

1. Definitions

In these general terms and conditions the following terms with capital letters shall have the meaning defined below. Other capitalized terms used in these General Terms and Conditions shall have the meaning explicitly assigned to them elsewhere in these General Terms and Conditions. Words indicating the singular shall include also plural and vice versa.

1.1 "ITT" shall mean ITT Italia S.r.l., ITT Holdings Czech Republic s.r.o., Koni B.V., ITT High Precision Manufactured Products (Wuxi) Co. Ltd., ITT Motion Technologies Luxembourg S.a r.l., ITT Motion Technologies Mexico S.deR.L.deC.V. Axtone S.A., Axtone HSW sp. z o.o. and/or any other company belonging to the same group as ITT Italia S.r.l. (the "ITT Group"), purchasing Products or Services under an Agreement governed by these General Terms and Conditions.

1.2 "Supplier" shall mean any person or company supplying Products or Services to ITT under an Agreement governed by these General Terms and Conditions.

1.3 ITT and the Supplier are collectively referred to as the "Parties" and individually as a "Party."

1.4 "Agreement" shall mean any agreement entered into pursuant to these General Terms and Conditions whose subject matter is the purchase of any Product and Service by ITT from the Supplier. An Agreement may consist of one or more of the following documents: purchase order or any equivalent thereof, SAP individual order or any equivalent thereof, confirmation order, their modifications and supplements (if any).

1.5 "General Terms and Conditions" shall mean these general terms and conditions.

1.6 "Product" shall mean any machinery, tool, raw material, component and/or any product that is purchased by ITT under the General Terms and Conditions.

1.7 "Service" shall mean the performance of physical and/or intellectual work and/or of any service that is purchased by ITT under the General Terms and Conditions.

2. Scope of application

2.1 Each Agreement shall be prepared and drafted in written form and the relevant text shall be transmitted by fax, mail, EDI or equivalent. The execution of the Agreement shall be when the purchase order of ITT is accepted by means of a confirmation order duly signed by the Supplier and sent to ITT. ITT reserves the right to reject any supply if the Supplier starts to perform it without sending the relevant confirmation order. Without prejudice to such a right of ITT, and if ITT so decides, execution of this Agreement may occur also when the Supplier starts to perform any supply, though without sending the relevant confirmation order, and ITT accepts such supply without reservations.

2.2 These General Terms and Conditions shall apply to all the supplies performed by the Supplier in favor of ITT under any Agreements that is executed either by means of an express confirmation order or by means of a consistent behavior of the Parties amounting to such confirmation. The application of any general terms and conditions drawn up by the Supplier shall be expressly excluded.

2.3 These General Terms and Conditions shall be an integral and substantial part of any Agreement. In the event of conflict between the provisions of these General Terms and Conditions and those contained in each Agreement, these latter shall prevail.

2.4 These General Terms Conditions shall supersede any other agreement between the Parties and any subsequent modification must be mutually agreed in writing. Any other general terms and conditions, including those drafted by the Supplier, are expressly excluded.

2.5 These General Terms and Conditions shall come into force:

(i) by tacit agreement of the Supplier after two weeks from the relevant receipt and, in any case, no later than the date of the first delivery of Products and/or Services; or

(ii) upon signing by the Supplier

- and shall be valid in relation to all Agreements which are executed after its coming into force.

3. Payment, prices

3.1 Unless otherwise agreed between the Parties, the amount to be paid as a consideration for the Product and/or Services to be supplied (hereinafter, the "Price") shall be fixed and cannot be reviewed nor it can be modified, waived or offset in any manner. The Price is all-inclusive and shall include remuneration for any activities as required for properly performing the supply according to the rules of the trade.

3.3 Unless otherwise agreed, the Price shall be DDP - INCOTERMS 2010 and shall include charges concerning the packaging as required to ensure the integrity of the Product, transportation and any additional charges. ITT shall not accept additional charges, such as service fees, late payment fees, or invoicing charges.

3.4 Each Agreement shall establish the terms for the payment of the Price. In any event, the payment of the Price shall be made after no less than ninety (90) days following delivery of the Products and/or performance of the Services, provided that a duly issued invoice and any necessary delivery note(s) have been received by ITT, subject to any restrictions provided by applicable laws. The Supplier by signing of this General Terms and Conditions expressly agrees with the terms for the payment and confirms that terms of payment and are not unfair to the Supplier.

