

GENERAL TERMS FOR THE PROVISION OF SERVICES



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1. Definitions

1.1. In these Standard Terms (as defined hereunder) the following terms have the meanings ascribed to them as follows:

- 1.1.1. **Closed Order:** A written request and/or a written Order issued by FGP in the name and on behalf of the Purchaser and sent to the Contractor by post or internet electronic file transfer, containing the binding request to execute the Services which sets forth the specific terms and conditions for the performance of the Service and which fully incorporates these Standard Terms, the Open Order if applicable, the Specifications and any specific Contracts/written agreements between the Parties
- 1.1.2. **Contract:** either: (i) a Closed Order which includes the Specifications and the acceptance of the same by the Contractor, whether expressly or by conduct implying an intent (such as, by way of example and not of limitation: if the Contractor starts execution of the Service), without modifications, exceptions and/or conditions of any kind, except as agreed in writing between the Parties and/or (ii) a specific contract/written agreements between the Parties that include the Specifications and these Standard Terms.
- 1.1.3. **Contractor:** the company identified at the end of these Standard Terms.
- 1.1.4. **Final Report:** where provided in the Contract, the report prepared by the Contractor, based on a model agreed with the Purchaser and delivered to the latter on the conclusion of the Service, by which the conclusion of the Service is notified with a comprehensive summary of all activities performed.
- 1.1.5. **Monthly Report:** where provided in the Contract, the report prepared by the Contractor, based on a model agreed with the Purchaser and delivered to the latter by the twentieth (20th) day of each month, containing all the information, data and details necessary to verify the correct performance of the Services and further details reasonably required by the Purchaser, as set forth in Article 11.
- 1.1.6. **Open Order:** a written Order issued by FGP in the name and on behalf of the Purchaser and sent to the Contractor by post or internet electronic file transfer containing the non-binding forecast of the requested Services and the general terms and conditions referring to the performance of the Services (by way of example and not of limitation: the maximum yearly forecasted amount; the price list as agreed by the Parties, the nature of the Services) and that includes these Standard Terms as well as the Specification;
- 1.1.7. **Order:** Open Order and/or Closed Order;
- 1.1.8. **Order Variation:** written instructions issued by the Purchaser and accepted by the Contractor in writing or by conduct implying an intent (such as, by way of example and not of limitation, if the Contractor begins to perform the Service) to introduce a modification or variation to a Service being provided pursuant to Article 10.
- 1.1.9. **Party/Parties:** the Purchaser and/or the Contractor.
- 1.1.10. **Price:** the amount stated in the Contract that the Purchaser shall pay to the Contractor as the all-inclusive consideration for the performance of the Service, including safety costs and net of VAT and any other applicable taxes.
- 1.1.11. **Provision(s) of Law:** All laws and regulations in force at the time of signature of the Contract and applicable throughout its period of performance, therein including, but not limited to: (i) Provisions of Law on Safety and Environmental Protection, (ii) Italian law, if applicable to the Contract and/or the laws of the Country where the Service is provided pursuant to Article 28.
- 1.1.12. **Provision(s) of Law on Safety and Environmental Protection:** any provision sanctioned by a Provision of Law that the Contractor is obliged to comply with and

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implement in relation to its employees concerning: (i) the workplace safety and accident prevention regulations of Legislative Decree No. 81/2008 as amended, or similar legislation in force in the Country where the Service is provided pursuant to Article 28, and (ii) legislation on the environment and the prevention of pollution caused by industrial activities.

- 1.1.13. **Purchaser:** the company in whose name and on whose behalf FGP, pursuant to a specific mandate, issues the Order or concludes the relevant Contract
- 1.1.14. **Service(s):** all the activities that the Purchaser requires to the Contractor in a specific Contract and specifically identified therein.
- 1.1.15. **Specifications:** all contract documents prepared by the Purchaser on the qualitative, technical, functional and reliability characteristics of requested Services, including technical and quality standards, diagrams, plans, procedures, guidelines and similar documents prepared by the Purchaser in relation to the provision of the Services.
- 1.1.16. **Standard Terms:** These Standard Terms for the Provision of Services.
- 1.1.17. **Quality Standards:** the minimum standards of quality, efficiency and cost-effectiveness of Service as specified in the Contract, which the Contractor must comply with throughout the term of the Contract.

2. Scope of the Standard Terms

- 2.1. The purpose of these Standard Terms is to establish the terms and conditions that, together with the specific conditions set out in the relevant Contract, shall govern the performance of the Services.
- 2.2. These Standard Terms, as supplemented by a specific Contract, contain the only terms and conditions under which the Purchaser intends to entrust the performance of the Services to the Contractor.
- 2.3. Any of the Contractor's general conditions for performance of Services, any terms and conditions set out in the offer or Order acceptance or other documents submitted by the Contractor shall not apply and shall in no case be considered an integral part of these Standard Terms and/or the Contract. The Contractor expressly waives the right to assert such other terms and conditions, unless written acceptance thereof is given by the Purchaser.
- 2.4. These Standard Terms shall enter into force and effect starting from the date on which the Contractor signs them and shall apply to any Contract already in progress at that date or, if concluded subsequently, that expressly refers to these Standard Terms.

