

## Addendum to General Terms and Conditions of Sale: exclusion from IATF

With reference to IATF 16949:2016, Tecnica Gasket confirms its implementation except for the following exclusions and/or supplements:

### 1.1 (Supplemental) Scope of the automotive industry

Technical requirements are defined in Customer's Standard concerning compounds, which are forwarded to qualified manufacturers. Suppliers provide products with certificate or analysis reports and declarations of conformity according to the requirements of the Customer's Standard.

### Safety products

Tecnica Gasket does not guarantee the supply of safety products which can potentially harm human life. So its Customer's responsibility to provide with derogation if some quotes or requirements are identified as critic or safety quotes/requirements.

### 2.0.2 Normative references for process and product

Tecnica Gasket satisfies statutory and regulatory requirements for the product supplied exclusively via IMDS. Tecnica Gasket does not accept to implement and to meet any norm if not explicitly mentioned and fully described by the Customer in the request for quotation.

### 4.3.2 (Supplemental) Customer-specific requirements

By signing this document, the Customer accepts the supply quality standards indicated by Tecnica Gasket in its General Terms and Conditions of Sale and gives up to its Customer-specific requirements if not explicitly agreed in writing with Tecnica Gasket.

#### 4.3.2.2 (Supplemental) Evaluation of Customer-specific requirements

If Tecnica Gasket has signed Quality Agreements, General Terms of Purchase, Quality Targets, Nomination Letters, or any other agreements and the Customer makes a revision of these documents, the acceptance of the orders does not mean that Tecnica Gasket accepts the new revisions. Any change must be accepted in writing and signed at the bottom. The signature of the former version does not mean that the following revisions are to be accepted as well. New or revised documents will be taken into account by reviewing the ongoing conditions of sale.

By signing this document, the Customer agrees to indemnify and hold Tecnica Gasket harmless against financial and economic risks for nonconformity goods, which will be replaced only if under warranty. Besides the costs for picking up the claimed goods and eventually replacing goods under warranty where originally supplied, Tecnica Gasket accepts fix costs for administrative expenses related to Customer's complaint up to 50 Euro for each nonconformity accepted. In any event Tecnica Gasket commits itself to collect

the claimed goods and replace it as soon as possible in compliance with the quality standards contractually agreed.

#### **4.3.2.3 (Supplemental) Control of the implementation of Customer-specific requirements**

Tecnica Gasket commits itself to implement the Customer-specific requirements concerning traceability of the supplies, specific requirements for raw materials, that is to say certified compounds, approved suppliers, packaging requirements and whatever previously agreed in writing.

#### **4.4.1.2 (Supplemental) Product safety**

The Company Management decides not supply safety products, which may potentially harm human life. The Customer indemnifies Tecnica Gasket against any economic or penal responsibility related to the products supplied. The Customer undertakes the full responsibility for the conformity of the products by checking them internally.

#### **4.4.2 Record retention**

Tecnica Gasket Spa commits itself to retain records of the Customer's documentations for 15 years + 1 (current year).

#### **6.1.2.3 (Supplemental) Contingency Plan**

The Organization does not apply any customized contingency plans to guarantee the continuity of the supply if not explicitly analyzed and agreed with the Customer. If previously agreed in writing, Tecnica Gasket offers the possibility to manage security safety stock subject to its General Terms and Conditions of Sale.

#### **8.2.2 Determining the requirements for products and services**

Tecnica Gasket supplies according to UNI ISO 2859. AQL 1/AQL 0.65.

Tecnica Gasket does not accept any international statutory and regulatory requirements if not explicitly discussed and analyzed in details with the Customer before ordering.

#### **8.2.3 Review of the requirements for products and services**

**8.2.3.1** Tecnica Gasket demands that the Customer provides clear and complete requirements, both explicitly and implicitly. Any requirements not explicitly asked in the RFQ is not accepted. Any further specific request following the offer needs a review of the quotation. The same procedure is applied to mass production by a review of the supply agreement.

#### **8.2.4 Changes to requirements for products and services**

Requirements or documents related to products and services must be sent to Tecnica Gasket per email, fax or registered letter and must be accepted in writing by the same media. Any changes to requirements may result in a review of the contract.

#### 8.4.2.2 Statutory and regulatory requirements (suppliers)

Tecnica Gasket manufactures goods through the heat treatment of the material. In other words the regulations of the “Car-makers” are satisfied by the IMDS requirements – Data System for materials. After receiving the data from the raw material supplier, Tecnica Gasket reports and fills them in the IMDS-system for Customer’s approval.

#### 8.5.5 Post-delivery activities

Tecnica Gasket provides a 24-month-warranty starting from the sale of the products: any further extension to the warranty must be approved in writing with the offer.

In case of nonconformity products, Tecnica Gasket commits itself to bear transport costs for their collection and for their eventual replacement under warranty, where the claimed goods was originally supplied.

Any activities under warranty, re-working or replacement at Customer’s place must be previously agreed and accepted in writing by Tecnica Gasket.

##### 8.5.5.2 Service agreement with Customer

Not applied.

#### 8.6.3 Appearance items

Tecnica Gasket produces technical items not subject to aesthetic requirements. Tecnica Gasket does not guarantee the supply of so-called appearance items. So, the Customer shall define which features are to be considered as aesthetic and how.

#### 8.6.5 Statutory and regulatory conformity

The Company does not accept any statutory and regulatory conformity if not clearly stated, described in details and explicitly requested during the offer. Tecnica Gasket provides information only by IMDS-System and certificate of conformity 3.1 on raw material.

#### 10.2 Nonconformity and corrective action

By signing this document, the Customer indemnifies and hold Tecnica Gasket harmless against financial or economic risks related to nonconformity goods, which will be replaced only if under warranty. Besides the costs for picking up the claimed goods and eventually replacing goods under warranty where originally supplied, Tecnica Gasket accepts fix costs for administrative expenses related to Customer’s complaint up to 50 Euro for each nonconformity accepted. In any event Tecnica Gasket commits itself to collect the claimed goods and replace it as soon as possible in compliance with the quality standards contractually agreed.

### 10.2.5 Warranty management systems

Tecnica Gasket takes out insurance to cover responsibilities and warranties legally required to companies which sell products on the market. Any other warranty related to the sale of the product is handled in supply agreements for goods aimed at the automotive industry or any other industries. Any request for refund of damages for warranty claimed products is handled according to the procedure “PS.3-LAB-CQ Control of Nonconformity Product” together with the procedure “PR.3-SGQ corrective and preventive actions”. In this case, a deeper analysis with corrective actions including the NTF process (No Trouble Found) is required. This analysis includes studies in greater depth and support on the problems of the product related to their effective applications by the Customer and any and general implication for the Company. Its management complies with what agreed on the objective responsibilities and economical implications of the warranties during the evaluation of the supply contracts by the Sales Director and Managing Director with the support of an external lawyer if necessary. Tecnica Gasket cannot be held responsible for any problems related to the functionality of the product; as a matter of the Company is not necessarily aware of it during the development since it’s always a project of the Customer. For the same reason Tecnica Gasket cannot be held responsible for any problems that may arise during assembling and/or mounting by the Customer.

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Tecnica Gasket Spa

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