

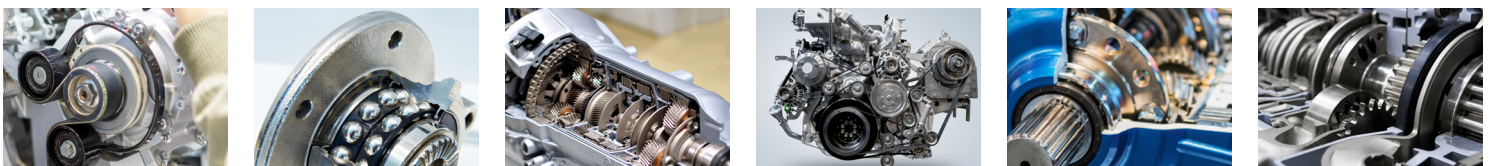


# SPARE PARTS CATALOGUE

SEALING & SENSING SOLUTIONS  
FOR AUTOMOTIVE & TRUCKS



We make it *possible*







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# INTRODUCTION

## 1 – HUTCHINSON GROUP

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To meet the needs of its global customers on land, in the air and at sea, Hutchinson has been designing, developing and manufacturing high-performance solutions for over 160 years.

Our innovations cover a wide variety of demanding markets: automotive, aerospace, defence, energy, rail and industry in general.

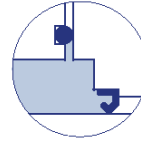
Hutchinson is a global leader in anti-vibration systems, fluid management and sealing solutions, our group stands out for its multi-market and multi-expertise approach, a source of synergies and added value.

### A wide spectrum of resources

A corporate Research & Innovation Centre brings together more than 200 engineers and technicians conducting fundamental and applied research. Innovative solutions are developed by combining our key technologies and skills:

- Chemistry and Materials Science
- Mechanical engineering
- Composite Materials
- Transformation processes
- Vibration and Acoustics
- Thermal insulation
- Mechatronics

Our teams in our technical centers around the world develop high added value solutions. They dedicate their resources in applied engineering to our customers.



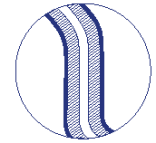
PRECISION SEALING SYSTEMS



BODY SEALING SYSTEMS



FLUID MANAGEMENT SYSTEMS



MATERIALS AND STRUCTURES



VIBRATION CONTROL



BELT DRIVE SYSTEMS

*Our ambition: participate in the mobility of the future that is safer, more comfortable, and more responsible.*



> 38,000 employees



25 countries



100 sites



€191 million R&D



> €3,879 million turnover



## 2 – PRECISION SEALING SYSTEMS

Leading manufacturer of sealing solutions, Hutchinson Precision Sealing Systems designs and manufactures static and dynamic sealing solutions, magnetic rings, absolute rotary sensors, foams and composites to meet most requirements.

With over 50 years of experience the Oil Seal Division (ex Paulstra), the specialist of dynamic sealing solutions, provides dynamic sealing and magnetic encoding solutions for speed and position measurement for the major manufacturers.

From design to sales, through product manufacturing and validation, we master each step thanks to a strong integration of know-how.

