



GENERAL TERMS AND CONDITIONS OF PURCHASE OF INALFA ROOF SYSTEMS GROUP

1. DEFINITIONS.

- The term "Terms and Conditions" ("Terms") shall be deemed to mean the provisions contained in this document.
- "Inalfa" means the entity which issues the Purchase Contract, and Inalfa affiliates mean all of the following except Inalfa: Inalfa Roof Systems Group B.V., Inalfa Roof Systems B.V., Inalfa Development & Support Services B.V. with statutory seat in Venray, The Netherlands, Inalfa Roof Systems, Inc., a Michigan corporation, Inalfa/SSI Roof Systems, L.L.C., a Michigan limited liability company, Nihon Inalfa Co. Ltd. of Yokohama, Japan, Yantai Inalfa Roof Systems Co. of Yantai, P.R. of China, Inalfa Roof Systems Korea, Ltd. of Mado, Korea, Inalfa Italia S.p.A., Italy and the companies affiliated with said companies at present or in the future, by means of a group or otherwise, which apply these Terms and Conditions.
- The term "Supplier" shall be deemed to mean the person or legal entity which enters or intends to enter into a contract with Inalfa to deliver goods to Inalfa in performance of a purchase contract.
- The term "Purchase Contract" shall be deemed to mean any purchase order or other agreement between Inalfa and the Supplier in the performance of which goods are (to be) supplied to Inalfa and is deemed to consist of the purchase order, Releases (defined below) issued under the purchase order, Quality Criteria (defined below), these Terms and all other documents specifically incorporated into or made a part of the Purchase Contract by Inalfa.

The term "goods" shall be deemed to mean all material objects to which the agreement relates, including without limitation, tooling, assemblies and parts, and, where appropriate, work and services to be provided by the Supplier.

2. GENERAL PROVISIONS.

2.1 These Terms apply to the requests for offers, the formation, the contents of and the compliance with any agreement and/or purchase contract in the performance of which goods are supplied to Inalfa.

2.2 THESE TERMS MAY BE LOCATED AT **WWW.INALFA-ROOFSYSTEMS.COM** ("INALFA SITE"). Supplier acknowledges receipt of these Terms and agrees that these Terms (unless otherwise directed by Inalfa in writing) include all amendments, changes and modifications thereto as may be subsequently posted on the INALFA SITE and same are deemed incorporated herein and binding on the Purchase Contract and Supplier.

The Supplier hereby agrees that the provisions of the Purchase Contract and these Terms of purchase are the sole provisions applicable to the purchase of the goods and that these provisions shall prevail over any additional or inconsistent terms contained or referred to in any communication at any time by the Supplier in whatever form. Notwithstanding the foregoing, Inalfa shall have the right to amend the Purchase Contract and to make changes by faxing, e-mailing or otherwise delivering written notice thereof to Supplier or posting such amendments on its website at WWW.INALFA-ROOFSYSTEMS.COM.

2.4 Supplier expressly agrees that it shall be deemed to have received written notice of amendments and Changes (as defined in Section 10.3) made under Sections 10.2 and/or 10.3 by Inalfa posting such amendments and/or Changes on the Inalfa Site and such notice will be deemed given and received as of the date of such posting.

2.5 Inalfa may from time to time post on the Inalfa Site supplier bulletins, certification requirements, non-conforming products notices, corrective actions required or demanded and other information and notices which Inalfa deems necessary or relevant to the performance of the Purchase Contract or otherwise and same shall be binding upon Supplier from and after the time of posting.

2.6 It is Supplier's responsibility to regularly and continually review the Inalfa Site for Changes, amendments, notices and information and Supplier will be deemed to have been duly notified if the applicable item is posted on the Inalfa Site and agrees to be bound by all such postings.

2.7 The Supplier agrees that the general terms of sale of the Supplier shall not apply to any Purchase Contract – not even in addition to these Terms, that any applicability of such general terms of sale is hereby expressly excluded.

2.8 Inalfa is not required to post these Terms or any other items on the Inalfa Site, but shall have the right to do so at any time.

3. PURCHASE CONTRACT, QUOTATIONS, ORDERS, ACCEPTANCE, ETC.

3.1 The Purchase Contract is an offer by Inalfa to purchase goods from Supplier on the terms in the Purchase Contract. Any Purchase Contract must either (i) exclusively be signed by a duly authorised representative of both parties, or (ii) be evidenced by a written order issued and signed by Inalfa and accepted by Supplier as provided herein.

3.2 Unless expressly stated otherwise all offers and price quotations of the Supplier shall be irrevocable, unless the withdrawal reaches Inalfa before or at the time of the offer.

3.3 Supplier shall be deemed to have accepted the Terms and Purchase Contract upon the earlier of (i) signing the Purchase Contract or an acknowledgement thereof or (ii) the commencement of any work by Supplier, including ordering or purchasing any materials or supplies, commencing the performance of any services or commencing the production of any goods (including tooling) or samples or (c) the shipment of any goods, whichever first occurs.

3.4 Any acceptance of the Purchase Contract is limited to acceptance of the Terms herein.

3.5 Inalfa and the Supplier agree that the orders, messages and all other information transferred to the other party by means of electronic data interchange may be regarded as the duly authorized and manifest will of the respective party and will be handled in the same manner as communications on paper.

3.6 The Purchase Contract can only be modified as set forth herein.

3.7 A Purchase Contract following a quotation or offer of the Supplier, or following a (blanket or long term) agreement in which future deliveries have been agreed upon by Inalfa, will be performed under the strict terms of that quotation, offer or agreement, but only to the extent accepted by Inalfa in writing, and in all events except as modified herein, and will be deemed to represent the full price of the entire performance of the Supplier, inclusive of all costs, taxes (excluding VAT), duties and additional expenses, provided, however, that Inalfa's acceptance is expressly limited to all of the Terms hereof governing such Purchase Contract and any additional, inconsistent or different terms in Supplier's quotation or offer are rejected.

3.8 Any reference made to trade terms (such as EXW, DDP, etc.) is deemed to be made to the relevant terms of the Incoterms, published by the International Chamber of Commerce, to the version current at the effective date of the Purchase Contract.

4. QUANTITY, RELEASES, ESTIMATES

4.1 Supplier shall strictly comply with the dates, times, quantities and instructions contained in the Purchase Contract and in any written requests from Inalfa for release of a specified amount of goods ("Releases").

4.2 Inalfa is not required to buy exclusively from Supplier unless the Purchase Contract expressly so states.

4.3 If the language of the Purchase Contract does not expressly commit to a specific amount, states zero, is indicated to be blanket or per release (or similar term), then: (i) Supplier is obligated to supply to Inalfa those requirements of Inalfa as are specified in writing by Inalfa in its Releases; and (ii) Inalfa is required to purchase no less than one piece or unit of the goods and no more than those quantities identified and authorized by Inalfa for release under Inalfa's written Releases.

4.4 Any estimate or forecast of volumes or term of the program under the Purchase Contract, from either Inalfa or Inalfa's customer, are estimates only, subject to modification from time to time, and are not binding upon Inalfa. Supplier assumes all risks regarding any changes thereto.

4.5 Inalfa is not obligated to purchase all of its requirement for the goods from Supplier. Supplier agrees to continue to supply as set forth in Inalfa's Purchase Contract and written releases until the Purchase Contract is otherwise terminated by Inalfa.