3.5 All invoices shall be issued in editable form and shall incorporate the number of the purchase order, the description of the Product and/or Service as indicated in the purchase order, the unit price and number of units per each Product to be supplied.

3.6 ITT shall be entitled to hold the payment of the Price, without this giving rise to the accrual of interests, should ITT allege a breach of the relevant Agreement by the Supplier, including in case of late delivery or delivery of Defective Products and/or Services, until the same Supplier remedies such a breach or provides adequate evidence of its ability to perform in compliance with the concerned Agreement.

3.7 In no event, the payment in whole or in part of the Price shall be deemed either as an acknowledgement that the Products and/or Services comply with the Agreement nor as a waiver by ITT to exercise its rights under any Agreement.

3.8 ITT shall be entitled to set off and deduct, from the ITT's account payable to the Supplier, any amount that is at the charge of this latter, for any reason whatsoever, including for damages or late delivery, under any Agreement governed by these General Terms and Conditions that is in force between the Supplier and any company belonging to the ITT Group.

3.9 In case of supply of Services, ITT shall have the right, upon request, to decide that the payment of any invoice issued by the Supplier is made only upon condition that this latter gives in advance adequate written evidence, to be transmitted and duly received by ITT, of full compliance with any and all applicable laws and regulations concerning the rights of the employees and the payment of salaries and social contributions, also on behalf its sub-contractors or independent contractors (if any).

4. Delivery, Passing of Risk, Packaging

4.1 The Supplier must deliver the Products or perform the Services within the terms specified in the Agreement, which must be considered essential in the interests of ITT. In the event of delay with reference to the term of delivery of the Products or performance of the Services, the Supplier shall pay to ITT, within 15 days from the relevant written request by this latter, a penalty amounting to 1% of the Price per each week of delay, up to a maximum amount equal to 10% of the Price, without prejudice to the right of ITT to receive compensation of further damages.

4.2 The Supplier shall forthwith inform ITT in writing of any known or foreseeable event that may result in a breach of the terms that have been agreed for the delivery of the Products or the performance of the Services and subsequently communicate to ITT, as soon as possible, the expected time of delivery or performance.

4.3 The Supplier shall pay all additional transportation expenses incurred for ensuring that the delayed supply of the Products and/or performance of Services is carried out as soon as possible.

4.4 The Supplier shall indemnify ITT for all costs, damages and losses incurred by ITT as a result of late or failed delivery of the Products or late or failed performance of the Services. In particular, if the supply is aimed at allowing ITT production and business continuity, the Supplier shall indemnify ITT for all damages deriving from the slow-down or stop of production as a result of late or failed delivery of the Products or late or failed performance of the Services.

4.5 As far as concerns the supply of Products:

(a) All deliveries must be carried out in compliance with the applicable "INCOTERMS" as specified in the Agreement. All deliveries, unless otherwise agreed upon by the Parties in writing, shall be "DDP". All the risks of loss of the Product or of damages to the Product shall remain with the Supplier until such Products are received from ITT in the agreed place of delivery and in compliance with the provisions of the Agreement.

(b) Each delivery must be accompanied by a delivery note containing all information required in accordance with applicable law and, at least, the number of the purchase order, the description of the Products and the relevant quantities.

(c) Any partial delivery, advance delivery, excess delivery or short delivery must be approved in advance by ITT in writing. Failing such approval, ITT shall be entitled to reject the concerned deliveries and to return them to the Supplier, which shall bear all the relevant costs. It is herein specified that the risk of loss of such Products or of damages to such Products shall remain with the Supplier in full.

(d) The Supplier shall package the Products according to the packaging specifications provided by ITT and in any case in such a manner to guarantee the integrity of the Products.

(e) The Supplier guarantees that the manufacturing of the Products shall continue for at least six months from the delivery of the respective Products to ITT. In case of suspension and/or interruption for whatever reason, the Supplier shall adequately inform ITT upon prior notice of no less than 6 (six) months before such suspension/interruption. Failure to comply with the present clause shall constitute good and sufficient grounds for ITT for the termination of the contractual relationships.