3. Entrusting the Contractor for the performance of the Services

- 3.1. The Purchaser entrusts the Contractor with the task of performing the Services by means of the conclusion of a specific Contract and the Contractor accepts such entrustment on the basis of the terms and conditions of these Standard Terms and of the relevant Contract. By signing these Standard Terms, the Purchaser does not assume any obligation in relation to the issue of subsequent Orders or the entering into of subsequent Contracts, it being understood that any estimates that may be provided or that shall be provided by the Purchaser in relation to the quantification of the activities covered by the Service shall be considered as purely indicative and shall not constitute or imply any obligation and/or warranty on the part of the Purchaser.

4. Autonomy and independence of the Contractor

- 4.1. By entering into the Contract, the Contractor represents and warrants the following:
 - 4.1.1. that the Services shall be provided to industry standards and with the diligence required by their nature;
 - 4.1.2. that it has carefully assessed and accepted: (i) the specific quality, technical, service and reliability specifications/standards required by the Purchaser pursuant to the

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- Contract, and (ii) its ability to perform the Service in full compliance with these Standard Terms and the Contract itself;
- 4.1.3. that at the time of entering into the Contract, it is in possession of all licenses and/or administrative authorizations necessary for the performance of the Service subject to the Contract;
- 4.1.4. that it owns: (i) adequate personnel in terms of numbers, experience and technical knowledge, (ii) facilities/equipment that meet the requirements established by Provisions of Law on Safety and the Environment, with technical specification/standards adequate to the specific nature of the Service and the workplaces in which they are to be used, and (iii) all resources, including financial resources, necessary for the performance of the Service;
- 4.1.5. that it is solely liable for its methods of organisation, using its own means and resources for the performance of the Service, without any relationship of employment and/or subordination to the Purchaser;
- 4.1.6. that at the time of entering into the Contract, it was aware of all the technical and safety information indicated in the Contract that are necessary for the performance of the Service, and that it undertakes to perform the Service in accordance with said information and the Provisions of Law;
- 4.1.7. that it shall provide and update all documents necessary and/or useful to the Purchaser to assess the technical/professional skills of the Contractor (including, by way of example and not of limitation: safety costs, the number of injuries to workers in the last three years, etc.);
- 4.1.8. that it ensures that its employees shall receive remuneration not less than that established by any contractual provisions of a collective nature applicable in the Country where the Service shall be provided and to scrupulously comply with all the obligations and duties arising from such agreements. In particular, with respect to the performance of the Service, the Contractor undertakes to: (i) use exclusively personnel duly employed in accordance with the Provisions of Law, with a prohibition on the use, even temporarily, of persons who do not possess any Public Safety, Labour Inspectorate and Municipal authorisations and permits that may be required by Law, and (ii) comply with all formalities relating to social security and insurance contributions for its employees and, if required, third party collaborators as provided by Law;
- 4.1.9. that it guarantees to the Purchaser that all legal, economic, insurance, social security and contractual charges, and charges of any other nature arising from the employment relationship with its personnel and its third party collaborators, are and shall remain its own full and sole responsibility. Specifically, in the event of any judicial or extrajudicial action, demand or claim brought against the Purchaser by the Contractor's employees and third party collaborators or by social security bodies or tax authorities, the Contractor shall, also after the expiry of the Contract, undertake to: (i) intervene promptly to remedy any alleged default or irregularities, (ii) provide the Purchaser with any necessary information and documentation, (iii) hold the Purchaser fully harmless from any claims and/or action brought by the aforementioned parties in relation to activities related to the Service, and (iv) reimburse the Purchaser for any costs and expenses incurred as a result of such actions, hereby authorising the Purchaser to compensate the sum of fees and charges borne by the Purchaser from whatsoever amount due to the Contractor;
- 4.1.10. that it shall provide every 3 (three) months, and in any case on the simple request of the Purchaser, any data and information necessary for knowledge of the contractual, remunerative, contributory and insurance situation (hereinafter the "Obligatory Contractual Documentation") of its employees and third party collaborators (such as, but not limited to, the '*Documento Unico di Regolarità Contributiva*' (certificate of social

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security compliance), known by its acronym "DURC", or other equivalent document in the Country where the service is performed).

- 4.2. Pursuant to the following Article 13.1 the Purchaser reserves the right to suspend the payment of the Price at each individual deadline in the event that the Obligatory Contractual Documentation is not produced or is not suitable for its intended purpose. In such cases, the Purchaser reserves the right to request the Contractor, which hereby accepts, to issue a mandate to a qualified intermediary indicated by the Purchaser itself to verify the regularity of the remunerative, contributory and compulsory insurance position of its employees and third party collaborators with social security bodies or tax authorities. Without prejudice to the Contractor's obligations as provided in Article 4.1.9, if an irregular remunerative, contributory or insurance position vis-à-vis its employees or third party collaborators is revealed as a result of such a review, the Contractor shall undertake to: (i) act promptly to remedy any default or irregularity ascertained, and (ii) to hold the Purchaser harmless from any costs or expenses incurred in connection with the said verification in addition to any sum that may be due pursuant to Article 4.1.9.
- 4.3. During the term of the Contract, the Contractor undertakes to provide the Purchaser with all information of a financial nature that the Purchaser may reasonably request in order to assess and monitor the continuous ability of the Contractor to perform the Service correctly and within the established deadlines, therein expressly including approved and, where possible, audited financial statements.
- 4.4. The Contractor shall cooperate with the Purchaser and with its employees, representatives and consultants in order to comply with any reasonable instruction, request or direction that the Purchaser may issue in relation to a Contract and the performance of the relevant Service, including in the event of Order Variation.
- 4.5. Any conduct on the part of the Contractor that does not conform to the above representations and warranties: (i) shall not in any manner exempt the Contractor from any liability established in these Standard Terms and/or in the Contract, and (ii) shall give rise to an obligation on the Contractor to hold the Purchaser harmless from any damage that may arise from the Contractor's failure to fulfil its representations and warranties.
- 4.6. The Contractor recognises and acknowledges that compliance with the provisions of this Article 4 constitutes an essential condition for the Purchaser to enter into the Contract and consequently that the Purchaser may suffer damages, losses, costs and expenses as a result of any whatsoever breach of its obligations pursuant to this Article 4. The Purchaser therefore reserves the right at any time to verify the proper fulfilment of the contractual obligations hereby undertaken by the Contractor under this Article 4 and, subject in any case to payment and indemnification by the Contractor for damages losses, costs and expenses suffered by the Purchaser, the Purchaser shall have the right to terminate the Contract according to Article 22 if, as a result of such a verification, a breach of the Contractor of its obligations provided for in this Article 4 have been ascertained.