5. REVOCATION.

Inalfa may revoke the Purchase Contract without liability, in whole or in part, by notice to the Supplier prior to the delivery to Inalfa of the Purchase Contract executed by Supplier or written notice to Inalfa that Supplier has otherwise accepted the purchase contract in the manners provided herein. Unless otherwise specified in the notice, such revocation will be effective on the date such notice is given. No such revocation by Inalfa will be deemed a termination and the provisions of Section 6 shall not be applicable.

6. TERMINATION AT OPTION OF INALFA.

The Purchase Contract may be terminated by Inalfa, at its option in whole or in part, for any or no reason, at any time or from time to time upon written notice of termination to Supplier.

6.1 Under termination by Inalfa under this Section, Supplier shall immediately stop all work under the Purchase Contract or portion of the Purchase Contract terminated and shall stop incurring costs and shall cause its suppliers to stop all such work and to stop incurring costs. To the extent of the terminated portion of the Purchase Contract and subject to any setoff rights of Inalfa, Inalfa shall pay to Supplier the following amounts without duplication: (1) The applicable price stated in the Purchase Contract for the applicable goods which have been completed and accepted by Inalfa and not previously paid for, but only to the extent there is an outstanding Purchase Contract and release for such goods and such goods do not exceed amounts scheduled and authorized in writing under delivery releases under the Purchase Contract to be delivered as of the date of termination, (2) The actual costs (exclusive of profit) incurred by Supplier for work-in-process which cannot reasonably be used by Supplier in producing supplies for itself or for its other customers (but only to the extent the amount of work-in-process is reasonable, in Inalfa's judgment) in light of outstanding Purchase Contracts, written releases, Inalfa's delivery schedules, and normal flow times, does not exceed amounts scheduled in writing to be delivered within ten days following termination (when added to finished goods in (1) above) and only if same is properly allocable under recognized commercial accounting practices to the terminated portion of the Purchase Contract), less the reasonable value thereof if actually used or sold by Supplier, and (3) The reasonable costs incurred by Supplier in protecting property in its possession in which Inalfa has or may acquire an interest if Inalfa has requested such protection in writing. The above payments shall not exceed the aggregate price specified in the applicable Purchase Contract for goods under express written delivery release authorizations from Inalfa outstanding at the date of termination, less: (1) Payments otherwise made or to be made; (2) The price of any non-conforming, defective, damaged or destroyed goods or goods for which acceptance has been subsequently rejected or revoked; (3) The price of any goods otherwise not accepted by Inalfa; and (4) The price of any goods that are readily marketable elsewhere.

6.2 Any materials which Supplier has on hand as a result of any such termination, the costs of which are included in the settlement outlined above, shall be held by Supplier subject to disposal instructions from Inalfa.

6.3 Payment under this Section shall be Supplier's exclusive remedy and Inalfa's only liability in the event the Purchase Contract is terminated under this Section. Upon such payment to Supplier, all right, title and interest in work-

in-progress, goods and materials acquired by Supplier for the performance of the Purchase Contract shall immediately pass to Inalfa. Inalfa will not be liable to Supplier for any other costs, capital expenses, rental costs, soft costs, overhead, anticipated profits, damages, losses or any other amounts whatsoever upon termination other than as expressly set forth above.

6.4 Inalfa's obligations under this Section shall not apply if the Purchase Contract is terminated by Inalfa pursuant to the Termination For Breach Section below.

6.5 Supplier's claim for payment hereunder shall be submitted in detail and in writing to Inalfa within 60 days of the effective date of termination and any suit to enforce payment must be commenced within 1 year of such termination. If not timely and properly submitted, Supplier shall have waived and released its claim and same shall be null and void. Inalfa shall have the right to audit any termination claim hereunder and shall have access to Supplier's books and records for such purpose.

6.6 Any termination by Inalfa, whether by default or otherwise, shall be without prejudice to any claims for damages or other rights of Inalfa against Supplier, whether in the Purchase Contract or otherwise, and Supplier's obligations hereunder shall survive any termination.

7. TERMINATION FOR BREACH.

7.1 Upon any breach of Supplier under the Purchase Contract, including any breach of these Terms, or under any other agreement with Inalfa or any of its affiliates, Inalfa may terminate the Purchase Contract or any part hereof effective upon written notice to Supplier. In the event of termination, Supplier shall immediately stop all work under the Purchase Contract or portion of the Purchase Contract terminated, shall cause its suppliers to stop all such work and shall stop incurring costs. Inalfa shall not be liable to Supplier for any amount and Supplier shall be liable to Inalfa for any and all collection costs, attorney fees and expenses and all other damages, including incidental and consequential damages, arising out of the Supplier's breach or Inalfa's termination under this Section. In addition to all of Inalfa's other rights under the Purchase Contract or applicable law, Inalfa may purchase or manufacture similar goods and Supplier shall cover all costs thereof, including without limitation all costs of transitioning the work, obtaining approvals and all related expenses and damages and/or require Supplier to transfer title and deliver to Inalfa any and all goods produced or procured by Supplier under any Purchase Contract, and Supplier shall be liable to Inalfa for any excess costs to Inalfa. Any termination by Inalfa, whether by default or otherwise, shall be without prejudice to any claims for damages or other rights of Inalfa against Supplier, whether in the Purchase Contract or otherwise, and Supplier's obligations hereunder shall survive any termination.

8. EQUIPMENT PROVISIONS.

If the Purchase Contract includes or relates to Supplier's purchase of equipment or tools that is not to be inventory or for resale, Inalfa will have an absolute and immediate right to purchase said equipment for the lesser of the Supplier's book value or Supplier's actual cost, in either case less any amounts allocated thereto under the Purchase Contract prior to termination.

9. PRICE AND PAYMENT AND PRICE WARRANTIES.

9.1 Unless otherwise agreed in writing, the price is firm, does not include VAT (which shall be paid by Supplier), and is not subject to any price adjustment.

9.2 Payments for the goods will in no event be due before invoiced to Inalfa with details of goods itemised and specified in accordance with the instructions of Inalfa. Supplier shall not invoice prior to delivery.

9.3 Unless otherwise agreed in writing, payment of the price and any other sum due by Inalfa to the Supplier shall be on open account and time of payment shall be the later of: (i) 60 days after the end of the month in which the invoice, as required above, was received by Inalfa; or (ii) 30 days after Inalfa is paid on its related PPAP invoice to its customer.

9.4 Prices include all customs, duties, tariffs, taxes (including income, excise and sales taxes) and expenses with regard to the sale, manufacture, distribution or provision of the goods.

9.5 Inalfa retains any and all custom duty drawback rights (by substitution or otherwise) which are transferable from Supplier to Inalfa and same shall at all times be reserved for and credited to Inalfa. Supplier shall timely inform Inalfa of any such rights and supply Inalfa with all documents required for Inalfa to obtain such drawback.

9.6 Without prejudice to article 9.5, the amounts due shall, unless otherwise agreed, be transferred by teletransmission of otherwise to the Supplier's bank as communicated by the Supplier. Inalfa shall be deemed to have performed its payment obligations when the respective sums due have been debited to Inalfa's bank account.