5. Quality, Inspection of Products

5.1 The Supplier shall provide the Products and/or Services in compliance with the specifications, instructions and information given by ITT, including drawings, process and manufacturing parameters, prototypes or samples (if any) and/or any documents relating to the homologation and/or certification procedures (hereinafter "**Technical Specifications**"); the Products must also be suitable for their intended use.

5.2 ITT is not responsible for inspecting the Products at delivery or however prior to their use. In any event, any inspection carried out upon delivery of the Products shall be limited to verification of the type and quantity of delivered goods.

5.3 The Supplier undertakes to always act in strict compliance with all applicable laws and regulations on environment as well as those regarding the health and safety at work (including, as far as concerns Italian law, the Legislative Decree No. 81/08); to comply, and to have its personnel comply, with company regulations and with safety and environmental policies of ITT if the Agreement requires the Supplier to perform certain activities at the premises of ITT; to be fully and exclusively liable for any accidents or damages directly or indirectly caused to the employees, collaborators or properties of ITT by the Supplier's personnel and activity and to indemnify and hold harmless ITT from any connected liability. In the event of non-performance of the abovementioned compliance obligations, the Supplier shall pay to ITT, within 15 days from the relevant written request by this latter, a penalty amounting to 300 (three hundred) Euro per each such event of non-compliance, without prejudice to the right of ITT to receive compensation of further damages.

5.4 In addition, the Supplier undertakes to perform the supply with the highest care, skills and in a professional manner, in accordance with the rules of trade and with the quality, technical, production and organizational standards of the field and applicable best practices.

5.5 The Supplier shall, at any time, give evidence and shall maintain standards and quality systems as required by the Supplier Quality Manual of ITT Motion Technologies, and by the ITT Supplier Expectation (available respectively at <http://www.ittindustries.it> and at <http://www.itt.com/about/suppliers/>), or any other equivalent document that may be issued or provided by ITT (hereinafter the "**Quality Requirements**").

5.6 The Supplier shall monitor compliance with Quality Requirements and, upon request, provide evidence of such compliance. Subject to adequate prior notice, ITT or any person instructed by it, shall be entitled to carry out inspections at the premises of the Supplier in order to audit compliance with the Quality Requirements. Failure to comply with the Quality Requirements and/or refusal to have such compliance audited shall constitute good and sufficient grounds for ITT for the termination of the contractual relationships.

5.7 With reference to the supply of Products, upon approval by ITT of the relevant prototypes and specifications, the Supplier shall not be allowed to change the function, appearance, features, materials and components, the process parameters and the place of production of the Products, without the prior written consent of ITT. Any change of the above that is not authorized by ITT in writing shall constitute good and sufficient grounds for ITT for the termination of the contractual relationships.

5.8. Without prejudice to the obligations of the Supplier under article 4.5 (e) hereof, the Supplier shall provide ITT in writing with at least 90 (ninety) days advance a notice of any planned change in its manufacturing location and, in any event, shall not make any such changes to the manufacturing location until the new location is audited and approved in writing by ITT.

6. Warranty

6.1 With reference to the supply of Products, the Supplier warrants that the Products supplied to ITT shall a) comply, in all aspects, to Technical Specifications and other descriptions or requirements specified and approved by ITT; b) comply with all applicable laws and regulations of the countries of destination of the Products; c) be merchantable; d) be suitable for their intended use and for the purposes for which ITT intends to use them; e) comply with the Quality Requirements of ITT and made in a professional manner and according to the rules of the trade. Furthermore, the Supplier warrants that Products that do not represent raw materials provided to ITT shall f) be free from defects in design, manufacturing or defects of the materials; g) properly operating; h) free and clear of any encumbrances limiting ITT in their use, in particular any ownership or other right in rem or any intellectual property right.

6.2 With reference to the supply of Services, the Supplier warrants that the Services supplied to ITT shall a) comply, in all aspects, to Technical Specifications and other descriptions or requirements specified and approved by ITT; b) comply with all applicable laws and regulations of the countries of destination of the Products; c) be suitable for their intended use and for the purposes for which ITT intends to use them; e) comply with the Quality Requirements of ITT and performed in a professional manner and according to the rules of the trade; f) free and clear of any encumbrances limiting ITT in their use.

