

GENERAL TERMS AND SALES CONDITIONS TRANSFLUID USA, L.L.C.

ARTICLE 1 - GENERAL PROVISIONS

Unless otherwise agreed in writing, these General Terms and Sales Conditions govern all present and future sales contracts between the parties. Any general terms and conditions of the Buyer shall not be part of the agreement between the parties unless Transfluid USA, L.L.C. agrees to them in writing. As used herein, the term "products" refers to finished products, components, spare parts, semi manufactured and any other goods furnished by Transfluid USA, L.L.C..

ARTICLE 2 - FORMATION OF THE CONTRACT

Any acceptance of Transfluid USA, L.L.C.'s quotation or of Transfluid USA, L.L.C.'s order acknowledgement by the Buyer constitutes Buyer's acceptance of these General Terms and Sales Conditions. Forwarded price lists, catalogs or informative material do not represent a quotation if not expressly identified as an offer by Transfluid USA, L.L.C.. A quotation issued by Transfluid USA, L.L.C. can be considered firm and irrevocable only if it is sent to the Buyer in writing and the expiration date of the quotation is specified. Verbal agreements or arrangements with Transfluid USA, L.L.C.'s agents, representatives or employees shall not be binding unless confirmed in writing by Transfluid USA, L.L.C..

ARTICLE 3 - DRAWINGS AND TECHNICAL DOCUMENTS

3.1 Informative data. Dimensions, performances, weights, colors and other details mentioned in the catalogs, reports, circular memo, advertisements, illustrations, price lists and any other advertising material displaying Transfluid USA, L.L.C.'s products are only approximations of such matters, and such information is not binding on Transfluid USA, L.L.C. if not expressly included in Transfluid USA, L.L.C.'s quotation or Transfluid USA, L.L.C.'s order acknowledgement.

3.2 Product Modifications. Transfluid USA, L.L.C. reserves the right to modify and improve the products at any time. In such event, Transfluid USA, L.L.C. shall inform the Buyer of the modification of the product if Buyer's order is affected thereby.

3.3 Drawings, documents, technical information. Any drawing or technical document submitted to the Buyer by Transfluid USA, L.L.C. shall be the exclusive property of Transfluid USA, L.L.C.. The Buyer shall not use, copy, reproduce, forward or communicate such information to a third party without the prior written consent of Transfluid USA, L.L.C..

ARTICLE 4 – LIMITED WARRANTY

4.1 Preamble. The limited warranty set hereafter is given by Transfluid USA, L.L.C. with respect to any products purchased by the Buyer from Transfluid USA, L.L.C.. This limited warranty shall not extend to anyone other than Buyer.

4.2 Duration and limits of the limited warranty. Transfluid USA, L.L.C. warrants the product sold to Buyer against defects in material and workmanship for a period of eighteen (18) months, commencing on the date of original purchase, and will, at its option, repair or replace, free of charge, any part found to be defective in material or workmanship in accordance with the conditions set forth below. This limited warranty shall apply only if the product has been operated and maintained in accordance with the maintenance manual for such product, and has not been subject to misuse, abuse, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water or damage because of other peril or natural disaster. Damage resulting from the installation or use of any replacement part not approved by Transfluid USA, L.L.C. for use with the product covered by this limited warranty will void the warranty as to any resulting damage. The Buyer shall handle all products that are not used for long periods of time in accordance with the guidelines of Transfluid USA, L.L.C., which guidelines will be supplied to the Buyer upon Buyer's request. The Buyer shall be required to maintain the products after installation in accordance with the maintenance manual supplied by Transfluid USA, L.L.C., and the Buyer's failure to do so shall void the warranty as to any resulting damage.

Buyer's use of the product in a manner which exceeds the limits set forth in the product catalog or installation manual, or Buyer's use of the products for applications that are not approved by Transfluid USA, L.L.C. shall void the warranty as to any resulting damage.

4.3 Services included/excluded in the limited warranty. **This limited warranty does not provide coverage for the following items or matters: (i) wear items or expendable items which become worn during normal use of the product; (ii) routine maintenance; (iii) normal deterioration of the exterior finish due to use; (iv) costs resulting from the removal of the Transfluid USA, L.L.C. product from the machinery in which it is installed, or the cost of reinstallation of such product; (v) packing and shipping charges related to the product; (vi) restoration of lubricants, piping, sound proof canopies, guards, and the like.** The Buyer may request the support of a specialized technician to disassemble/re-install/re-commission the product by sending a standard purchase order to Transfluid USA, L.L.C.. Transfluid USA, L.L.C. will invoice the work using the current labor rate schedule, and the Buyer shall pay Transfluid USA, L.L.C. for the invoice amount.