### *Our commitment*

- OE quality
- Genuine parts
- Reliable products

### *Certifications*



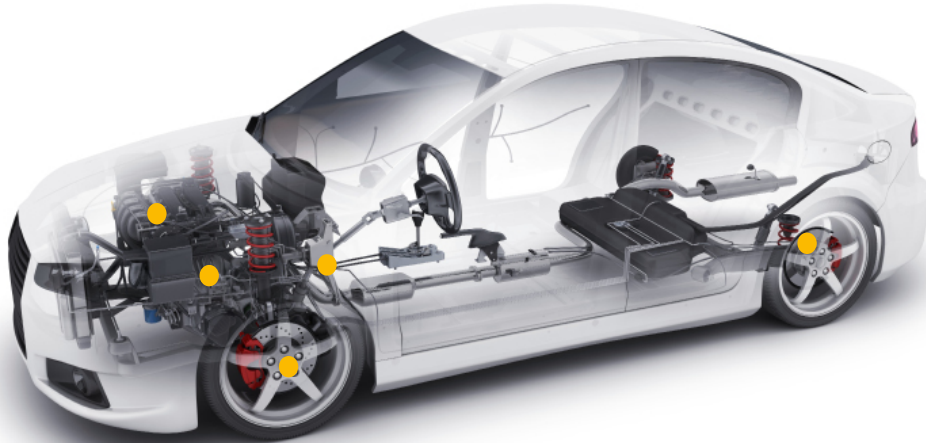
*In-house manufacturing,  
guarantee of origin*



# OUR PRODUCTS

## 1 – GENUINE PARTS FOR AUTOMOTIVE APPLICATIONS

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Our spare parts are manufactured according to the specifications and standards provided by the manufacturers. They are designed with the same materials, the same tooling and the same process.

They are original components used in engines, transmissions or chassis for passengers cars and trucks all over the world.

Our tailor-made solutions are tested and approved according to the current automotive standards.

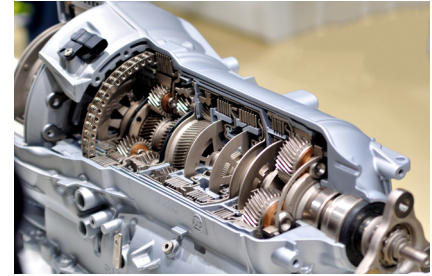
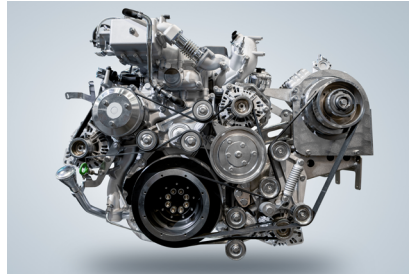
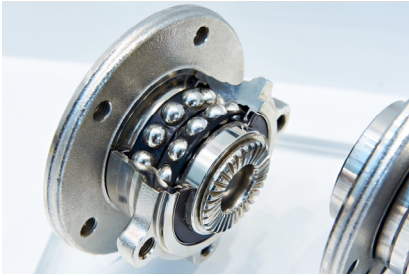






## 2 - LARGE RANGE OF SOLUTIONS

We develop and manufacture a large range of sealing solutions for automotive and truck applications.



### Chassis

- Magnet rings
- Steering seals
- Bearing seals

### Engine

- Crankshaft seals
- Camshaft seals
- Magnet rings

### Transmission

- Pistons
- Input & output seals
- Magnet rings
- Tube seals



PISTONS



SHAFT SEALS



TUBE SEALS



MAGNET RINGS



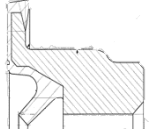
BEARING SEALS & MAGNET RINGS






STEERING SEALS

# SPARE PARTS LIST

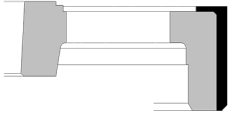




## 1 - AUDI

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
	01J 321 182 095 321 282B	Manual Gearbox Seal	22,30	11,70	12,70	

## 2 - BMW


Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
	8605104-01	Magnet Ring	114,40	42,10	8,60	
	31521428678 LR007769	Engine Shaft Seal	69,00	44,00	10,00	
5L40E	96020366	Oil Pump Seal	70,00	44,38	7,70	

## 3 - DAIMLER


Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
7F-DCT	A2465421117	Magnet Ring	46,00	6,70	10,00	
7F-DCT	A2465420917	Magnet Ring	67,00	47,50	10,00	
7F-DCT	A2465421217	Magnet Ring	67,00	41,00	14,80	
8F-DCT	A2465420500	Magnet Ring	28,60	6,00	10,00	
8F-DCT	A2465420400	Magnet Ring	65,00	53,45	10,50	