6.3 If any Products and/or Services does not meet one or more of the requirements under paragraphs 6.1 and 6.2 above, Products and Services shall be considered as **Defective Product(s) and/or Service(s)** (hereinafter, the "**Defective Product(s) and/or Service(s)**") and the provisions referred to in this article 6 shall apply.

6.4 Save what provided under article 6.8 which follows, ITT must communicate the existence of a Defective Products and/or Services within 30 (thirty) days from the date of the relevant discovery. Failure by the Supplier to reply to any claim of ITT within 30 (thirty) days from receipt of the above communication, implies acknowledgment of liability by the Supplier. The Supplier shall immediately inform ITT when it becomes aware or discovers that the Products and/or Services delivered, in full or in part, are Defective Products and/or Services.

6.5 In the event that any defect is discovered before or at the time of the passing of risk or during the warranty period, the Supplier shall, at its own expenses and at the choice of ITT, either remedy the defect(s) or supply defect-free Products and Services. Should the Supplier fail to act within a reasonable deadline set by ITT or if its action is unsuccessful, ITT shall be entitled to terminate the concerned Agreement, in whole or in part, or to receive a reduction of the Price, or to repair the Defective Products (or have them repaired by third parties instructed by it) at the expenses of the Supplier. In addition, ITT shall have the right to immediately and directly remedy the defects or to replace Defective Products with third parties supplies at the expenses of the Supplier should it be urgent in order to prevent a default by ITT or for any other reasons.

6.6 The Supplier shall bear all the cost and damages arising from the exercise of this warranty, in particular, the cost of returning Defective Products, any costs for transport, work, installation and removal, inspection or audit and any internal processing and administrative costs. In any event, the Supplier shall indemnify and hold harmless ITT, its directors, employees, agents and successors from all direct, incidental and consequential damages, losses and costs or relevant demands incurred by ITT or claimed by third parties, including loss of profit, damage from production cease or suspension, damage to ITT image and reputation, damage caused by Products recall, legal costs and attorney's fee arising out of or in any way connected with the Defective Product and/or Service.

6.7 Notwithstanding the foregoing, ITT shall be entitled to claim all additional rights and remedies provided by applicable laws.

6.8 Any claim or exception raised by ITT or by Supplier entitles ITT to charge to Supplier 150 (one hundred fifty) Euro of administrative costs for the procedure; this is without prejudice of the other rights.

6.9 The warranty referred to in this article will have a duration of 36 (thirty-six) months from the date of initial use of the Product and/or Service or 48 (forty-eight) months from delivery of the Product and/or Service, depending on which of the two terms expires first.

6.10 The review, verification and/or approval by ITT of drawings, specifications, prototypes, data and documents relating to the Products and/or Services shall not limit the Supplier's liability nor reduce the obligations to be fulfilled by the Supplier.

6.11 When a Defective Product has been remedied, the Supplier shall be liable for Defects in the replaced or repaired Product under the same terms and conditions as those applicable to the original Product.

7. Product liability and insurance

7.1 Should a claim for product liability arise, directly or indirectly involving ITT, the Supplier shall indemnify and hold harmless ITT from any damage and cost - including all costs and expenses for any legal actions - to the extent that such damages or the product liability of ITT are due to the Defective Products and/or Services.

7.2 The Supplier shall execute with a primary standing insurance company, at its charge, a comprehensive general liability insurance against the risks of business operation, general liability and product liability, having an adequate level, with maximum coverage not lower than 3,770,000 USD (three million seven hundred seventy thousand USD) for bodily injuries and maximum aggregate coverage of 3,770,000 USD (three million seven hundred seventy thousand USD) for all risks or a maximum aggregate coverage corresponding to the reference market practice for that type of Products and/or Services. The Supplier must maintain such insurance valid and effective both as far as concerns the risks covered and the amount of coverage for the whole duration of the Agreement. Such insurance shall also cover the actions of any independent contractor or sub-contractor of which the Supplier may avail of under an Agreement. The Supplier must inform ITT of the termination or any material change of the terms and conditions of the insurance policy upon thirty-day prior notice. If so required, the Supplier must provide a copy of such an insurance policy to ITT including evidence of payment of insurance premiums.