4.4 Conditions for requesting services under the limited warranty. As a condition to making a claim under the limited warranty, Buyer shall notify Transfluid USA, L.L.C. in writing within seven (7) days of discovering a defect in material or workmanship, and provide the following information: (i) product description; (ii) serial number of the product (if visible); (iii) specification number or product code; (iv) the date of purchase of the product and the delivery date; and (v) evidence that there is a defect in material or workmanship. If the product has been used by Buyer, Buyer also shall provide the following information to Transfluid USA, L.L.C.: (i) type of application for which the product was used; (ii) power and engine rpm, providing the make and model for endothermic engines); (iii) diameter, type, number of grooves and position of pulley (if visible); (iv) hours of operation.

4.5 Conditions for intervention. Transfluid USA, L.L.C. will indicate whether the product must be delivered or sent to an authorized center or directly to its own plant depending on the particular product, the failure indicated and the urgency of the repair. On receiving the product, Transfluid USA, L.L.C. or the authorized distributor will carry out a thorough analysis of the product. If Transfluid USA, L.L.C. deems the product to be covered by the limited warranty, Transfluid USA, L.L.C. will repair or replace the parts needed to restore it to full and safe working condition at no cost. If Transfluid USA, L.L.C. deems the product not to be covered by the warranty, Transfluid USA, L.L.C. will send a technical report explaining its decision, draw up an estimate for the repair, and repair the product upon receipt of the order from the Buyer. The repaired products will be returned to the Buyer freight collect, by the same means of transport that was used for the arrival (unless stated otherwise). Should the Buyer decide not to accept the estimate for the repair, the Buyer must communicate its decision in writing, explicitly asking for the parts to be scrapped or returned. The parts will be returned in their current state.

ARTICLE 5 – EXCLUSION OF ALL OTHER WARRANTIES AND LIMITATION OF REMEDIES

OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, THERE IS NO EXPRESS WARRANTY OR GUARANTY, WHETHER WRITTEN OR ORAL, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER OR RETAILER, WITH RESPECT TO THE PRODUCT, AND NO STATEMENT MADE BY ANY PERSON OR ENTITY SHALL BIND TRANSFLUID USA, L.L.C..

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES ARE EXCLUDED AND SHALL NOT APPLY TO THE PRODUCT.

THE EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE.

ARTICLE 6 - TECHNICAL NORMS AND LIABILITY OF MANUFACTURER

6.1 Technical norms. The uses, applications, tolerances, capacities and other technical characteristics (“technical norms”) of Transfluid USA, L.L.C.’s products are in accordance with the laws of United States. The Buyer assumes all risks of any discrepancy between the laws of the United States and the laws and regulations in force in the destination country of the products, if other than the United States. Buyer assumes the entire risk for any use of the products not in accordance with or inconsistent with the laws of the United States. If the Buyer resells the products, the Buyer shall be required to inform Buyer’s purchaser(s) of the provisions of this Article 6.

ARTICLE 7 - TERMS OF DELIVERY

7.1 Delivery of product. Unless otherwise agreed in writing by Transfluid USA, L.L.C., the delivery of products is FCA Transfluid USA, L.L.C., 150 Auburn Park Drive, Auburn, Georgia 30011 USA (INCOTERMS®2010), or EX WORKS Transfluid S.p.A., Via Guido Rossa 4, 21013 Gallarate (VA) Italy (INCOTERMS®2010), and shall be so even if Transfluid USA, L.L.C. or Transfluid S.p.A. coordinates the shipment, entirely or partly. In any case, unless agreed otherwise in writing, all logistical fees and risks will be charged to and borne by the Buyer.

7.2 Transfer of risks. The risks of loss shall pass to the Buyer at the time when Transfluid USA, L.L.C. notifies the Buyer that the products are available for collection at Transfluid USA, L.L.C. or at Transfluid S.p.A., at the locations identified in paragraph 7.1 above. In no case is the Buyer released from its obligation to Transfluid USA, L.L.C. when loss or damage occurs after the products leave Transfluid USA, L.L.C. or Transfluid S.p.A..

7.3 Delivery date. Delivery occurs when Transfluid USA, L.L.C. places the products at the disposal of Buyer, or when the Buyer or Buyer’s representative has been informed (by mail, e-mail, telephone, fax) the availability of the products, whichever first occurs. If the agreement requires payment in advance, Transfluid USA, L.L.C. shall not be required to deliver the product if Buyer has not paid Transfluid USA, L.L.C. in full. If the Buyer is required to communicate technical data, information concerning the machining, or other instructions needed for the product, the delivery date will not be set before such information has been provided to and received by Transfluid USA, L.L.C..