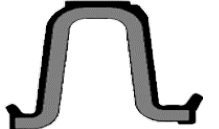





Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
8F-DCT	A2465420300	Magnet Ring	65,00	40,96	13,80	




#### 4 - DELPHI

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
DFP-3 DFP-4	49441958 7190-266	Outer Shaft Seal	39,30	25,00	6,50	
DFP-3 DFP-4	49442002 7190-234	Inner Shaft Seal	38,00	25,00	6,50	


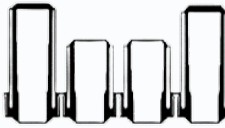
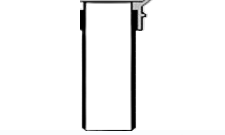

#### 5 - GETRAG

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
DCT 481 Ferrari	4817410300	End Stop Piston Stamped	109,00	76,20	15,90	
DCT 481 Ferrari	4817413800	Axial Pulser Ring	44,00	16,00	11,90	
DCT 481 Ferrari	4817429600	Axial Pulser Ring	11,90	44,00	16,00	
DCT 481 Ferrari	4817445200	Inner Clutch Piston Stamped	156,00	78,00	25,50	
DCT 481 Ferrari	4817445300 4817441200	End Stop Piston Stamped	156,00	78,00	25,50	
DCT 481 Ferrari	4817445300 48174453001	Outer Clutch Piston Stamped	158,00	78,00	25,50	




## 6-GM

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
4L30E	96017561	4th Clutch Outer Long Lip	170,20	158,50	4,10	
5L40	96020306	Piston	121,00	39,90	32,00	
5L40	96020351	Piston	137,00	130,00	119,00	
5L40	96020682	Piston	158,00	117,00	18,70	
5L40	96021174	Piston	126,00	54,00	32,50	
5L40	96022192	Cover - Plug	19,00	16,00	6,00	
5L40	96022480	Piston	176,00	133,50	64,00	
5L40	96023901	Piston	128,00	35,00	31,70	
5L40	96024086	Piston	158,00	117,00	18,70	
5L40	96025338	Piston	176,00	154,00	7,00	
5L40E	96020440	Feed Tube Seal				
5L40E	96021175	Feed Tube Seal				

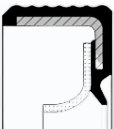



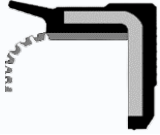
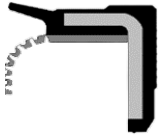
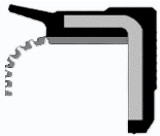

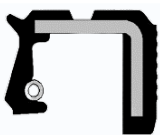

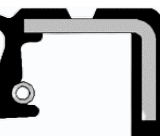
Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
5L40E	96020366	Oil Pump Seal	70,00	44,38	7,70	
6L80 X15R - X16R	24224789	Feed Tube Seal				
VT20-E	24214102	Sleeve Input Shaft	28,50	10,00	6,00	
X13R - X14R	24225557	Feed Tube seal				

## 7-NTN-SNR




Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
Fiat	46542622	Wheel Bearing Magnet Ring	82,00	67,70	11,20	
Fiat		Wheel Bearing Magnet Ring	115,00	94,00	10,30	
	AIM70N01	Wheel Bearing Magnet Ring	71,50	58,60	6,70	

## 8-PSA - STELLANTIS

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
EW Engine	9626842880	Distribution Crankshaft Seal	55,00	40,00	6,50	
XU Engine	9614194980	Distribution Crankshaft Sea	62,00	42,00	7,00	