7.3 The Supplier shall indemnify and hold harmless ITT, its directors, employees, agents and successors from any and all relevant costs arising in case that a Product supplied by the Supplier is recalled due to a flaw in it, provided that ITT informs the Supplier without delay prior to any such recall—with the sole exception of urgent cases- in order to collaborate and define an efficient common conduction of the recall.

8. Laws and regulations, Business ethics

8.1 The Supplier undertakes (as well with reference of any of its subcontractors and/or employees involved in the performance of this Agreement) to comply with applicable sanctions, anti-bribery and anti-corruption laws (including the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and the laws of any other applicable jurisdiction) and agrees not to commit any corruption act for the benefit of ITT. In this regard, the Supplier agrees to abide by the principles of ITT Inc.'s Code of Conduct and ITT Inc.'s expectations of its suppliers available at <https://www.itt.com/about/suppliers>.

The violation of the commitments undertaken by the Supplier with the above paragraph, as well as of any of the provisions of the Model and Ethical Code, is a material breach of the Agreement and will give right to ITT to terminate it without prejudice to claim any damage suffered by ITT.

8.2 The Supplier agrees to maintain its books and records accurately and with the diligence required for such activity. ITT reserves the right at any time to inspect the Supplier's books and records by an expert appointed for this purpose. It is understood that the expert's costs will be borne solely by the Supplier.

8.3 As far as concerns the supply of Products:

a) The Supplier represents and warrants to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act), and with the Conflict Minerals Final Regulations adopted by the U.S. Securities and Exchange Commission (SEC) on August 22nd, 2012. In addition, whether or not the Supplier is required to file reports with the SEC under the Dodd-Frank Act, the Supplier declares to have carried out appropriate due diligence pursuant to the framework provided by the Organization for Economic Co-operation and Development (OECD) about the presence of tin, tungsten, tantalum and gold in raw materials, components and/or products in its supply chain. The Supplier shall provide timely and sufficient information to ITT about the presence of tin, tungsten, tantalum and/or gold in the raw materials, components and/or products sold to ITT, the country of origin, and the name and location of the smelter where tin, tungsten, tantalum and/or gold was processed. The Supplier acknowledges that on the basis of such declaration, statements and warrants, ITT shall verify the compliance by the Supplier with the aforementioned laws and regulations. The declarations, statements and warrants above are deemed as renewed by the Supplier at the time of any supply.

b) For any substance that is contained, on its own or in a preparation, in the Product, the Supplier represents and warrants to comply with all the obligations set forth in Regulation (EC) No 1907/2006 (REACH) and in any connected laws and regulations, including Regulation (EC) No 1272/2008 (CLP), and to indemnify and hold harmless ITT for any claim, request or damage depending or in any way connected to a breach of such provisions. All the supplies of Products under the Agreement shall be considered valid and consistent with the rules of Regulation (EC) No 1907/2006 (REACH) and with any connected laws and regulations, including Regulation (EC) No 1272/2008 (CLP), and the Supplier undertakes to indemnify and hold harmless ITT from all the cost arising out of or in any way connected to possible infringement of Regulation (EC) No 1907/2006 (REACH) and any connected law and regulation included Regulation (EC) No 1272/2008 (CLP).

8.4 The Supplier shall indemnify, defend and hold ITT, the companies belonging to the ITT Group, and their directors, officers, employees, suppliers, customers and agents harmless from and against any and all, direct or indirect, liability, costs, or damage, as well as any and all claims, lawsuits, or actions, either threatened or actually brought, of whatever kind or nature, wherever they may occur, including but not limited to reasonable attorney's fees and other costs, resulting from any

claim or from any actual or alleged infringement, in whole or in part, of Regulation (EC) No 1907/2006 (REACH) and any connected laws and regulations, including Regulation (EC) No 1272/2008 (CLP), arising out of the use, purchase, or importation of the Products.

9. Intellectual Property Rights

9.1 This article 9 shall not apply to the supplies of raw materials only, which may not be subject to intellectual property rights.

9.2 The Supplier hereby grants a paid-up and transferable right to use, without restrictions and in any process and/or product, the Products and/or Services, as well as any know-how and inventions of the Supplier on which the Products and/or Services are based or in which these are embodied.