9.7 Inalfa is authorized to set off against payments due to the Supplier or any of its affiliates (under the Purchase Contract or payments due from Inalfa under any other agreement) any and all obligations of Supplier or its affiliates to Inalfa or any of the Inalfa affiliates (whether arising hereunder or under any other agreement).

9.8 Payment of the invoice of the Supplier shall never be interpreted as a recognition of the correct performance of the Supplier of its obligations under a Purchase Contract or acceptance of any goods or for any other reason.

9.9 Prices to Inalfa under the Purchase Contract shall not increase due to Supplier's costs increases.

9.10 Supplier warrants that the prices for the goods under this Purchase Contract are, and shall ensure that such prices remain, not less favorable to Inalfa than the prices currently extended to any other customer of supplier for the same or substantially similar goods or services in the same or substantially similar quantities and delivery requirements. If supplier reduces the prices of such same or substantially similar goods or services during the term of this Purchase contract, supplier agrees to reduce the prices of the goods correspondingly.

9.11 Supplier expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, increases in raw materials costs, inflation, increases in labor and other manufacturing costs.

9.12 Supplier guarantees that the goods remain competitive, in terms of price, technology and quality, with substantially similar goods and services available to Inalfa from other suppliers.

10. MODIFICATION OF PURCHASE ORDER.

10.1 The Purchase Contract and these Terms contain the complete and final agreement between Inalfa and Supplier and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Inalfa unless made in writing and signed by Inalfa's authorized representative.

10.2 Notwithstanding the foregoing, Inalfa shall have the right to amend the Purchase Contract to make changes in drawings, specifications or designs, method of shipment or packing or place of performance by mailing written notice thereof to Supplier. Any difference in price from such changes shall be equitably adjusted between Inalfa and Supplier in writing.

10.3 Subject to the terms of this Section 10.3, additional terms and conditions and/or modifications ("Changes") of the Purchase Contract other than those set forth in 10.2 may be made by Inalfa. Inalfa shall give Supplier written notice of such changes at least 30 days prior to the effective date of the Changes. Such Changes shall be deemed accepted by Supplier and incorporated into the Purchase Contract unless Supplier, within 15 days of the date of Inalfa's notice, delivers its written objections to any of the Changes to Inalfa. If Supplier so objects, Inalfa may either terminate this Purchase Contract by written notice to Supplier setting forth the effective termination date or may continue the Purchase Contract without the Changes so objected to.

11. DELIVERY AND TERMS OF DELIVERY.

11.1 All deliveries must be made strictly in compliance with the Purchase Contract and Inalfa's delivery schedules as issued by Inalfa from time to time. At such scheduled delivery date and time the Supplier must deliver the goods, hand over any documents relating to them and transfer clear title and full possession of the goods in compliance with the Purchase Contract. The Supplier warrants that the goods delivered are free from any right, lien or claim of a third party.

Inalfa is not obligated to accept partial deliveries, unless otherwise agreed in writing.

11.2 If no other delivery terms are determined in the Purchase Contract, the Supplier shall place the goods at Inalfa's disposal at the plant address stated in the Purchase Contract, Delivered Duty Paid (DDP).

11.3 The Supplier shall notify Inalfa in writing as soon as it becomes apparent that there is a risk the Supplier will not be able to deliver the goods in conformity with the Purchase Contract. Late delivery will be prima facie evidence of the default of the Supplier.

11.4 If and when a delay in the delivery of any goods is established, Inalfa, in addition to all other remedies herein, is entitled to claim a penalty equal to 10 %, but with a minimum of € 450, or such other percentage as may be agreed in writing, of the purchase price of those goods for each complete week of delay, without prejudice to any and all other remedies under

the Purchase Contract and notably the right to full recovery of all direct and indirect damages.

11.5 If delivery is not completed pursuant to Inalfa's schedule, Inalfa, in addition to its other rights and remedies hereunder can take such actions as it deems necessary to meet such schedules, including expedited shipping and routing at Supplier's cost and expense. The Supplier shall immediately report any event, occurred or expected, which may reasonably affect delivery.

11.6 Supplier shall not ship any goods except as are expressly authorized to be shipped by the Purchase Contract or by Inalfa's written releases. Inalfa accepts no liability for goods which have been delivered in excess of Inalfa's written release request and such goods can be returned, shipping charges collect, to the Supplier at its expense or, at Inalfa's option and at Supplier's risk and cost, held by Inalfa in storage until the next scheduled deliver date, with payment withheld accordingly.

11.7 Additionally, Inalfa shall not be responsible for any procurements or commitments made by Supplier in advance of those specifically authorized by Inalfa in writing as necessary to comply with Inalfa's schedules as set forth in the applicable Purchase Contract.

12 CONFORMANCE.

12.1 The Supplier will deliver only goods that conform in all respects to the requirements described or referred to in the Purchase Contract and are, in particular, of the quantity, quality and description required by the Purchase Contract.

12.2 Conforming Goods are goods which satisfy each and every of the following:

- a. are fit for the purpose for which the goods of the same description would ordinarily be used, and
- b. are fit for the particular purpose intended by Inalfa and/or its direct and/or indirect customer, and
- c. are in conformity with the standard specifications of the Supplier and possess the qualities of goods which the Supplier has held out to Inalfa as a prototype, sample or model, and
- d. are new and of new materials, and
- e. are in strict conformity with the specifications, requirements, drawings, quality standards and agreements or other information provided by Inalfa to the Supplier, down to the smallest detail and with the highest possible degree of perfection, and
- f. are of merchantable quality and are free from design, material, workmanship and construction errors or defects, toxic material, consist only of first quality material and are "state of the art" at the time of each delivery, and
- g. comply with any national, international and supranational laws, legal rules, regulations, directives and other governmental provisions regarding the goods and the products which do or shall contain the goods, and

- h. are accompanied with requisite clear written manuals, guidance notes, warnings and instructions as may be necessary to ensure the proper and safe handling, use and storage of the goods by Inalfa or its customers, including any necessary instructions and advise as to accident procedures and environmental containment measures, and
- i. do not breach any warranty contained hereunder or otherwise given by the Supplier,
- j. are free of all liens, claims, encumbrances whatsoever; and
- k. are supplied in accordance with procedures that comply with the requirements of ISO9000 or any updated or related certifications from time to time required by Inalfa, and/or other similar generally recognised system of quality assurance.

All goods that fully comply with Section 12.1 and this Section 12.2 are "Conforming Goods".

All goods that do not fully comply with Section 12.1 and this Section 12.2 are "Nonconforming Goods".

12.3 The Supplier undertakes to make sure it has asked and obtained all information from Inalfa in order to be clearly informed about any particular use Inalfa wants to make of the goods to be supplied. If the Supplier has reasons to doubt whether the technical specifications received by Inalfa are compatible with the particular use Inalfa wants to make of the goods, it will notify Inalfa of this in writing timely and prior to the beginning of the execution of a Purchase Contract.

12.4 The Supplier will promote continuous quality improvement in the design, manufacture, production and distribution of the goods. The Supplier shall comply with the quality assurance processes, programs, inspections and standards specified by Inalfa or its customer.

13 INSPECTION AND ACCEPTANCE.

13.1 Inalfa's acceptance of initial samples from production tooling shall in no manner constitute acceptance of the goods and does not limit the Supplier's warranty liability contained herein nor Inalfa's rights to further inspect, test and/or reject the goods as provided herein or under applicable law.