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
TU Engine	9616201480	Camshaft Seal	50,00	36,00	7,00	
TU Engine	9637924080	Camshaft Seal	50,00	36,00	8,00	
TU Engine	9645074780	Rear Crankshaft Seal	105,00	85,00	8,00	
TU Engine	9645074880	Front Crankshaft Seal	66,00	42,00	7,00	
TU Engine		Front Crankshaft Seal	66,00	42,00	8,00	
XU Engine	9616201580	Front crankshaft seal	62,00	42,00	7,00	
XU Engine	9616201780	Crankshaft Seal	110,00	90,00	7,00	
BE1-BE3 Gearbox	9614194980	Output Gearbox Seal	62,00	42,00	8,00	

## 9-RENAULT

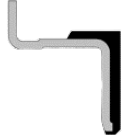


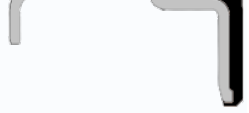



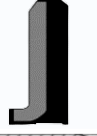
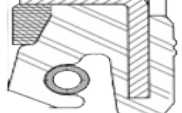
Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
AR4008	7703087144	Transmission Seal	45,00	65,00	9,00	
DPO	7700100393	Piston	103,10	48,00	23,80	
DPO	7700870097	Piston	158,00	142,00	8,60	





Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
DP0	7700870611	Piston	97,40	45,00	33,60	
DP0	7700874818	Piston	26,00	23,50	8,00	
DP0	7700874819	Piston	65,00	24,40	8,00	
DP0	7700875765	Piston	112,90	62,40	5,90	
DP0 - DP2	7700872240	Piston	102,80	63,60	43,70	
DP0 - TA96	7700115284	Gasket	397,00	309,00	1,00	
DP0 - TA96	7700115285	Gasket	388,40	310,60	1,00	
Steering	60 00 025 536	Shaft Seal	36,50	24,00	7,50	
Manual Gearbox	01J 321 182 095 321 282B	Shaft Seal	22,30	11,70	12,70	

## 10-VOLKSWAGEN

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
AR4	097321073A	Cover	73,00		13,00	
AR4	097321491A	Cover	50,00		12,50	




Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
DQ200	0AM409269A	Magnet Ring	70,70	49,80	12,40	
DQ250	02E409269P	Magnet Ring	48,90	41,40	10,40	
DQ250	02E409269Q	Magnet Ring	48,90	21,90	10,40	
DQ250	02E409269R	Magnet Ring	70,70	38,10	8,20	
DQ400	0DD 325 443 A	Oil Seal			11,80	
	01J927213D	Seal	78,80	51,70	11,50	
	01T927213A	Seal	50,60	36,40	11,50	
	0BH409269	Magnet Ring	64,00	57,40	9,50	
Power Steering	60 00 025 536	Seal	36,50	24,00	7,50	










## 11-ZF

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
4HP18	0734310316	Radial Shaft Seal	45,00	58,00	7,00	
4HP20	0734310316	Radial Shaft Seal	45,00	58,00	7,00	








Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
4HP22	0734310298	Camshaft Oil Seal	52,00	40,00	7,00	
4HP22	0734319330	Differential Output Oil Seal	58,20	38,10	10,00	
4HP24	0734319330	Differential Output Oil Seal	58,20	38,10	10,00	
4HP24	0734319419	Axle Left Oil Seal	77,40	63,60	6,00	
4HP24	0734310298	Camshaft Oil Seal	52,00	40,00	7,00	
5HP18	0734310298	Camshaft Oil Seal	52,00	40,00	7,00	
5HP19 PL	0734319419	Axle Left Oil Seal	77,40	63,60	6,00	
5HP24	0734310298	Camshaft Oil Seal	52,00	40,00	7,00	
5HP24A	0734319419	Axle Left Oil Seal	77,40	63,60	6,00	
5HP30	0734310298	Camshaft Oil Seal	52,00	40,00	7,00	
6HP	0734319703 81000739	Differential Output Oil Seal	44,40	36,80	6,50	
6HP	0734319763 0501331147	Output Rear Axle Shaft Seal	40,00	52,00	7,00	
6HP19X	0734319645 81000740	Output Flange Cover Oil Seal	40,00	38,80	8,00	