9.3 If the Agreement includes development services, ITT shall acquire, for a remuneration that is included in the Price, unrestricted, exclusive, transferrable and sub-licensable right to use any discovery and experimentation – whether protected or not in any form – resulting from the development until the creation of the Products. If such discoveries and experimentations include software programs, the rights to use shall extend to both the object code and the source code.

9.4 Should the Supplier contribute to an improvement to any product of ITT this latter shall be entitled to full ownership of any such improvements conceived or implemented by the Supplier during the performance of the Agreement.

9.5 The Supplier represents and warrants that the Products, their components, or accessories, as well as the use of the Services (even if further processed by ITT) do not infringe any intellectual property rights of any third party. The Supplier shall indemnify ITT for all the costs, damages and claims arising out or relating to the Products and/or the incorporation of the Products in the final products sold by ITT or by any customer of ITT, if such Products infringe the intellectual property right of a third party. The Supplier shall assist ITT and, upon request by this latter, defend ITT, at the Supplier's expenses, in any disputes in which ITT may become involved as a consequence of said infringement, taking over any and all liability for the violation of the intellectual property rights in connection with its Products and/or Services.

10. Confidentiality

10.1 For the purpose of this article, the following information shall be deemed as "**Confidential Information**": (i) any technical information, including without limitation, any process, material, raw material, formula, technique, method, computer program, source code, diagram, drawing, sample, prototype, flow-chart, measuring instrument, video, film, or photo however provided to the Supplier by ITT, and/or on behalf of it, and/or of which the Supplier has however become aware in connection with the performance of any Agreement; (ii) any commercial, organizational, strategic information or information of any other nature concerning the ITT business, products or services however disclosed to the Supplier by ITT, and/or on behalf of it, and/or of which the Supplier has however become aware in connection with the performance of any Agreement; (iii) any discovery and experimentation, invention, knowledge, data, or information of any kind, method, specification, know-how, software conceived, implemented, developed and supplied by the Supplier during the performance of any Order (hereinafter, the "**Results**"); (iv) any document or note of the Supplier containing the information under points (i) and (ii) above or the Results.

10.2 The Supplier acknowledges that ITT's Confidential Information and Results are and will remain in the property of this latter and that ITT is the owner of any intellectual property right on the same.

10.3 The Supplier shall (i) hold strictly confidential any and all Confidential Information and not disclose them to any third party; (ii) use such precautionary measures and tools as reasonably required and adequate in order to prevent the disclosure and the unauthorized use of Confidential Information; (iii) promptly return, upon termination of the supply, or even before to such termination if so requested by ITT, all the documents (including those on electronic supports) containing Confidential Information and destroy any copies or support, even electronic, of the same, providing ITT with a declaration attesting to have destroyed all the above

mentioned copies and documents; (iv) use Confidential Information only as required for the performance of the Agreement; (v) not copy, duplicate, reproduce, or record Confidential Information in whatsoever manner; (vi) not file any patent, utility model, design application or other application for the registration of drawings or of any other intellectual property rights based upon, or in connection with, and/or including any Confidential Information; (vii) not develop, directly or indirectly, for the benefit of third parties nor make available, directly or indirectly, to third parties, for any reason whatsoever, any products, samples or prototypes based on the Confidential Information; (viii) limit access to Confidential Information within the company only to those employees who need to know them for the fulfilment of their tasks with respect to any Agreement; (ix) ensure compliance by the employees who become aware of the Confidential Information with all relating confidentiality obligations; (x) have third parties to whom the Supplier must disclose, for the performance of this Agreement, the Confidential Information comply with the confidentiality obligations in this Article, without prejudice to the Supplier's liability to ITT for any breach of the obligations in this Article by any such parties.

10.4 Nothing in any Agreement, nor the disclosure of Confidential Information, can be interpreted as to grant and/or transfer any intellectual property rights or any license to use, in connection with the Confidential Information.

10.5 Regardless of the duration of the supply, with respect to each Confidential Information, the confidentiality obligations provided in this article shall continue to be effective and binding on the Supplier until the Confidential Information becomes of public domain through no fault of the Supplier.