5. Obligation of the Contractor to comply with Provisions of Law on Safety and the Environment

- 5.1. The Contractor undertakes to comply with the Provisions of Law on Safety and Environmental Protection during the performance of the Service.
- 5.2. In the event that the Service is to be provided at the Purchaser's premises or manufacturing facilities, the Contractor undertakes to comply and ensure the compliance by its employees, third party collaborators and subcontractors with all instructions and guidelines issued by the Purchaser on any specific risks existing in the environment in which it is required to operate and to comply with preventive and emergency measures adopted by the Purchaser to prevent such risks.

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- 5.3. According to Article 5.2, the Contractor undertakes to comply with and ensure the compliance by its employees, and any third collaborators and subcontractors, with all Provisions of Law on Safety and the Environment.
- 5.4. By entering into the Contract, the Contractor confirms that, as agreed with the Purchaser, the Contractor inspected the premises where the Service shall be executed in order to assess requirements for the execution of the Contract without causing any hindrance to normal production activities and to prepare, in consultation with the Purchaser, any security plan, analysis and documentation that the Contractor, either alone or together with the Purchaser, must produce in order to comply with any whatsoever Provision of Law.
- 5.5. If necessary, when entering into the Contract, the Contractor confirms that, as agreed with the Purchaser, an Interference Risk Assessment Report ("DUVRI" in its Italian acronym) or other equivalent document in the Country in which the Service is to be performed has been completed, indicating measures taken to eliminate or, where this is not possible, minimize risks of interference. This document must be attached to the relevant Contract on penalty of the absolute invalidity of the Contract. Safety costs arising from interference risks identified in the DUVRI or equivalent document in the Country in which the Service is to be performed, shall be specifically indicated in the DUVRI and/or the relevant Contract. In the event that new interference risks arise that are linked to the presence of other firms, other methods of performing the Service, or a request for additional services, the Contractor, in consultation with the Purchaser, shall: (i) proceed to assess new interference risks (ii) identify the most appropriate measures to be taken to eliminate such risks, and (iii) draw up a new DUVRI or equivalent document in the Country where the Service is to be performed, which must be attached to the relevant Contract on penalty of absolute nullity of the said Contract.
- 5.6. In addition to the above provisions, the Contractor shall undertake to notify the Purchaser of any accident involving its employees and/or third party collaborators and/or any subcontractors duly authorised in writing by the Purchaser that occurs during the performance of the Service, within 3 (three) days of its occurrence, specifying the cause, manner and severity of the event together with any inspections and verifications carried out by the relevant public authorities.
- 5.7. The Contractor shall keep the Purchaser constantly informed of any clinical and administrative developments arising from the industrial accident.
- 5.8. Upon entering into the Contract, the Contractor shall indicate to the Purchaser its own representative responsible for fulfilment of the obligations set forth in this Article 5, and to issue to its personnel the necessary identification documentation for access to the Purchaser's manufacturing facilities (hereinafter called the "Facilities"). The Contractor undertakes to comply and ensure the compliance by its employees, third party collaborators and any subcontractors, with the regulations on the access to the Facilities that the Purchaser shall provide the Contractor with, at the time in which the Purchaser release to the Contractor the authorisation to enter in the Facilities and the Contractor issues the related identification documents to its employees.
- 5.9. Unless otherwise agreed by and between the Parties, during the execution of the Contract, the Contractor shall, at its own risk and expense dispose of the waste generated by the performance of the Service, as the producer of such waste, after storing them in an appropriate area indicated and made available by the Purchaser within its Facilities, or to deliver it directly to third parties authorised to transport and dispose of such waste in accordance with applicable Provisions of Law on Safety and Environmental Protection, subject to the written consent of the Purchaser to enter in the Facilities.
- 5.10. Any failure by the Contractor to comply with the obligations established at this Article 5 shall entitle the Purchaser to terminate the specific Contract according to Article 22.