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
6HP26A	0734319645 81000740	Output Flange Cover Oil Seal	40,00	38,80	8,00	
6HP32A	0734319645 81000740	Output Flange Cover Oil Seal	40,00	38,80	8,00	
8HP	0734310787	Front Differential Axle Shaft Seal	47,00	33,60	7,00	
8HP45	0501324725	Zylinder B	189,0	168,0	35,3	
8HP45	0501325337	Piston E	101,0	42,0	28,0	
8HP45	0501325338 0501335044	Piston C	101,0	42,0	26,5	
8HP45	0501327840	Zylinder D	116,70	47,20	35,20	
8HP55 Gen4 8HP90 8HP45 8HP70	0734300296	Front Cover Seal	71,00	53,00	7,00	
8HP55A	0734319763 0501331147	Output Rear Axle Shaft Seal	40,00	52,00	7,00	
8HP90	0501324686	Zylinder B	223,00	201,00	37,30	
8HP90	0501325663	Output Rear Axle Shaft Seal	154,00	45,60	35,00	
8HP90	0501325664	Bonded Piston	116,00	46,00	34,00	



## 12-TRUCK

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
	0734300671	Input Shaft Seal	70,00	55,00	9,00	
	0769174312	Output Shaft Seal	105,00	125,00	16,00	
	0769174313	Input Shaft Seal	52,00	68,00	9,00	

## 13-OTHER

Program	OEM #	Product Description	Dimensions (mm)			Profile
			Outer Ø	Inner Ø	Height	
Power Steering	F800000 495	Steering Seal	38,00	27,70	7,50	

# GENERAL TERMS & CONDITIONS OF SALES

BY SENDING AN ORDER TO OUR COMPANY THE CUSTOMER ACCEPTS OUR GENERAL TERMS AND CONDITIONS OF SALE SET OUT BELOW, NOTWITHSTANDING ANY CONTRARY CLAUSE ON THE CUSTOMER'S PART AT ANY TIME AND IN ANY WHATSOEVER FORM (INCLUDING BUT NOT LIMITED TO CUSTOMER'S GENERAL CONDITIONS OF PURCHASE). IF ANY OF THE PROVISIONS OF THESE GENERAL TERMS AND CONDITIONS OF SALE ARE NOT ACCEPTABLE TO OUR CUSTOMER, WE MUST BE NOTIFIED IMMEDIATELY.

## Article 1 - ORDERS

To be valid, any order must be subject to written acceptance by us, acting as supplier. Commitments made verbally by our representatives shall only become final after they have been confirmed in writing by us. An order shall comprise (in order of prevalence):

- the contract signed by both parties, if any,
- if necessary, specific supplementary terms and conditions and/or special terms and conditions,
- the order's acknowledgement of receipt,
- the customer's order,
- these general terms and conditions of sale which shall form an integral part of the order.

We reserve the right, within the strict framework of quality rules, during performance of the order, to make any modifications to our products rendered necessary by compelling circumstances such as a change to technical standards of production methods, legislative provisions or regulations affecting the terms and conditions of execution of the order, without, however, affecting the essential characteristics of the products. If such modifications make impossible or more difficult to perform certain stipulations of the order, in particular regarding price or delivery time, we shall communicate the appropriate justifications to the customer, and an additional clause on the order will be signed formalising the necessary modifications.

## Article 2 - PRICES

Our scales of charges, including volume discounts, are shown in our price lists and/or specific quotations. They are available to customers and will be sent on request.

Our price lists do not constitute an offer and may be modified without prior notice. Unless otherwise agreed, our products are always invoiced at the price in force on the date of delivery. The customer acknowledges and agrees that prices of our Products are not fixed, and are subject to change by us based on currency fluctuations, or increases in our costs of raw materials, component parts, or labor.

Unless otherwise provided in our price list or quotation, our prices are quoted exclusive of tax, ex-works, carriage and packing invoiced separately.