10.6 The Supplier shall not disclose, without the prior written consent of ITT, that it is a Supplier of ITT, the existence of the Agreements nor the content or subject of the same. Further, the Supplier shall not use any ITT name, logo, trademark, or other identifying characteristic without ITT's prior written approval.

10.7 All drawings, samples, models, plans and programs that will be ordered by ITT shall remain the exclusive property of ITT.

10.8 Upon ITT request, the Supplier shall provide ITT free of charge with the agreed number of documents, instructions, specifications and drawings, or at least one copy of such material.

10.9

By accepting this Contract, according to GDPR (where applicable) or other applicable law for data processing, each Party acknowledges and agrees that personal data relating to the other Party, as well as personal data (e.g. name, company email address, etc.) of its employees / collaborators involved in the activities of this Contract, will be communicated and processed by the other Party for purposes strictly functional to the Contract.

Any processing, either manually and/or electronically, of personal data will be done in accordance with the provisions of GDPR or other applicable law, adopting appropriate technical and organizational measures and considering the risk and the nature of personal data, in order to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure and/or access.

Should the cooperation between the Parties constitute a processing relationship pursuant to Art. 28 of the GDPR, the Parties shall conclude a separate processing agreement pursuant and in full compliance with the GDPR.

11. Export control orders, customs, Country of origin

11.1 The Supplier shall be responsible for complying with any legislation or regulations governing the delivery of Products or performance of Services and, in particular, with the export provisions of the EU or EU member states and of the USA, with the applicable export control law and customs regulations of the country of origin and shall be obliged to provide ITT with all correlated information. Supplier shall not knowingly transfer to ITT any products, goods, software, technology, or services that are subject to export controls. Supplier confirms that no activities under any Agreement shall involve any country, territory, region, entity, or person sanctioned or subjected to an

embargo by the EU or the United States or any other applicable jurisdiction.

11.2 The Supplier shall provide ITT with any other export licenses and permits as required for the delivery of Products or the performance of Services. ITT shall be immediately informed in the event that there is a change in the country of origin, with or without prior request.

11.3 As far as concerns the supply of Products:

(a) The Supplier shall provide ITT with evidence of the country from which the Products originate by means of a Long Term Supplier Declaration, if the Supplier's place of business is within the territory of the EU, or by means of certificates of preferential origin, if the Supplier is established outside the EU.

(b) the Supplier shall indemnify ITT from all costs and damage that may arise from false, incomplete or incorrect statements or documents regarding the country of origin of the Products.

12. Force Majeure

12.1 Parties agree that Force Majeure causes or events occur in case that performance of the Agreement becomes impossible due to an unforeseeable event beyond the control of the Party, provided that it is not attributable to the negligence or willful misconduct of the Party invoking this Force Majeure clause. In any event, the following events do not fall within the scope of Force Majeure pursuant to these General Terms and Conditions: local strikes or strikes of subcontractors of the Supplier (including, without limitation, strikes of carriers) or acts of competent Authorities when due to the default of the Supplier or of a subcontractor of the Supplier or to non-compliance with any law, regulation, order or by-law.

12.2 If any Force Majeure event persists without interruptions for nine (9) months, the Agreement shall be terminated.

12.3 If a Party wishes to invoke Force Majeure, it must inform the other Party of the relevant event not later than seven (7) days after occurrence of such a Force Majeure event.

13. Applicable law, Jurisdiction

13.1 The Agreement, and any issue in connection with it, shall be governed as follows:

(i) by the laws of Italy (with the exclusion of the conflict of laws rules) with the express exclusion of the United Nations Convention for the International Sale of Goods (CISG) of April 11, 1980, if one Party to the Agreement is ITT Italy S.r.l. (regardless of the nationality of the Supplier) or if the Supplier is an Italian company (regardless of which company belonging to the ITT Group is a Party to the Agreement);

(ii) by the laws of the place where ITT has its registered office (with the exclusion of the conflict of laws rules), if the Parties to the Agreement are –on the one side- a company of the ITT Group that is not Italian and –on the other side- a Supplier that is not Italian.