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6. Service Level and penalties

- 6.1. It is the obligation of the Contractor to perform the Service in accordance with: (i) the Contract, (ii) the Specifications, and (iii) the Quality Standards defined in the specific Contract, in accordance with all Provisions of Law.
- 6.2. For the entire period of validity of the Contract, the Purchaser shall have the right to inspect the Quality Standards, the compliance with the Specifications and the proper fulfilment of the Service provided, at any time, without prior notice and if necessary also accessing the Facilities where the Service is performed, as agreed with the Contractor.
- 6.3. If as a result of the inspections carried out as set forth in Article 6.2, the Purchaser ascertains that the Service is not being performed by the Contractor according to industry standards, the Quality Standards and Specifications and/or the terms of the Contract and these Standard Terms, the Purchaser shall send a written notice to the Contractor providing a reasonable period not exceeding 7 (seven) days, (hereinafter "Grace Period 1"), to remedy the cause of irregularities / deficiencies / anomalies ascertained (hereinafter the "Anomaly").
- 6.4. Upon the expiry of the Grace Period 1, if the Anomaly has not been remedied, the Purchaser shall grant the Contractor an additional period of 20 (twenty) days, (hereinafter "Grace Period 2") to remedy the Anomaly having the right to apply a penalty of 1% of the total Price of the Services or, if the Services are expected to continue in the long term, the annual Price of the Service to which the Anomaly refers to, for each day of delay with respect to Grace Period 1. Upon the expiry of the Grace Period 2, if the Anomaly has not been remedied, the Purchaser reserves the right to terminate the relevant Contract pursuant to Article 22, without prejudice to any right to seek payments and indemnification for greater damages, losses, costs and expenses. In such cases, except as provided in Article 22, the Purchaser shall not be required to grant the Term pursuant to Article 22 and the termination shall be effective from the date of dispatch of the notice by the Purchaser indicating its intention to terminate the Contract as set forth by this Article 6.
- 6.5. The penalties established in this Article shall be subject to financial compensation between the Parties according to Article 13.1(ii).

7. Service Guarantees

- 7.1. In the event that during the performance of the Service, the Contractor replaces spare parts (hereinafter the "Spare Parts") of an asset belonging to the Purchaser, (hereinafter the "Asset"), the Contractor, without prejudice to the guarantee of the Asset, undertakes to provide the Purchaser with an appropriate guarantee, for a minimum period of 24 months, covering the Spare Parts and functionality of the Asset as a whole.
- 7.2. It is nevertheless understood that the Contractor shall not be held liable for any defects of the Asset attributable to a defect in the original construction or design of the Asset itself.

8. Liability of the Contractor

- 8.1. The Contractor shall be liable for any damage caused, directly or through its employees, agents or third party subcontractors or in any way caused to the Purchaser, its employees, third parties and/or property during the execution of the Contract.
- 8.2. The Contractor undertakes, in any case, to hold the Purchaser harmless, paid and indemnified from any and all claim of any nature, made by whomsoever, against the Purchaser arising from the acts, facts or omissions indicated above.
- 8.3. It is nevertheless understood that the provisions of Article 22 shall be applied in the event of non-fulfilment by the Contractor of its obligation as set forth in this Article 8.

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9. Insurance Policy

- 9.1. The Contractor shall, by means of an appropriate insurance policy with a leading insurance company approved by the Purchaser, provide coverage for all risks of civil liability, theft, fire, direct and/or consequential damage to the Purchaser's employees, third parties and/or goods in any way related to the execution of the Contract.
- 9.2. The Contractor undertakes to provide a copy of the insurance policy to the Purchaser prior to the conclusion of the Contract.

10. Modifications and changes of the Orders

- 10.1. The Purchaser shall, at any time throughout the entire period of validity of the Contract, have the right to request an Order Variation by written communication. The terms and conditions of the Order Variation, therein including but not limited to those relating to Price, delivery terms and implementation methods, shall be the subject to a prior written agreement between the Parties which shall be set out in the relevant Order Variation.

11. Reporting

- 11.1. The Contractor undertakes to prepare and forward to the Purchaser a Monthly Report by the twentieth (20th) day of each month and, upon conclusion and completion of the Service, a Final Report summarising all activities performed in compliance with the provisions of the Contract.
- 11.2. Any delay in providing the Monthly Report or Final Report shall result in the Contractor being unable to issue the relevant invoices until all the missing documentation is forwarded to the Purchaser.
- 11.3. Once the Monthly Report and/or Final Report has been received by the Purchaser, the Purchaser shall have twenty (20) days to review and approve it or to notify the Contractor in writing of any anomalies or irregularities detected. The Contractor may proceed to issue the relevant invoice if: (i) the period indicated has elapsed without the Purchaser raising any objection as to the completeness and correctness of Monthly/Final Report it has received, or (ii) the Purchaser has already issued its written approval to the Contractor for the invoicing of the Service performed, it being understood that the events mentioned in paragraphs (i) and (ii) above constitute merely the acceptance of the material description of the Services contained in the Monthly and/or Final Report and an essential condition for the issuance of the invoice by the Contractor.
- 11.4. It is furthermore understood that the issuance of said approval may not in any manner be construed and interpreted, expressly or implicitly, as a waiver by the Purchaser of any right provided for by these Standard Terms, the Contract, and/or applicable Provision of Law, including in relation to any future dispute concerning the relevant invoices.

12. Price

- 12.1. The Price shall be indicated in the specific Contract and shall be understood as fixed and not subject to change, unless it is the result of an Order Variation. In such case, the provisions of Article 10.1 shall apply.
- 12.2. Any safety costs arising from measures adopted to eliminate or reduce the risk of interference will be specifically indicated in the DUVRI Interference Risk Assessment Report and/or in the relevant Contract.

