

## **General Terms and Conditions of Sale Valvoline Italy S.r.l.**

### **Article 1 – General**

1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to: 1) all offers, quotations, order confirmations issued by Valvoline Italy S.r.l. or any affiliate thereof (“Supplier”) and 2) all Agreements as hereinafter defined between Supplier and any (prospective) buyer (“Buyer”).
2. “Order Confirmation” shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. “Purchase Order” shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. An agreement (“Agreement”) shall be entered into if and when (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately object to this in writing.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.
5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

### **Article 2 – Prices**

1. At any time before the conclusion of an Agreement, all of Supplier’s offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.
2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, packaging and carriage and based upon delivery “Ex Works”, according to the Incoterms 2010.
3. All sales shall be invoiced inclusive of applicable taxes and levies and other charges as well as the costs of carrying out customs formalities payable upon export

### **Article 3 - Terms of Payment**

1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.
2. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge interest on any overdue payments at the rate of 15% per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extra judicial collection costs.
3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier’s bank statements shall be deemed to constitute the effective date of payment.

### **Article 4 - Delivery, Title and Risk**

1. The Incoterms 2010 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.
2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
3. Supplier’s weights and measurements shall govern unless proven to be incorrect.
4. Buyer shall inspect the products and/or services immediately on quality and quantity upon delivery thereof by Supplier.
5. Title of ownership of all products supplied by Supplier shall not pass to Buyer until settlement in full of the sales price and all other sums due to Supplier.
6. Risk of loss and damage to the products shall pass to Buyer upon delivery.

### **Article 5 - Packages**

Where the Agreement states that packaging of products is or remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must

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advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period shall be paid for by Buyer at Supplier's standard replacement costs.

### **Article 6 – Equipment**

Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier at all times, unless explicitly agreed upon otherwise in writing.

### **Article 7 - Health Risk and Safety**

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

### **Article 8 – Inspection**

1. Buyer shall immediately upon delivery inspect the products and/or services.
2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

### **Article 9 – Warranty**

1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.
2. Where the products do not conform to the specifications at the time of the delivery, Supplier shall at its expense either replace any quantity of the returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier's option, credit Buyer for the invoice value of the non-conforming products.

### **Article 10 – Liability**

1. Any liability on the part of the Supplier, contractual or otherwise, shall be limited, save the case of gross negligence or willful act, to:
  - a. the remedies set forth in Article 9 if the Agreement only relates to the delivery of products, or
  - b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier's receipt of Buyer's written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the making available of equipment.
2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the implementation of any Agreement.
3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).

### **Article 11 - Force Majeure**

Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product sold to Buyer, failure by its regular supplier for any reason to supply such product as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation or Order Confirmation.

### **Article 12- Confidentiality**

Any technical, commercial, economic and other information and data concerning Supplier's business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs,

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operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier's first request or upon termination of the Agreement.

### **Article 13 - Governing Law / Disputes**

1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of Italy.
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts in Milan
3. Applicability of the United Nations Convention on the International Sale of Goods (CISG, 1980) is explicitly excluded.

Date

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Supplier

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Buyer

In accordance with the Articles 1341 and 1342 of the Civil Code, more in particular the following clauses have been approved: 2 (Prices), 3 (Payment Terms), 4 (Delivery), 7 (Health Risk and Safety), 8 (Inspection), 9 (Warranty), 10 (Liability), 11 (Force Majeure), 12 (Confidentiality) and 13 (Governing Law - Disputes - Competent Court)

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Supplier

\_\_\_\_\_  
Buyer