13.2 Delivery of Nonconforming Goods shall be a breach by Supplier hereof and of the Purchase Contract.

13.3 Pre-Production Components: Prior to shipping goods which are pre-production components, Supplier must deliver full GP11 data to its Inalfa SQE contact. The Inalfa SQE will review the data and either approve or reject. If the data is not approved, the Supplier shall not ship the goods unless written permission is given by the Inalfa SQE. In the event Supplier ships goods without such SQE approval, Inalfa has the right in its sole discretion to not accept delivery, to accept delivery but not accept the goods and/or to return the goods to the Supplier at Supplier's sole cost and expense.

13.4 Supplier acknowledges, that Inalfa cannot reasonably be expected to arrange for, and therefore will not, inspect deliveries or the delivered goods on an individual basis. Inalfa is however entitled to carry out representative acceptance tests with respect to the goods. Inalfa shall also be entitled

to, but shall in no manner be deemed to be required to, make inspections, tests and other investigations at Supplier's premises, either itself or through a third party and Supplier shall permit such access, including access to any assistance, tools and/or equipment reasonably necessary to inspect such goods and confirm any processes in manufacturing such goods as may be requested by Inalfa. Verification by Inalfa shall not absolve the Supplier of the responsibility to provide Conforming Goods, nor shall it preclude subsequent rejection by Inalfa.

13.5 Inalfa will inform Supplier on request of the test methods and the selection criteria used, which will be, at Inalfa's option, binding with respect to the initial assessment of the quantity and quality of the whole delivery.

13.6 An acknowledgement of receipt signed by Inalfa-employees or third parties commissioned to transport the goods, will only be interpreted as an acceptance of external condition of the goods and will in no event be deemed to be an acceptance of the goods by Inalfa or a waiver of any rights of Inalfa to enforce its rights under the Purchase Contract at any time.

All goods are subject to final inspection as determined by Inalfa and no such preliminary or representative inspection shall be deemed a substitution or waiver thereof by Inalfa. Inalfa shall have the right to inspect all such goods and to reject any and all goods which are in its judgment, Nonconforming Goods or otherwise defective. Goods so rejected and/or goods supplied in excess of quantities called for herein may be returned to Supplier at its sole cost and expense and, in addition to Inalfa's other rights, Inalfa may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods.

13.7 At any time, Inalfa will have the right to revoke acceptance of the goods and same shall thereafter be deemed Nonconforming Goods.

13.8 If the above acceptance tests show that the goods, or a representative part of the goods, fail to conform with the Purchase Contract, Supplier shall be in breach hereof and in addition to its other remedies upon breach.

13.9 Inalfa may in any event postpone examination of packaged goods until the unpacking takes place in the ordinary course of business of Inalfa.

13.10 The Supplier commits to address repeated instances of failure to conform with the Purchase Contract with a timely corrective action plan, which will be communicated to Inalfa immediately. The Supplier, if requested by Inalfa, will provide and deliver to Inalfa a completed 8D report acceptable to Inalfa within the time period directed by Inalfa .

13.11 Supplier shall immediately notify Inalfa of any non-conformance and defects, discovered or anticipated, in goods which have been delivered to Inalfa.

13.12 If any inspection at any time shows that any of the goods are Nonconforming Goods and whether or not the price has already been paid, Inalfa may, in addition to all of its other rights and remedies under the Purchase contract and these Terms, revoke acceptance in whole or in part, require correction or replacement, obtain replacement goods at Supplier's cost, recover its damages (including indirect and consequential damages), return the whole or part of the delivery to the Supplier at Supplier's cost and expense, replace the goods at Supplier's cost, repair or modify the goods at the Supplier's

cost, reduce the price for these goods in the same proportion as and in relation to the value that the goods actually delivered had at the time of the delivery compared to the value that conforming goods would have had at that time and/or render such goods into scrap and dispose of same as Inalfa deems fit. If Inalfa requires replacement or correction, Supplier's failure to replace or correct in the time specified by Inalfa shall be a breach hereof.

13.13 Payment for goods shall not constitute acceptance thereof.

13.14 Once samples from production tooling have been accepted by Inalfa, no change of function, appearance, properties, material or manufacturing methods shall be made without the prior written approval of Inalfa.

13.15 Nothing contained in the Purchase Contract shall relieve Supplier's obligation of testing, inspection and quality control.

14. WARRANTIES.

14.1 Without prejudice to other remedies under the Purchase Contract, the Supplier expressly warrants to Inalfa, its successors, assigns, direct and indirect customers:

- a. That the goods delivered will: (i) be in conformance with all specifications, standards and requirements of Inalfa or specified by Inalfa, (ii) will be new, merchantable, of good material and workmanship, (iii) will be free from defect in material, design and/or workmanship, (iv) shall be fit for the particular purpose intended by Inalfa and/or its direct and/or indirect customers, and (v) shall not be Nonconforming Goods (as defined herein) in any respect.
- b. This warranty shall continue in effect for the greater of (i) the applicable statute of limitations or (ii) the entire period of any warranty provided by Inalfa or any warranty under which Inalfa may have responsibility or liability, including any warranty or liability to any customer of Inalfa, whether a direct customer or an indirect or ultimate customer.
- c. That, upon any breach of the above warranty, the Supplier will be liable for and promptly pay: (i) the costs of repair, modification, cover or replacement of these goods, (ii) all loss, damage, costs and expenses of Inalfa and Inalfa's direct and indirect customers, arising therefrom, (iii) all incidental, strict and consequential damages, arising therefrom or relating thereto, including without limitation, all shutdown costs, cost of inspection, freight or return freight costs, (iv) all liabilities, damages, charges, costs and expenses that Inalfa is required to pay or perform to or on behalf of any direct or indirect customer of Inalfa, and (v) charges of Inalfa or its direct or indirect customers for any warranty or agreement Inalfa has issued or due to service, retrofit or product recall campaigns for which is bound or has reasonably resolved to guarantee the safety of its commercial products or to limit damage to its reputation in the market.
- d. That, upon any breach of this warranty, then upon, and only upon, Inalfa's written request, Supplier shall promptly replace or adjust defective or

Nonconforming Goods free of charge or, at Inalfa's option, compensate Inalfa for the value of these goods or the cost for correction of defects. Upon request of Inalfa, Supplier shall provide Inalfa with written return authorization within 72 hours with regard to all goods Inalfa determines are nonconforming or defective. Supplier shall pay Inalfa all costs, losses or damages, including all incidental or consequential damages incurred by Inalfa, arising out of Supplier's delivery of such defective or Nonconforming Goods.

- e. Inalfa may resolve any alleged warranty claim, correct allegedly defective goods at the Supplier's expense and/or replace such goods at Supplier's cost, all without Supplier's approval.

14.2 Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty and such warranties shall survive inspection, testing, acceptance and use.

14.3 Should a hidden defect have been discovered in any goods delivered, within the warranty period, the Supplier will be responsible hereunder for same defect in all points delivered; even if the defects are discovered after the warranty period.

14.4 Supplier's warranty shall run to Inalfa, its successors, assigns and direct and indirect customers and users of the goods, whether or not incorporated or processed into other goods.