13. Terms of payment and invoicing

- 13.1. The Purchaser: (i) undertakes to pay the Price to the Contractor following receipt of the relevant invoice, according to the terms of payment set forth in the specific Contract, (ii) is entitled to the financial compensation of any amount due to the Contractor at any time against amounts due by the Contractor to the Purchaser for any reason whatsoever, and (iii) is entitled, in the event

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of failure by the Contractor to fulfil any of its obligations, to suspend payment of portion of the Price as may be due, notifying the Contractor in writing of any such suspension.

13.2. When invoicing the Price, or part thereof, the Contractor must include in the relevant invoice(s): (i) the number of the Contract, (ii) the date of the Contract, and (iii) any further information required for this purpose in the Contract.

13.3. Each payment made by the Purchaser, according to Article 11.3, shall not constitute acceptance or recognition of the fact that the Contractor has adequately and correctly performed of the Service.

14. Competitiveness obligations

14.1. Throughout the entire period of validity of the Contract, the Contractor undertakes to guarantee the competitiveness of the Service with respect to the market competitors in terms of quality, reliability, and remuneration.

14.2. The Purchaser shall have the right to verify that the levels of competitiveness of the Service provided by the Contractor are consistent with the average of the quality, reliability, and remuneration for the same or similar services offered by the market competitors. If as a result of such verifications the Purchaser ascertains that the Service is uncompetitive, the Purchaser shall promptly notify the Contractor in writing, indicating the best offer received for the provision of the same or similar services.

14.3. By means of the written notice indicated in Article 14.2, the Purchaser shall grant the Contractor a period of not less than 30 (thirty) days for the Contractor to comply with the terms of the best offer of which it has been informed. In the event upon the expiry of such a period, the Contractor does not accept to revise the Service condition according to such a best offer indicated by the Purchaser, the Purchaser shall have the right to terminate the Contract immediately by simple written notification according to Article 22 of these Standard Terms, provided that the Contractor shall not have any right to claim to the Purchaser any damages and/or compensation of any kind.

15. Temporary interruption or reduction of the Purchaser's activities

15.1. The Parties agree that in the event of a reduction or temporary interruption of the productive activities of the Purchaser for any reason, including, by way of example and not of limitation the placement of employees on ordinary or extraordinary temporary lay-off and periods of closure of offices and Facilities, the Contractor shall undertake to adapt the Service as required by the Purchaser's productive activities, planning and organising its own corporate activities (materials, equipment and labour) according to the specific requirements of the Purchaser as indicated by the Purchaser itself.

15.2. In the event of a period of reduction in the productive activities of the Purchaser, the Contractor shall only be entitled to receive payment of a proportionally reduced Price according to the Service actually performed, excluding any further right to damages and/or compensation for any direct or indirect costs and expenses that the Contractor declares that it has sustained for any whatsoever reason during such a period.

15.3. In the event of a temporary interruption of the Purchaser's productive activities, the Contractor shall, on the Purchaser's instruction, suspend the performance of the Service for the entire period indicated by the Purchaser and shall not be entitled to receive payment of the Price or of any whatsoever damages and/or compensation for direct or indirect costs and expenses that the Contractor declares that it has sustained for any whatsoever reason during such a period. In the event that the interruption of the Purchaser's production activities elapses continuously or cumulatively for more than three (3) months in any year, the Contractor shall have the right to terminate the Contract, providing a three (3) months prior written notice and obtaining from the Purchaser the payment only of a Price that is proportionally reduced according to the Service actually performed, until the date of termination of the Contract, thereby excluding any further

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right of the Contractor to any damages and/or compensation for direct or indirect costs and expenses that the Contractor suffered for any whatsoever reason during such a period.

16. No assignment of credit

16.1. The Contractor undertakes not to sell, transfer or assign to third parties any credit which it may claim from the Purchaser on the basis of payment for the Service to be provided to the Purchaser pursuant to a specific Contract, without the prior written consent of the Purchaser.

17. Premises and equipment owned by the Purchaser

17.1. In the event that the Contractor is obliged to use premises and equipment which is the property of the Purchaser (hereinafter the "Property") in order to perform a Service subject to a specific Contract, such Property shall be made available to the Contractor on the basis of specific and separate agreements concluded as required between the Purchaser and the Contractor at the time of conclusion of the Contract.

18. No assignment of the Contract and of sub-contracting

18.1. The Contractor shall not assign and/or subcontract the Contract or any whatsoever right and obligation arising therefrom to third parties, without the prior written consent of the Purchaser.

18.2. In the event that the Purchaser has given written consent to subcontract pursuant to Article 18.1 above, the Contractor: (i) undertakes, under its own responsibility, to select subcontractors only after verifying their technical and professional competence, financial reliability and their possession of the experience and expertise necessary to perform the part of their Service to be subcontracted; and (ii) undertakes to ensure that each subcontractor accepts and comply with these Standard Terms and the relevant Contract.

18.3. It is hereby agreed and understood that, in the event the Purchaser has given the written approval to subcontract, in any case, the Contractor shall be held liable and responsible together with its subcontractors towards the Purchaser for the compliance with the obligations and conditions set forth in these Standard Terms and the relevant Contract.