13.2 Any dispute arising out of or in connection with any Agreement governed by these General Terms and Conditions, including those concerning the validity, performance, effectiveness and termination thereof, shall be submitted (i) to the exclusive jurisdiction of the Court of Milan, where the applicable law is Italian law; or (ii) to the exclusive jurisdiction of the competent court over the concerned company of the ITT Group in accordance with local law, where the applicable law is a local law other than Italian law.

14. Termination, Withdrawal

14.1 ITT may terminate any Agreement, or any part thereof, upon written notice, without indemnity being due by ITT to the Supplier, in case that insolvency proceedings are filed against the Supplier, or if a substantial deterioration occurs in the financial position of this latter, or if either the legal status, or the ownership, or the management of the Supplier are affected by a substantial change so that it would be unreasonable for ITT to continue to be part in the Agreement.

14.2 Save what otherwise provided in these General Terms and Conditions, ITT shall have the right to terminate at any time any Agreement, or any part thereof, upon written notice to the Supplier to be sent by registered letter with return receipt, effective as of the date which ITT indicates in the termination notice, in the event that:

- Products and/or Services are delivered after expiration of the delivery terms agreed upon by the Parties, without prejudice to any other available remedy.

- Defective Products and/or Services are not remedied nor replaced within the terms and conditions set forth in these General Terms and Conditions and in applicable laws.

- the Supplier fails to fulfil one or more of the obligations provided by these General Terms and Conditions under art. 5 "Quality, Inspection of Products"; art. 7.2 in respect of the obligation to maintain a valid and effective insurance policy as required in the Agreement for the whole duration of it; art. 8 in respect of any failure to comply with the Code of Conduct; art. 9 "Intellectual Property Rights"; art. 10 "Confidentiality".

14.3 In every case of termination provided for by this article, ITT reserves the right to claim compensation of damages incurred or alleged by any third parties.

14.4 ITT shall have the right to withdraw from each Agreement upon 30 (thirty) day notice, without indemnity being due by ITT to the Supplier except for the right of this latter to receive remuneration for all activities performed by it with due care and diligence until the date of withdrawal.

15. Miscellaneous

15.1. Should any provision of the General Terms and Conditions or of any Agreement be or become -in whole or in part- void, ineffective or unenforceable, the validity of the remaining provisions shall not be affected and the Parties shall promptly enter into negotiation in good faith to replace the affected provision by one having a similar economic effect for both Parties. In any event, failing the Parties to negotiate, a provision shall apply which, as far as legally possible, most closely reflects the one which the Parties would have wanted if the Parties had considered such ineffectiveness at the time of the execution of the Agreement.

15.2 The Supplier agrees that the provisions contained in these General Terms and Conditions are understandable and not disadvantageous from its standpoint and that both these General Terms and Conditions and the Agreement do not deviate from customary conditions agreed in similar cases. The Parties hereby exclude application of Sections 1799 and 1800 of the Czech Civil Code governing general commercial terms and conditions in case of contract of adhesion, non-understandable contract definitions, and unusually disadvantageous provisions and the relevant validity.

15.3 The Supplier may not avail of sub-contractors or independent contractors without the prior written authorization of ITT, without prejudice to the Supplier remaining primary and directly liable for the conduct of any such appointed sub-contractor or independent contractor and for performance by them of contractual obligations as well as to the obligation of the Supplier to indemnify and hold ITT harmless from any action or claim brought by any such sub-contractor or independent contractor or by any third parties.

15.4 Any failure or delay by ITT to require proper performance of an Agreement or to enforce any rights arising from an Agreement in case of breach of such Agreement by the Supplier will not constitute a waiver to the rights of ITT arising from such breached provisions or to the right of ITT to ask proper performance of all the terms and conditions set forth in the breached Agreement or in these General Terms and Conditions.

15.5 The Supplier must not assign, totally or in part, the rights or obligations contained in the Agreement and in these General Terms and Conditions without the prior written authorization of ITT.

15.6 The provisions in article 9, 10 and 13 of these General Terms and Conditions, together with those that are required for the construction and exercise of the rights arising from an Agreement shall survive termination of such Agreement continue in full force and effect.

The Parties hereby declare that these General Terms and Conditions are the result of direct negotiation and therefore article 1341 e 1342 Italian Civil Code shall not apply.

Accepted by

(On behalf of the Supplier)

Mr. _____, duly authorized