15. PACKAGING, CARRIAGE, PASSING OF RISK.

15.1 The Supplier shall pack the goods in compliance with the Purchase Contract and good commercial practice, and at all times in such a manner that these are properly protected, clearly marked and labeled, are acceptable to common carriers at their lowest rate, in accordance with all applicable regulations, including disclosure and labor regulation statements and Inalfa's standards, and can be loaded, transported and unloaded in an ordinary and safe manner.

15.2 If Inalfa so requests, the Supplier shall at his own expense and risk arrange to take back the packaging material after delivery.

15.3 If the Purchase Contract involves carriage of the goods other than on DDP terms and the Supplier is bound to arrange for carriage of these goods, the Supplier must, at the expense and risk of Inalfa, make such contracts as Inalfa requires or, in the absence of such instructions within a reasonable period, as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation. The usual terms shall always mean a term and/or definition as used by and in conformity with Incoterms, edited by the International Chamber of Commerce according to its latest version. The Supplier shall be responsible for the compliance with the relevant governmental regulations relating to the packaging and carriage of the goods.

15.4 The Supplier undertakes to conclude and maintain sufficient insurance coverage in respect to the carriage of the goods. The Supplier undertakes to assign its rights to payments under this policy to Inalfa at its first request. If not agreed differently, the insurance will cover the costs of replacement of the goods.

15.5 In any event, the risk does not pass to Inalfa until the goods are clearly identified according to the Purchase Contract, whether by markings on the goods, by shipping documents, or otherwise, and are delivered in good condition to Inalfa's plant or as otherwise designated by Inalfa and delivery is accepted by Inalfa.

15.6 Country of origin shall be documented, including code section references for the applicable country's goods. Supplier shall furnish to Inalfa all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the goods and the materials contained therein or used in the performance thereof, in full compliance with all customs, tariffs and other applicable laws, rules and regulations. Supplier shall at all times be in full compliance therewith and shall indemnify Inalfa arising from any delay in delivering such items to Inalfa, any failure to fully comply as provided above and/or any errors or omissions contained in such items.

15.7 Any transportation charges paid by Supplier for which it is entitled to reimbursement shall be added to Supplier's invoice as a separate item and the receipted freight bill shall be attached thereto. All goods shall be shipped in the manner set forth in the Purchase Contract. Each shipment must include packing slips, bills of lading, and invoices bearing the applicable purchase order number and the location of the plant to which goods are to be shipped.

15.8 No charge shall be made by Supplier for containers, crating, boxing, bundling, dunnage, drayage, storage or insurance, except as expressly provided in the Purchase Contract.

16 CONTINUITY OF SUPPLY.

16.1 Supplier warrants it will continue to supply goods and parts as ordered by Inalfa for a period of at least 15 years after the last regular delivery of these goods for regular assembly purposes at the prices set forth in the Purchase Contract. Supplier shall maintain and safeguard all quality, manufacturing and other relevant technical records pertaining to the goods during the same period of at least 15 years.

16.2 Without prejudice to Inalfa's other rights under the Purchase Contract, the Supplier shall promptly send Inalfa written notice if the production of the goods is discontinued for any reason sufficiently in advance of the expiration of the production so as to give Inalfa the opportunity to resource supply in a timely and orderly manner and to make a single purchase and thus bring its stocks up to the levels as Inalfa considers adequate. The price for such purchase and resourcing shall be Supplier's cost. Nothing herein shall relieve Supplier of its obligation to supply goods and parts to Inalfa as set forth above and as ordered by Inalfa under the Purchase Contract and/or releases issued there under.

17. INFORMATION AND SITE INSPECTION.

17.1 The Supplier shall allow access to any drawings, specifications, electronic and technical information concerning the goods that Inalfa may reasonably require. These documents and information will not be considered confidential. Inalfa may use the information free of charge for use in manuals etc.

17.2 The Supplier guarantees that Inalfa is at any time able to inspect quality control aspects at every place of production,

including at the place of production of subcontractors of the Supplier.

17.3 The Purchase Contract is subject to all quality standards and policies of Inalfa as are in writing and either delivered to Supplier or posted on the Inalfa Site, as revised or amended from time to time by Inalfa ("Quality Criteria"). Supplier acknowledges receipt of the Quality Criteria and accepts same. All such Quality Criteria are incorporated herein by this reference. Supplier agrees that Inalfa may revise or amend any Quality Criteria at any time and that all such revisions and/or amendments that are on the Inalfa Site or otherwise made available to Supplier are binding on the Purchase Contract and on Supplier.

17.4 Supplier shall permit a designated representative of Inalfa and/or Inalfa's customer or ultimate customer to visit Supplier's premises to observe and monitor the development and production of the goods and to verify compliance with Inalfa's or its customer's Quality Criteria and the Purchase Contract, including inspection of the manufacturing process, testing and disclosure of the test records. Supplier shall reserve Inalfa and/or Inalfa's customer a corresponding right when production, wholly or partly, is entrusted to a third party.

17.5 Verification by Inalfa and/or Inalfa's customer shall not absolve the Supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by Inalfa.

17.6 Upon Inalfa's request Supplier shall make available to Inalfa all quality records including, without limitation, documents and any other data, which relate to specified requirements and the effectiveness of Supplier's quality system. Supplier shall retain such quality records for at least 10 years.

17.7 Supplier shall procure that all of its sub-contractors are contractually bound to comply with the terms of this Section.

18. OWNERSHIP OF TOOLS AND OTHER MEANS OF PRODUCTION.

18.1 Inalfa Property is defined as: All tools and materials (including jigs, fixtures, forms, gauges, inspection equipment, templates, drawings, specifications, models, moulds, films, stamps, other audio, video and information media, software and databases), together with all accessories and replacements, which are, directly or indirectly: (i) manufactured by Inalfa for the production or quality control of goods or pursuant to the Purchase Contract; (ii) provided to or by Inalfa; (iii) paid for in part or in whole by Inalfa; (iv) in any other way financed or reimbursed by Inalfa, in whole or in part; or (v) to be so manufactured, paid, financed or reimbursed by Inalfa. All Inalfa Property is the sole property of Inalfa or Inalfa's customer, as the case may be, and is freely at the disposal of Inalfa and shall be held by Supplier as a bailment from Inalfa (with Supplier as the bailee thereof) and will be conspicuously marked or tagged by the Supplier "Property of Inalfa" or property of Inalfa's customer as specified by Inalfa if the tooling is owned by Inalfa's customer.

18.2 Inalfa Property shall be kept separate and used exclusively for production in accordance with accepted Purchase Contracts for Inalfa upon Inalfa's request and shall not be used for any other party other than Inalfa. The Supplier shall treat such tools and materials properly as a good and responsible keeper and store them in such a way that they may be easily identified. The Supplier shall conclude and maintain

sufficient insurance cover against loss and damage by fire etc. and theft. Inalfa shall at all times be entitled to inspect these tools and materials on the Suppliers premises or retrieve them or take them back free of charge. As a precaution, in the event there is a dispute in the ownership of the Inalfa Property, Inalfa, in the alternative, is granted a security interest in the, and the express authority to file a financing statement evidencing such alternative rights.