19. Force majeure

19.1. Neither of the Parties shall be liable for failure to comply with its obligations under the Contract if it can demonstrate that such failure is due to an event of force majeure. Force majeure is understood as an event (i) that is beyond the control of the Party that suffers it and (ii) that, together with its effects, was not reasonably foreseeable by the said Party at the time that the specific Contracts were signed and, (iii) could not otherwise have been avoided or remedied by the Party that suffered it.

19.2. Should an event of force majeure as defined above occur, the Party that is unable to fulfil its obligation shall immediately notify the other Party, by registered letter, of the occurrence of the said event and the effects thereof.

19.3. If the circumstance of force majeure is likely to result in a delay in the performance of the Service which is incompatible with the production requirements of the Purchaser, the latter shall have the right to engage third parties to perform the Service during the period in which the event of force majeure persists.

19.4. In the event that, in the opinion of the Purchaser, such an option is impracticable or unreasonably expensive, or if the event of force majeure persists for a period exceeding 30 (thirty) days from the receipt of the aforementioned notification, the Purchaser shall have the right to terminate the Contract affected by the event of force majeure, providing written notification to the Contractor by registered letter pursuant to Article 22, without any compensation being due to the Contractor.

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19.5. The Contractor is aware and acknowledges that, pursuant to this Article, delays caused by a subcontractor shall not constitute force majeure and therefore are not governed by Article 19.1 above, except caused by events of force majeure as defined in Article 19.1 above.

20. Intellectual Property

20.1. Any information, data, know-how, patents, patent applications and statutory invention registrations, improvements such as any extension, new application, adaptation or further development of the know-how, any technical, economic, commercial or administrative data, written or oral as well as any product designs, drawings inventions, documents, magnetic support, product or material sample that the Purchaser may have delivered to the Contractor for the execution of the Service as provided for in the Contract are and shall remain of the exclusive property of the Purchaser and shall be used by the Contractor solely for the execution of the Service as set forth in the Contract.

20.2. The Purchaser shall acquire the exclusive and unlimited ownership of any technical result of the Services (hereinafter referred to as "Technical Result") together with the related intellectual property rights at the time the same is executed by the Contractor during the performance of the Contract.

20.3. The Purchaser shall have the right, at its own discretion, to proceed to the registration of such a Technical Result as patent and the Contractor hereby undertakes to cooperate with the Purchaser, if requested by the Purchaser.

20.4. Should the Contractor use in the Technical Results of the Service any intellectual property rights that is not its property, the Contractor hereby undertakes to:

20.4.1. guarantee, by providing adequate documentation, to have obtained the prior consent to use such a third parties' intellectual property rights; and

20.4.2. hold the Purchaser harmless and indemnified from any and all third party claims relating to or in connection with any third parties intellectual property rights infringement in the development and execution of the Technical Result of the Service performed according to the Contract.

20.5. Should the Contractor use in the Technical Results of the Service any existing intellectual property rights that is of its property at whatsoever title, developed and/or acquired prior to the and independently from the Contract, the Contractor hereby grants to the Purchaser a non-exclusive, perpetual, royalty-free, sub licensable, world-wide, licence to use, have used, produce, have produces, sell, offer for sale, maintain such Technical Result.

20.6. The Price shall include any intellectual property right, assign, transfer or licensed as set forth in the Contract and in these Standard Terms.

21. Termination due to breach of Contract

21.1. The Purchaser shall have the right to terminate any Contract in the event of breach by the Contractor of any of its obligations set forth in the Contract, by giving a prior written notice to the Contractor granting a reasonable period, in any case not exceeding 30 (thirty) days from the receipt of such a notice (hereinafter the "Term") to remedy said breach.

21.2. For this purpose, representatives of the Parties shall meet as soon as possible during the Term to reach agreement on appropriate measures to remedy the breach. In any event, any impossibility of reaching agreement shall not in any manner invalidate or reduce the obligation of the Contractor to remedy said breach.

21.3. In the event that it is not possible for the Contractor to remedy the breach within the Term, the Purchaser shall, on expiry of the Term, have the right to terminate the Contract by notifying the Contractor in writing. The date of the said notification shall be considered as the date of termination.

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21.4. The termination of any specific Contract, as per this Article 21, shall not prejudice any rights that the Purchaser may claim against the Contractor. Any condition which expressly or implicitly has effect after the termination shall continue to have effect notwithstanding the termination

22. Termination due to specific causes of breach of Contract

22.1. The Parties agree that the Contract shall be terminated automatically by simple written notice from the Purchaser to the Contractor in which the Purchaser declares that it invokes this termination clause, and without prejudice to the Purchaser's right to compensation for damages, losses, costs and expenses in cases in which the Contractor commits a breach of any term or condition set forth in Articles 4, 5.1, 5.2, 5.3, 5.5, 5.7, 8.2, 8.3, 14.3, 15, 18, 19, 25, 26 and 27 of these Standard Terms.

23. Termination for convenience

23.1. The Purchaser shall have the right to terminate for convenience any specific Contract at any time and for any reason by giving a prior 30 (thirty) days written notice, subject to compliance with the mandatory terms required by any Provision of Law, starting from the date of receipt of such notice (hereinafter referred to as "Notice Period"). The termination for convenience shall take effect on expiry of the Notice Period (hereafter the "Effective Date of Termination").

