeting of creditors or enters into liquidation, or is subject to the appointment of a receiver and/or administrator, trustee or similar officer, or any insolvency or quasi-insolvency proceedings;
- 12.2.4 the Supplier ceases or threatens to cease carrying on its business; or
- 12.2.5 the Supplier's financial position deteriorates to such an extent that, in the Buyer's opinion, the Supplier's ability to adequately fulfil its obligations under the Contract has been impaired.
- 12.3 Termination of the Contract for any reason shall not prejudice the Buyer's rights accrued prior to termination. Any provisions which expressly or by implication survive termination shall continue in full force and effect notwithstanding termination.

13 DAMAGES AND REMEDIES

- 13.1 Without prejudice to any other right or remedy of the Buyer, if any Goods are not supplied or Services are not performed in accordance with, or the Supplier fails to comply with, any term of the Contract, the Buyer shall be entitled to avail itself of one or more of the following remedies at its discretion, whether or not the Buyer has accepted any part of the Goods or Services
- 13.1.1 cancel the Order;
- 13.1.2 reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's risk and expense, on the basis that a full refund for the returned Goods shall be paid immediately by the Supplier;
- 13.1.3 reject the Services (in whole or in part) on the basis that a full refund for the rejected Services shall be paid immediately by the Supplier;
- 13.1.4 at the Buyer's option, allow the Supplier the opportunity to remedy any defect in the Goods or Services or to supply replacement Goods and/or Services and carry out any other work necessary to ensure compliance with the terms of the Contract;
- 13.1.5 refuse to accept any further deliveries of the Goods or Services without any liability to the Supplier;
- 13.1.6 carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Contract; and
- 13.1.7 claim compensation for damages suffered as a result of the Supplier's breaches of the Contract.

14 WARRANTY

- 14.1 Without prejudice to any other right of the Buyer, where under the terms of any warranty given on the resale of the Goods or on the sale of products incorporating the Goods, the Buyer is liable or has agreed to repair or replace the Goods, the Supplier shall, upon the Buyer's request, repair or replace the Goods (in accordance with the Supplier's instructions) and reimburse or pay to the Buyer all transport or labour costs incurred by the Buyer in satisfying such warranty claim or warranties given by the Buyer.

15 SET-OFF

- 15.1 The Buyer shall be entitled to set off any sum owed by the Buyer to the Supplier against any sum owed by the Supplier to the Buyer or to any other company within the Buyer's group and, in the case of any amount due to the Supplier from any other company within the Buyer's group, the Buyer shall be entitled on behalf of the Supplier to give that other company a valid discharge for any sum paid by it by way of set off against any sum owed to the Buyer by the Supplier.

16 FORCE MAJEURE

- 16.1 The Buyer reserves the right to defer the date of delivery of the Goods or performance of the Services or payment, or to cancel the Contract or reduce the volume of the Goods or extent of the Services ordered if it is prevented from or delayed in carrying on its business due to circumstances beyond its reasonable control, including, but not limited to, acts of God, governmental actions, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not involving its own workforce or that of any other party), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

17 COMPLIANCE WITH LAWS AND PROCEDURES

- 17.1 In the performance of its obligations under the Contract, the Supplier shall comply with all applicable laws in force from time to time.
- 17.2 The Supplier shall:
- 17.2.1 comply with all applicable anti-corruption laws and all related procedures of the Buyer as notified to the Supplier from time to time and shall not breach any such laws or procedures;
- 17.2.2 have and maintain in place, to the extent necessary, its own policies and procedures to ensure compliance with clause 17.2.1;

- 17.2.3 promptly inform the Buyer if any request or demand for any undue financial or other advantage is received by the Supplier in connection with the performance of the Contract, or if any foreign public official is appointed as an officer or employee of the Supplier or acquires an interest in the Supplier; and
- 17.2.4 ensure that any person performing any aspect of the Contract complies with this clause 17.1.
- 17.3 In the performance of its obligations under the Contract, the Supplier shall:
 - 17.3.1 comply with all applicable anti-slavery and human trafficking laws in force from time to time and all related Buyer procedures as notified to the Supplier from time to time and shall not breach any such laws or procedures;
 - 17.3.2 have and implement, to the extent necessary, its own policies and procedures to ensure compliance with clause 17.3.1; and
 - 17.3.3 require each of its subcontractors and suppliers to comply with anti-slavery policies and with all applicable laws, statutes, regulations and codes relating to slavery and human trafficking in force from time to time.

18 MISCELLANEOUS

- 18.1 The Supplier shall not assign or subcontract the Contract or any part of it without the prior written consent of the Buyer.
- 18.2 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 18.3 The Supplier shall not use the Contract or the Buyer's name in any promotional or advertising material without the prior written consent of the Buyer.
- 18.4 Any failure or delay by the Buyer in exercising any rights under the Contract shall not constitute a waiver of such rights.
- 18.5 Any waiver by the Buyer of any breach of, or default under, the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall not in any way affect the other terms of the Contract.
- 18.6 Any notice required or to be given by either party to the other under these Conditions shall be in writing and addressed to the other party at its registered office or such other address as may have been notified from time to time by the party to receive the notice.
- 18.7 These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of the Contract. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.
- 18.8 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the remainder of these Conditions.
- 18.9 Subject to clauses 18.1 and 18.2, these Conditions do not confer any rights or benefits on any third party to enforce any of these Conditions.
- 18.10 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Italian law and the parties submit to the exclusive jurisdiction of the Court of Modena. In any event, this clause 18.10 shall not limit the Buyer's right to bring proceedings in any other court of competent jurisdiction.

Date _____

THE BUYER _____

THE SUPPLIER _____

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Buyer expressly declares to approve the following clauses: 3 Orders; 4 Quality and defects; 5 Indemnity; 6 Delivery and performance; 7 Risk and title; 11 Buyer's property; 12 Termination; 13 Damages and remedies; 14 Warranty; 15 Set-off; 16 Force majeure; 17 Compliance with laws and procedures; 18 Miscellaneous.

THE BUYER _____

THE SUPPLIER _____