7.4 Transfluid USA, L.L.C. obligation to deliver. Unless otherwise expressly agreed in writing by Transfluid USA, L.L.C., any indicated date of delivery shall not be binding for Transfluid USA, L.L.C.. Unless agreed otherwise in writing by the parties, the approximate date of delivery is the one specified in the order acknowledgement. Should a delay in delivery be caused by the negligence of Transfluid USA, L.L.C., the Buyer may terminate the contract only as to products not yet delivered to Buyer, and only following Buyer’s good faith attempt to consult with Transfluid USA, L.L.C. and agree upon a new date of delivery. Transfluid USA, L.L.C. shall not in any event be held liable for damages resulting from delayed or failed deliveries, even whole or partial.

7.5 Buyer’s obligation to accept products. Buyer shall be required to accept the products, whether shipment is complete or partial, and whether the products are delivered prior or subsequent to the fixed delivery date.

7.6 Force Majeure. Transfluid USA, L.L.C. shall not be liable in any way for any default or delay due to contingencies beyond its control, or the control of its suppliers or subcontractors, which prevents or interferes with Transfluid USA, L.L.C. making delivery on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, floods, droughts and any other contingency affecting Transfluid USA, L.L.C., its suppliers, or subcontractors; and Transfluid USA, L.L.C. shall have the right to cancel a contract of sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event of delayed or extended shipping dates due to the above causes, and the

Buyer changes shipping instructions, any additional shipping charges shall be paid by the Buyer as a part of the purchase price.

ARTICLE 8 - PAYMENT

8.1 Prices and payment. Unless otherwise agreed in writing, all prices are given by Transfluid USA, L.L.C. on an FCA (INCOTERMS®2010) basis for goods to be delivered to Buyer at Transfluid USA, L.L.C.'s location set forth in Paragraph 7.1 above, or on an EX WORKS (INCOTERMS®2010) basis for goods to be delivered to Buyer at Transfluid S.p.A.'s location set forth in Paragraph 7.1 above. The payments, and any other amount due to Transfluid USA, L.L.C., are Net Prices. Unless otherwise stated, the payment must be paid at the time of the delivery. Any payment made to Transfluid USA, L.L.C.'s agents, representatives, sales auxiliary are not considered effective until received by Transfluid USA, L.L.C..

8.2 Delays in payment. If the Buyer delays or fails to make payments in the time and manner specified in the contract, Transfluid USA, L.L.C. is allowed, upon written notice, to suspend the delivery of the products, or terminate the executory portion of the contract, including any other executory contracts existing between Transfluid USA, L.L.C. and the Buyer. In such event, the Buyer shall be liable to TransfluidUSA, L.L.C. for damages incurred. A delay in payment gives Transfluid USA, L.L.C. the right to void the Limited Warranty (see Article 4), as long as the delay in payment persists. The Buyer shall not be allowed to claim damages against Transfluid USA, L.L.C. if payment is not received by Transfluid USA, L.L.C.. Moreover, the Buyer shall pay Transfluid USA, L.L.C. in full the entire amount due even in case of claim or dispute. Buyer shall not be entitled to offset any amount against its obligation to Transfluid USA, L.L.C..

8.3 Finance Charges, Collection Costs and Expenses. All bills not paid within with in the terms specified on the invoice will be assessed a late charge of 1.5% per month (18% per annum) on the unpaid balance until paid in full. In the event that Transfluid USA, L.L.C. brings any proceeding to collect amounts owed, Transfluid USA, L.L.C. shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts.

ARTICLE 9 - RETURN OF MERCHANDISE

Buyer may not return electrical parts/components. Transfluid USA, L.L.C. reserves the right to charge a restocking fee for returned product in an amount that Transfluid USA, L.L.C. determines in its sole discretion is reasonable. The Buyer shall be required to obtain prior written authorization from Transfluid USA, L.L.C. before returning any product. All products must be returned prepaid to Transfluid USA, L.L.C.'s designated outlet, unless otherwise instructed when the authorization is granted. Transfluid USA, L.L.C. reserves the right to deny authorization to return any product in its sole discretion. Transfluid USA, L.L.C. reserves the right to refuse unauthorized returns. All claims on returned goods must be made within thirty (30) days from delivery and accompanied by a receipt on which the original delivery was made.

ARTICLE 10 - RETENTION OF TITLE

If the payment is due, wholly or partially, after the delivery, the products shall remain property of Transfluid USA, L.L.C. until fully paid. The Buyer shall take all action requested by Transfluid USA, L.L.C. for Transfluid USA, L.L.C. to retain title or to grant a security interest in the product to Transfluid USA, L.L.C..

ARTICLE 11 SEVERABILITY

Any term found to be illegal or unenforceable shall be severed and shall not, in any way affect the validity of the contract.

ARTICLE 12 - JURISDICTION

All contracts between the parties shall be governed by the laws of the State of Georgia. Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Sales Conditions shall be brought in the Superior Court of Gwinnett County, Georgia. Transfluid

USA, L.L.C. and Buyer each consents to the exercise by such court of personal jurisdiction of it and waives any defense related to personal jurisdiction or venue.