23.2. In the case provided for in Article 23.1, the Purchaser shall pay the Contractor the Price for the Service actually performed until the Effective Date of Termination. It is understood that, excluding any further right of the Contractor to any damages and/or compensation for direct or indirect costs and expenses that the Contractor may have suffered.

24. Consequences of termination

24.1. Any termination of the Contract as provided in Articles 21, 22 and 23 shall not prejudice any rights that the Purchaser may claim against the Contractor. Any conditions that implicitly or explicitly have effect after termination shall continue to produce such effects notwithstanding the termination.

25. Change in the organisational and corporate structure of the Contractor

25.1. The Contractor acknowledges that the decision of the Purchaser to enter into a Contract is on "*intuitu personae*" basis and is essentially based on a prior positive assessment of the professional, financial and managerial competence of the Contractor and its overall ability to ensure proper and timely performance of the Service.

25.2. The Contractor undertakes to promptly notify the Purchaser of any change in its organisational, corporate and managerial structure or in its shareholding structure and is aware that if the Purchaser, at its own discretion, deems that such changes substantially affect the ability of the Contractor to operate properly with the required professional, financial and managerial capacities and within established deadlines, it shall have the rights provided for in Article 22.

26. Confidentiality

26.1. All information contained in these Standard Terms and in the specific Contract, together with information exchanged between the Parties shall be considered as confidential.

26.2. The Contractor undertakes to: (i) refrain from disclosing and/or communicating to third parties, in whole or in part, in writing or verbally, any information provided to it by the Purchaser without the prior express written consent of the latter, and (ii) refrain from using such information for purposes other than the execution of the specific Contract.

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27. Legislative Decree 231/01, the Code of Conduct and Guidelines for sustainability

27.1. In the event that the Contractor is domiciled in Italy:

27.1.1. The Contractor: (i) is aware of the provisions of Italian Legislative Decree 08.06.2001, n. 231 (hereinafter "Decree"); (ii) agrees to perform the Contract in full adherence and compliance to/with the principles of transparency and fair dealing; (iii) states that none of the crimes listed in the Decree have been committed in its interest or its advantage; (iv) is aware that the Decree provides the direct liability of a legal entity when certain criminal offences have been committed by its employees or by the other specified persons which are part of its organization, in addition to the liability of the person who committed the crime (i.e. criminal offences towards Public Authorities as bribery, fraud, etc.); and (v) agrees to comply in all respect with the provisions of the Decree.

27.1.2. The Contractor: (i) acknowledges that the Purchaser adopted the Code of Conduct concerning the ethical principles to be applied by the companies, directly or indirectly, controlled by Fiat S.p.a. e/o Fiat Industrial S.p.a, in their business activities (hereinafter "Code of Conduct") and the Sustainability Guidelines for Suppliers (hereinafter "Sustainability Guidelines"), being the Contractor fully aware of the provisions of the Code of Conduct and Sustainability Guidelines, which are available and can be downloaded from the web-site <http://grouppurchasing.fiat.com/irj/portal/anonymous/FiatIndustrial-EN> <http://grouppurchasing.fiat.com/irj/portal/anonymous/FiatSpa-EN> and (ii), agrees to comply in all respect with the provisions of the Code of Conduct and Sustainability Guidelines for Contractor.

27.1.3. Infringement by the Contractor of the provisions of the Decree, the Code of Conduct or the Sustainability Guidelines shall represent a material breach of the Contract and therefore the Purchaser shall have the right to terminate the Agreement, with immediate effect, by means of written notice to the Contractor, without prejudice to the rights to claim compensations for any and all damages suffered in connection with such infringement (by way of example and not of limitation, compensation for the fines applied to the Purchaser according to the provisions of the Decree).

27.1.4. The Contractor acknowledges that the criminal offences concerned by the Decree may vary and agrees that, in such event, this Article shall be interpreted as concerning all criminal offences listed in the Decree at that time.

27.2. In the event that the Contractor is not domiciled in Italy:

27.2.1. The Contractor is aware of the provisions of the Code of Conduct (hereinafter "Code of Conduct") and the Sustainability Guidelines for Suppliers (hereinafter "Sustainability Guidelines") adopted by the Purchaser and downloadable from the web-site <http://grouppurchasing.fiat.com/irj/portal/anonymous/FiatIndustrial-EN> <http://grouppurchasing.fiat.com/irj/portal/anonymous/FiatSpa-EN>, where are set forth the basic principles and the business behaviours that the companies, directly or indirectly, controlled by Fiat S.p.a. e/o Fiat Industrial S.p.a. are committed to comply with in their business activities.

27.2.2. The Contractor acknowledges that the companies, directly or indirectly, controlled by Fiat S.p.a. e/o Fiat Industrial S.p.a. expect their suppliers to carry on their business in accordance with the above-referred principles and behaviours.

27.2.3. The Contractor shall perform its business activities in accordance with ethical standards and procedures similar to those provided for in the laws of the Country(ies) where it operates (included but not limited to bribery, money-laundering and any case of Corporate Liability), in the Code of Conduct and in the Sustainability Guidelines, aimed to ensure the compliance with proper business behaviours.

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27.3. The Contractor is aware that the Purchaser shall not further carry on business relationships with any supplier which does not comply with the provisions of the laws of the Country(ies) where its business activities are carried out, the Code of Conduct and/or of the Sustainability Guidelines.