18.3 Supplier shall, at its own cost (i) bear all risk of loss and damage to all Inalfa Property; (ii) safeguard, store and maintain the Inalfa Property in first class condition; (iii) replace worn Inalfa Property to the extent necessary to produce acceptable parts, in Inalfa's sole judgment; (iv) indemnify Inalfa against all claims from any toolmaker or supplier relating to the Inalfa Property; and (v) maintain and provide Inalfa with proof of insurance on the Inalfa Property and any replacements or modifications thereof in an amount equal to its replacement cost, with Inalfa or its designee as additional insured and the sole loss payee.

18.4 Inalfa Property must not be improved, repaired, altered or scrapped, shall not be commingled with Supplier's or anyone else's property and shall not be removed from Supplier's physical possession without Inalfa's prior written approval. Inalfa shall have the right to enter Supplier's property at all reasonable times to inspect and audit Inalfa Property and all records regarding them. All replacements of, modifications or attachments to, Inalfa Property shall belong to Inalfa.

18.5 All Inalfa Property shall be deemed personalty and shall be kept free and clear of all claims, liens, mechanics liens or any other rights or interests of Supplier or any third party.

18.6 Immediately upon completion of the Purchase Contract, or upon any 24 hours written notice by Inalfa, Supplier shall properly pack, mark and ready any Inalfa Property for shipment and, at Inalfa's option, deliver it to any location requested by Inalfa F.O.B. Supplier's plant or permit Inalfa on its premises to recover same. In no event shall Supplier's obligation to return Inalfa Property to Inalfa or as directed by Inalfa be subject to any set off or counterclaim whatsoever.

18.7 Inalfa is granted the option to take possession of and free and clear title to any property of Supplier (that is not Inalfa Property) used for the special production of the goods upon payment to Supplier of the net book value thereof, less amounts Inalfa has paid therefor or has been allocated to the value thereof, directly or indirectly.

18.8 Inalfa has the absolute right to audit all orders and invoices related to Inalfa's Property including all of Supplier's books and records and supplier expressly grants Inalfa access thereto for such purposes.

19. INTELLECTUAL PROPERTY RIGHTS.

19.1 Unless the goods are manufactured strictly in accordance with a design for which Inalfa is solely responsible, the Supplier guarantees and warrants to Inalfa, which guaranty is accepted, that the manufacture, design, sale or use of the goods or performance of the Purchase Contract does not infringe on any rights third parties may have or are in force under any local, national, supranational or international law or regulation in the area of Intellectual Property, which the term "Intellectual Property" shall include without limitation all information protected by any such law or regulation and all copyrights, patents, trade secrets, trademarks, technical

information, designs, know-how, design rights and patent rights and any other proprietary information or rights. Supplier expressly waives any claim that any such information arose out of compliance with Inalfa's specifications.

19.2 Inalfa shall, if it has contributed in any way to the relevant research and development process, acquire the exclusive Intellectual Property rights that may be generated in the course of the performance of the Purchase Contract by the Supplier. The Supplier will promptly inform Inalfa of any model, procedure or activity which may be eligible for protection under Intellectual Property law and undertakes to make available to Inalfa all information and data necessary to file a request for the registration of the relevant Intellectual Property rights. Inalfa will in any case be deemed to have contributed in the research and development process when it has made available technical know how, specific R&D budgets or test facilities.

19.3 Inalfa will at all times remain to be the sole owner of any Intellectual Property on the specifications and other technical data it made available to the Supplier. Supplier shall not use Inalfa's Intellectual Property or any other drawings, data or specifications under the Purchase contract for its own use or for or on behalf of another.

19.4 Supplier shall indemnify, protect and hold Inalfa, its agents, customers or other suppliers harmless against any claims, losses, profits, royalties, damages and expenses, including actual attorney fees, which may arise out of any claim of infringement of any nature or unfair competition or otherwise based on any of the above, including any settlement thereof, including such claims where Supplier has supplied only part of the goods or services at issue. Inalfa may be represented and actively participate in any suit or proceeding arising out of any such claim and Supplier shall pay all costs of such representation. If the sale or use of the goods is enjoined, restricted or subject to any fee or royalty, or Inalfa reasonably believes it will be, Supplier shall immediately procure a royalty-free right for Inalfa, its customers, successors and assigns, to continue manufacturing, selling, servicing, repairing, marketing and using the goods, in addition to all of Supplier's other obligations hereunder.

19.5 Supplier grants Inalfa, its customers, successors and assigns, a worldwide, paid-up, unlimited, non-exclusive, royalty free, irrevocable license, including the right to sublicense to others, to use all Intellectual Property including without limitation all patented, copyrighted or otherwise protected or proprietary data or property of Supplier which relates to the goods or the Purchase Contract or is conceived, used, developed, generated or delivered in the performance of the Purchase Contract, to replace, cover, build, rebuild, service, relocate, manufacture and to repair and have repaired, to reconstruct and have reconstructed, to make and have made, sell, offer for sale, reproduce, distribute, and to have others perform any of the foregoing for its direct or indirect benefit (with a right of assignment for such purposes). The rights hereunder shall survive any termination of the Purchase Contract.

20. REMEDIES/BREACH OF CONTRACT BY SUPPLIER.

20.1 Supplier shall be in breach of the Purchase Contract if (i) it breaches or fails to perform or comply with any term, representation, warranty, covenant, or condition of the Purchase Contract or these Terms or of any other writing made a part of the Purchase Contract, which shall include, but not be limited to, failure to comply with any term, condition

or warranty of the Purchase Contract, late deliveries, or deliveries of Nonconforming Goods, (ii) it fails to make progress so as to endanger performance of the work, (iii) it fails to provide Inalfa, upon request, reasonable assurances of future performance, (iv) it ceases to conduct its operations in the normal course of business, (v) it becomes insolvent or makes a general assignment for the benefit of creditors or files or has filed against it a petition of bankruptcy or for reorganization or pursues any other remedy under any other law relating to the relief for debtors or in the event a receiver is appointed for Supplier's property or business, and/or (vi) it sells or transfers or offers to sell or transfer a material portion of its assets or if a controlling interest in the Supplier is sold or otherwise transferred or a change in control of Supplier is otherwise effected. In addition to all remedies for breach of warranty, indemnity or otherwise stated herein, if the Supplier is in breach of the Purchase Contract or these Terms, Inalfa is, without prejudice to any other rights allowable under the law or equity, entitled to, but shall not be obligated to, immediately exercise one or more of the following remedies:

