



ADDENDUM TO
DAYCO GLOBAL TERMS AND CONDITIONS OF PURCHASE
FOR DAYCO IN EUROPE

For all Orders issued by Dayco affiliates, subsidiaries or divisions domiciled in Europe, including Dayco Europe S.r.l. A Socio Unico, the Global Terms are amended as follows:

- The following Section shall be added to Section O as Section O.3 of the Global Terms:

The Seller represents and warrants that it shall perform the Order in compliance with any and all laws, provisions and/or regulations applicable in the countries in which the Items are manufactured and/or to which they are destined and in particular that it shall not breach any applicable provisions on bribery, on protection of the environment, on the protection of personal information and privacy, on employee compensation, on working times and conditions, on the protection of child labour, on selection of subcontractors, on safety on the workplace and motor vehicle safety; and Seller warrants that it is aware of and acknowledges the provisions of Italian Legislative no. 231 of 8 June 2001, on criminal liability of bodies corporate (“Decree”), that it has not committed any of the offenses stated in the Decree and that it undertakes to comply with the provisions of the Decree and base its conduct, in the performance of the Order, on the principles of full disclosure, fairness and loyalty.

- Section T.3 of the Global Terms shall be replaced with the following:

3. Governing Law and Settlement of Disputes: The rights and obligations of the parties hereto shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods rather the rights and obligations shall be governed by and interpreted in accordance with Italian law. In case an Italian translation of the Order and the documents referred to on the face hereof is provided to Seller, the Italian version shall prevail in case of any discrepancy between the Italian translation and the English version. Any dispute brought by Seller against Purchaser arising from or in connection with the Order and the terms and conditions hereof shall be exclusively brought in the Tribunal of Chieti or the Tribunal of Turin, as specified solely at the option of Dayco. Purchaser may bring suit against Seller in any court having jurisdiction over Seller.

[signatures on following page]



Signature

General Approval

By executing this Addendum, the Seller represents to be aware of and bound by the contents of the Global Terms as amended by this Addendum.

The Seller:

Name Surname: _____

Title: _____

Signature: _____

Specific Approval

The Seller, pursuant to Articles 1341 and 1342 of the Italian Civil Code, specifically agrees with the following sections: Section C.4 (Delivery – Right to make changes to specifications); Section D.1 (Waiver on liens); G.1 and G.2 (Warranty of the Seller and Indemnification); H.1 and H.2 (Termination of Order and limitation of responsibility of the Purchaser); Section K.1 (Waiver on liens); N.4 (Confidentiality obligations); P (Force Majeure – purchase from other suppliers and right of termination); Q (Assignment and subcontracting); S (Limitation on advertising); T.3 as amended by this Addendum (Governing law and jurisdiction); U (limitation on Purchaser’s liability); X (right of set off).

The Seller:

Name Surname: _____

Title: _____

Signature: _____