27.4. Any breach by the Contractor of the provisions of the organisation, management and control model and/or the Code of Conduct shall constitute a breach of these Standard Terms according to Article 22 above.

28. Applicable law and resolution of disputes

28.1. If the Purchaser has its registered office in Italy, these Standard Terms and any Contract that the Purchaser and the Contractor may enter into shall be governed by and interpreted in accordance with Italian law.

28.2. In the event that a dispute arises in relation to a Contract which is subject to Italian law pursuant to Article 28.1 and which the Parties are unable to resolve amicably, they shall attempt to resolve it through a conciliation procedure established in accordance with the Rules of the Arbitration Court of Piedmont, by submission of an appropriate application.

28.3. In the event that, within 45 days from the submission of the application by the party that first seeks to avail itself of the conciliation procedure, the conciliation process does not conclude with the achievement of an agreement between the Parties, the dispute shall be definitively referred to the exclusive jurisdiction of the Court of Turin for its final resolution.

28.4. If the Purchaser does not have its registered office in Italy, these Standard Terms and any Contract that the Purchaser and the Contractor may enter into shall be governed and interpreted in accordance with the law of the Country where the Purchaser has its registered office.

28.5. In the event the applicable law is not the Italian law as provided at Article 28.4 and if a dispute arises in relation to a Contract which the Parties are unable to resolve amicably, they shall attempt to resolve it by means of a conciliation procedure established in accordance with the Rules of the International Chamber of Commerce (the "ICC Rules") in the place where the Purchaser has its registered office, or if not applicable, in another place closer to the registered office of the Purchaser. In the event that, within 45 days from the presentation of an application by the Party that first seeks to avail itself of the conciliation procedure, the conciliation process does not conclude with the achievement of an agreement between the Parties, the dispute shall be definitively referred to the exclusive jurisdiction of the competent court in the place where the Purchaser has its registered office.

29. Miscellaneous provisions

29.1. Each right or remedy of the Purchaser provided for in these Standard Terms and/or a specific Contract shall not prejudice any other legal right of the Purchaser, whether or not provided for in these Standard Terms and/or each Contract.

29.2. Any conduct, including repeated conduct, of one of the Parties that does not correspond to one or more of the provisions of these Standard Terms and/or a particular Contract shall not in any manner prejudice the right of the other Party to request, at any time, the application of the said provisions.

29.3. Any failure or delay by the Purchaser to enforce, in whole or in part, any provision of these Standard Terms and/or any Contract shall not be interpreted as a waiver of those provisions.

29.4. All rights and remedies provided herein for the benefit of the Parties, or for each of them, shall be considered as an addition to, and not as an alternative, to any other right and action established by the Provisions of Law.

29.5. These Standard Terms shall apply to any Contract that the Parties enter into and which expressly refers to them, it being understood that in the event of any discrepancy between the provisions of these Standard Terms and those of any specific Contract, the provisions of the

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Contract shall prevail. Any amendments and variations to a given Contract shall be deemed valid and effective only if they are the result of a written document duly signed by a representative, vested with the appropriate powers, of each of the Parties.

29.6. In the event that any provision of these Standard Terms is deemed invalid, illegal, or unenforceable pursuant to the Provisions of Law applicable to these Standard Terms and the specific Contract indicated at Article 28, such invalidity, illegality or unenforceability shall not in any way extend to the other provisions hereof. The invalidity, illegality or unenforceability of a provision of these Standard Terms in a particular jurisdiction shall not render the said provision invalid, illegal, or unenforceable in any other jurisdiction.

SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LEGAL REPRESENTATIVE OF THE CONTRACTOR

REGISTERED NAME OF THE CONTRACTOR	
NAME	STAMP AND SIGNATURE
TITLE	
DATE	

In the event that the Purchaser is an Italian company with the consequent application of Italian law pursuant to Article 28.1 above, the Contractor, as provided by Article 1341 of the Italian Civil Code, expressly approves the Articles of these Standard Terms indicated hereunder:

Articles 2.3 (Inapplicability of contractual conditions indicated in the offer, the acceptance, and in documents issued by the Contractor), 4.1, 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.9 4.1.10 (Warranties of the Contractor at the moment of entering into the Contract), 4.5 (Contractor's indemnity in favour of the Purchaser) 5.10 (Purchaser's right to terminate the Contract due to Contractor's failure to comply with the Provisions of Law on Safety and the Environment), 6.4 (Penalty and Right of the Purchaser to terminate the Contract), 8.2 (Contractor's indemnity in favour of the Purchaser) 10.1 (Modifications and changes of Orders), 13 (Terms of payment and compensation), 16 (No assignment of credit), 18 (No of assignment of the Contract and of sub-contracting), 19.4 (Purchaser's right to terminate the Contract) 19.5 (Exclusion of force majeure in the case of delays of subcontractors), 21(Purchaser's right to terminate the Contract), 22 (Purchaser's right to terminate the Contract for specific causes of breach), 23 (Termination for convenience of the Purchaser), 25 (Purchaser's right to terminate in the event of change in the organisational and corporate structure of the Contractor), 28 (Applicable law and resolution of disputes).

SIGNATURE IN EXPRESS APPROVAL OF THE LEGAL REPRESENTATIVE OF THE CONTRACTOR

REGISTERED NAME OF THE CONTRACTOR	
NAME	STAMP AND SIGNATURE
TITLE	
DATE	

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