- a. declare the Purchase Contract terminated, wholly or partially;
- b. terminate the Purchase Contract as provided herein;
- c. have the Supplier remedy any lack of conformity of the goods by repairing, modifying or replacing these goods, if this can be done within a period not unreasonable to Inalfa and if not causing unreasonable inconvenience, this to be decided at the sole discretion of Inalfa;
- d. return all goods to Supplier at Supplier's expense for repair, replacement or full refund, at Inalfa's option;
- e. at Inalfa's option, have the Supplier reduce Nonconforming Goods into scrap and dispose of them at Inalfa's election and for Inalfa's benefit;
- f. repair or modify the goods itself or have the goods repaired or modified by a third party to remedy any breach or nonconformance of the goods with the Purchase Contract, all at the expense of the Supplier;
- g. replace or cover the goods with same or similar goods and charge Supplier the cost thereof;
- h. exercise all rights and remedies under Section 14 relating to breach of warranty;
- i. setoff against payments due to the Supplier or any of its affiliates (under the Purchase Contract or payments due from Inalfa under any other agreement) any and all obligations of Supplier or its affiliates to Inalfa or any of the Inalfa affiliates (whether arising hereunder or under any other agreement);
- j. exercise all other rights and remedies provided in the Purchase Contract, these Terms or provided in law and/or equity, including specific performance;
- k. resolve any alleged warranty claim, correct allegedly defective goods at the Supplier's expense and/or replace such goods at Supplier's cost, all without Supplier's approval;
- l. perform such obligations without waiving or

releasing Supplier from such obligations. Inalfa and its agents, including any person or entity appointed by Inalfa for this purpose, shall be entitled to enter upon Supplier's premises to perform this Purchase Contract, to remove any Inalfa Property and all other materials necessary to perform such obligations, all at Supplier's sole cost and expense, and Supplier shall pay Inalfa all costs, damages and expenses incurred directly or indirectly in connection with the foregoing, including legal and other professional fees, administrative time, labor and materials, which shall be payable to Inalfa on demand or, at Inalfa's sole option, may be set off against any amounts then owing by Inalfa to Supplier.

- m. Inalfa shall have complete access to and possession of all documents, invoices, drawings, specifications, contracts, vendor information and other information and documentation in any manner necessary for or relating to the Supplier's performance of this Purchase contract so as to assist Inalfa in performing any of the obligations of Supplier hereunder or in transitioning any work or services under this Purchase Contract, in whole or in part, to another supplier.
- n. recover from Supplier all losses and damages to Inalfa, and/or its direct or indirect customers, arising out of such breach, including without limitation all strict, incidental and consequential damages, which shall include without limitation all excess scrap costs, personal injury claims, property damages, costs of recalls or other corrective actions, shutdown costs, cover and replacement costs, delay costs, repair costs, overtime expenses, premium freight and extra operational expenses, together with all costs and expenses and legal fees incurred in enforcing its rights.

Inalfa will not be obliged to grant the Supplier any period of grace or cure. The above remedies are not exclusive and exercise of one shall not preclude the exercise of any other right or remedy. Termination of the Purchase Contract shall in no event preclude Inalfa's recovery of any other damages or enforcement of any other remedies provided for in the Purchase Contract or these Terms and all such rights and remedies shall survive termination.

In the event of a termination of the Purchase Contract, if requested by Inalfa, whether it is for breach or otherwise, the Supplier shall supply Inalfa with all the goods ordered by Inalfa prior to the termination, in accordance with the provisions of the Purchase Contract.

21. PRODUCT LIABILITY/RECALLS.

21.1 The Supplier undertakes to fully indemnify and hold Inalfa harmless from and against all direct or indirect damages (including lawyers fees and other expenses with respect to legal defence or the preparation thereto) suffered or incurred by or awarded against Inalfa in connection with or arising out of the use by Inalfa or by the users of its commercial products, if this is attributable in part or in whole to the fact that Inalfa is held liable for personal injury and death and for damage to personal property, caused by, wholly or partly, a defect in any good supplied to Inalfa under the Purchase Contract.

21.2 The Supplier shall conclude and maintain sufficient

insurance cover against such liability claims and shall evidence same to Inalfa upon request, with Inalfa as an additional insured if it so requests. Inalfa will have the right to inspect this insurance policy. The Supplier undertakes to assign its rights to payments under this policy to Inalfa at first request.

21.3 When it appears that the products sold by Inalfa to third parties contain Nonconforming Goods supplied by the Supplier and it may reasonably be assumed that these goods have at least partially contributed to the fact that Inalfa has been alleged liable as referred to in clause 21.1., these goods shall be deemed to be the sole cause of any defects in such products of Inalfa, unless, but only to the extent that, the Supplier proves that Inalfa has directly contributed to the cause of the defect in those products.

21.4 The Supplier will promptly inform Inalfa of any information it has or may acquire which may bear relevance on any defects in the delivered goods or on claims that may involve the product liability of Inalfa.

21.5 "Service Event" is a recall or other service action performed by Inalfa, its customers, dealers or others relating to any Inalfa product, goods or components. Inalfa may initiate a Service Event required by a governmental agency (whether mandated or voluntarily agreed upon by Inalfa) or on its own for customer satisfaction or other reasons it deems reasonable.

21.6 Inalfa reserves the sole and absolute right to determine all aspects of a Service Event, including when to conduct one and its implementation.

21.7 Supplier is liable for all costs and expenses of a Service Events to remedy the alleged nonconformity or breach of warranty in the goods.

21.8 At its option, Inalfa may debit the Supplier for all costs and expenses, including without limitation, all costs of investigation, compliance, parts and labor relating to a Service Event if Inalfa has made a good faith determination that the Supplier is likely to be liable for some portion of the total costs of the Service Event.

21.9 Supplier will promptly notify Inalfa in writing if it has provided information to any governmental authority or agency with authority over the industry regarding the goods, or goods of a derivative or comparable nature to the goods, including information provided to any government concerned in accordance with any reporting requirements prescribed by law.

22. INDEMNITY.

Supplier agrees to indemnify, defend and hold harmless Inalfa, its agents representatives, owners, managers, officers, directors, successors, assigns, customers, agents and employees from and against any and all damages (including incidental and consequential damages), claims, suits, judgments, demands and costs, including, but not limited to, all legal expenses and attorney fees, whatsoever arising out of or relating in any way to any real, purported or alleged: (i) defects or negligence or defect in the design, manufacture, shipping or handling of the goods to be provided pursuant to the Purchase Contract; (ii) inadequate warnings related thereto; (iii) infringement of patent or copyright or other Intellectual Property or unfair trade practice with regard to the goods or services or any component thereof; (iv) any environmental liability arising out of any violation of any environmental rule, law, or other regulation

("Environmental Law"); (v) breach of any term or provision of the Purchase Contract, including without limitation any breach of warranty or any failure to comply with these Terms or other terms of the Purchase Contract; (vi) strict liability claims; and/ or (vii) any act or omission of Supplier, its agents, employees or subcontractors. This indemnity is in addition to any warranty obligations of Supplier or obligations of Supplier upon a breach hereof.

23. SUB-CONTRACTING.

The Supplier shall not have any sub-contractor carry out any work or the supply of goods under the Purchase Contract without the prior written permission of Inalfa. The permission of Inalfa to the Supplier to contract out work or the supply of the goods shall not in any way alter the responsibilities of the Supplier under the Purchase Contract, unless otherwise agreed in writing.

24. PROPRIETY INFORMATION/CONFIDENTIALITY.

24.1 Design, samples, drawings, specifications, schedules, Intellectual Property or any other information supplied by Inalfa or any customer of Inalfa, pricing, customer information, trade secrets, designs, know-how, technical information, service repair information, the terms and conditions of a Purchase Contract or the fact that Supplier supplies or has made an agreement to supply to Inalfa ("Confidential Information") are proprietary and confidential and shall not be disclosed to any person or entity and shall not be used by Supplier for any purpose other than the fulfillment of this Purchase Contract.

24.2 Supplier agrees to return, after complete delivery of all Purchase Contracts, or earlier immediately upon Inalfa's request, all Confidential Information and all copies thereof. Copies of Confidential Information may only be made upon Inalfa's written consent in each instance.

24.3 Supplier will execute Inalfa's or its customer's confidentiality agreement immediately upon request and will comply with all the terms and conditions thereof.

25. ASSIGNMENT.

25.1 Inalfa is entitled to assign or otherwise transfer all or parts of its rights and/or obligations under the Purchase Contract to any affiliated company, unless otherwise provided in the Purchase Contract.

25.2 The Supplier shall not assign, subcontract or otherwise transfer all or any part of its rights and/or obligations under the Purchase Contract to any third party without the prior written consent of Inalfa.

26. EDI.

26.1 The Supplier will at the request of Inalfa establish and maintain an electronic data interchange system, compatible with the relevant system in use by Inalfa to use this system if and when required by Inalfa as main communication line with respect to the execution of the Purchase Contract(s).

26.2 The Purchase Contract may be signed by scanned copies sent by email (with email acknowledgment of receipt)

or facsimile signatures (with written acknowledgement of receipt), and if so signed, (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

26.3 The binary file retained by Inalfa, including any reproduction thereof by photographic, microfilm or other means made in the regular course of Inalfa's business, and any printout thereof, shall be conclusive evidence of the transferred information.

27. SEVERABILITY, CONVERSION AND WAIVER.

27.1 In the event that one or more of the provisions of these Terms and Conditions of Purchase, Purchase Contracts and/or other agreements to which these Terms and Conditions of Purchase apply, are subsequently declared invalid or unenforceable by court or administrative decisions, such validity or enforceability shall not in any way affect the validity or enforceability of any other provisions of the Terms and Conditions of Purchase, Purchase Contracts (and/ or other agreements to which these Terms and Conditions of Purchase apply), except those of which the invalidated or unenforceable provisions compromise an integral part or otherwise are clearly inextricable from such other provisions. In the event that any provision of the Terms and Conditions of Purchase, Purchase Contracts (and/or other agreements to which these Terms and Conditions of Purchase apply) shall be deemed to be invalid or become invalid, Inalfa and the Supplier hereto agree to substitute for such provision a new provision which comes as close as possible to the original objective of the parties.

27.2 No waiver, forbearance or failure by Inalfa of its rights to enforce any provision of the Terms and Conditions of Purchase, Purchase Contracts (and/or other agreements to which these Terms and Conditions of Purchase apply) shall constitute a waiver of its right to enforce such provision thereafter or to enforce any other provision.

28. OTHER COMPLIANCE.

28.1 Supplier agrees that (1) in the manufacture and sale of goods to Inalfa, Supplier shall comply with all applicable federal, state, and local laws, orders, conventions, standards and regulations of all jurisdictions, including all countries of origin or delivery, ("Laws") relating to the goods, their manufacture, use, sale, importation, exportation, labeling, or otherwise, including without limitation, any Laws relating to equal employment opportunity, veterans' rights and jobs listing provisions, child labor, wages and hours, affirmative action, and all laws and regulations relating to occupational safety and health, (2) the goods sold by Supplier to Inalfa shall conform to the requirements of all Laws and (3) the Purchase Contract shall be deemed to incorporate by reference all the clauses required by the provisions of said Laws, orders and regulations binding upon Supplier.

28.2 All materials used in manufacture shall satisfy current government and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.

28.3 Supplier shall have a process to assure that governmental and safety constraints on restricted, toxic and hazardous substance are complied with relative to the goods

and the manufacturing process.

28.4 All on-site work of Supplier shall be conducted in a manner which is protective of the environment. All Environmental Laws must be complied with. All waste materials must be properly disposed of. Any potential environmental impact must be fully disclosed to Inalfa in writing prior to the commencement of work and all methods that can provide proper protection and prevent violations or accidents must be incorporated in Supplier's work. Supplier must submit all records relating to all environmental impacts and compliance with all Environmental Laws as required by regulation, Environmental Law or by Inalfa.

28.5 Supplier, at its sole cost and expense, shall strictly comply with and shall obtain and maintain at all times all certifications, licenses, registrations and similar accreditations of and/or relating to customs, import/export, security, and related laws, rules and regulations, now existing or hereafter enacted or enforced, including without limitation the following: (i) Supplier shall obtain and at all times under this Purchase Contract maintain all certifications, registrations and similar accreditations of NAFTA and AALA as may be required by Inalfa to fully comply with all customs, tariffs, import and other applicable governmental laws and/or regulations, and shall evidence and supply same to Inalfa at Inalfa's request; (ii) Supplier shall at all times under this Purchase Contract comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade partnership Against Terrorism (C-TPAT) at Inalfa's or the Customs and Border Protection's request, and Supplier shall certify in writing its compliance with the foregoing; and (iii) all export and import licenses and authorizations necessary or required for the export or import of the goods. Supplier shall indemnify and hold Inalfa harmless from and against any liability, claim, demand, fine, delay, loss or expenses (including attorney's or other professional fees) arising from or relating to Supplier's failure to fully comply with all of the foregoing.

28.6 Supplier warrants that the goods will be made in compliance with all Laws.

29. NOTICES

Except as otherwise expressly stated in the Purchase Contract, any notice given or other communication sent under the Purchase Contract shall be in writing and shall be properly delivered to its addressee by hand, national courier, registered mail, e-mail (receipt confirmed) or facsimile (receipt confirmed) at the applicable address noted on the face of the Purchase Contract. Any notice or communication given as provided herein shall be deemed to have been received at the time of its delivery if delivered by hand, on the business day following its dispatch if transmitted by courier, e-mail or facsimile or on the third business day following its mailing if transmitted by registered mail. Either party may notify the other party, in the manner provided for herein, of any change of address, for the purpose of giving notices or sending communications under the Purchase Contract.

30. FORCE MAJEURE

Inalfa may delay delivery acceptance occasioned by causes beyond its control, including, but not limited to, industrial disputes, strikes, lockouts, riots, mobs, fires, floods, wars, embargo, or by reason of regulations, orders or omissions of any government agency. Should such delays extend beyond six months due to any of these circumstances, then Inalfa may cancel the respective portion of any order for deliveries so delayed and unexecuted without incurring a liability towards supplier.

31. GOVERNING LAW, RESOLUTION OF DISPUTES.

31.1 Each and every legal relationship between Inalfa and the Supplier shall be governed by the law of the registered office of the Inalfa entity issuing the Purchase Contract, excluding any conflict of law provisions that would require application of another choice of law.

31.2 The contracts between Inalfa and the Supplier shall exclusively be governed and construed in accordance with the laws of the registered office of the Inalfa entity issuing the Purchase Contract.

31.3 The UN Convention on Contracts for International Sale of Goods shall not apply to the Purchase Contract nor to these Terms and Conditions of Purchase.

31.4 All disputes, including interim injunction procedures, related to and/or arising from these Terms and Conditions of Purchase, Purchase Contract and/or other agreements to which these Terms and Conditions of Purchase apply, shall only be brought before the competent court in the jurisdiction of the registered office of the Inalfa entity issuing the Purchase Contract, to the exclusion of all other courts. For all purposes hereunder, Supplier hereby submits to personal jurisdiction in all courts located in the jurisdiction of the registered office of the Inalfa entity issuing the Purchase Contract and waives all objections that such jurisdiction is inconvenient or any other objections.