A minimum order value and/or quantity may be imposed on our customer, in such case it shall be informed in our price list or quotation or in the order's acknowledgement of receipt.

## Article 3 - DELIVERY - ACCEPTANCE

### 3.1 Delivery

Transfer of risks shall occur upon delivery of the Product in accordance with the applicable Incoterm® (ICC 2010 Edition).

Unless otherwise set out in the order's acknowledgement of receipt or any other document accepted in writing by us, any times or dates for delivery by us are estimates and shall not be binding on us. In no event shall we be liable for any delay in delivery. Delay in delivery of any products shall not relieve the customer of its obligation to accept delivery thereof, and shall not justify a price reduction nor a claim for damages.

It shall be the customer's responsibility to carry out all checks, to state any reservations on arrival of the product and, if necessary, to take any remedial action against the carrier within three (3) calendar days of the delivery and by registered letter with acknowledgment of receipt. These reservations must also be notified to us by the same date by registered letter with acknowledgment of receipt. Otherwise the delivery will be deemed to have been accepted without reservation. We shall be released from our obligation to deliver in the event of force majeure. Quantities ready to be delivered at the time of the occurrence of an event of force majeure must be accepted by the customer.

No return or reinstatement will be accepted without our express prior agreement.

If the customer does not take possession of the products directly or through its carrier at the place and on the date agreed with us, it is nonetheless bound to make the payments stipulated in the contract as if the products had been delivered and risks shall be transferred to it anyway.

In the event of the customer's failure to collect and pay for the products, we shall be entitled to store said products at the customer's expense and risk. In such circumstances, we shall also be entitled to demand reimbursement of all expenses incurred in execution of the contract.

### 3.2 Acceptance

Unless otherwise agreed, acceptance of our products shall take place at our works or at those of our suppliers or sub-contractors on the date agreed in the order.

If the product being supplied is to be assembled or installed by ourselves or by our sub-contractors, the customer shall proceed to acceptance of the product when assembled or installed in the place stipulated in the order and shall issue an acceptance report to us. However, the product shall be deemed accepted on the first of the following dates:

- the day of first use by the customer,
- thirty (30) days following the delivery of the product..

## Article 4 - PAYMENT

Unless otherwise agreed, our products are invoiced on delivery and must be paid by the customer within thirty (30) days from invoice date. We reserve the right to demand a deposit or payment against order. The customer shall be bound to effect payments without deduction (expenses, taxes, duties etc.) or setoff of any kind.

No discount for early payment is granted.

Payments are to be sent to the address shown on the front of the invoice. All invoices are to be paid on the due date even in the event of dispute over the description or contents that will, if necessary, be dealt with by a subsequent adjustment. However, no complaint will be considered more than 12 months after the invoice date.

Except with our express agreement, under no circumstances is the customer authorised to defer or stagger the payments due.

## Article 5 - WITHHOLDING AND SETOFF

Unless with our prior written approval, no withholding or setoff of any kind is permitted. If the customer requests to withhold or to offset any sum owed by us, it shall provide us with all relevant documents and evidences in order to allow both parties to agree on the amount and on the grounds of such withholding and/or setoff.

## Article 6 - INTEREST ON ARREARS & COMPENSATION

The customer shall be compelled to pay interest on



arrears:

- in the event of failure to pay the price payable on the due date,
- or in the event of part payment only or of non-acceptance of an agreement with the period stipulated or in the event of termination of business or of transfer of capital, the whole of the balance still owing becoming then legally due following default on payment.

Unless otherwise provided in our offer, invoice or order acknowledgment of receipt, a monthly service charge of 1.5% per month will be added to past due invoices at our discretion.

A lump sum payment equal to €40 (or the equivalent in the local currency) will also be payable by the customer in compensation for collection charges. The lump sum payment amount shall be added to the aforementioned interest on arrears.

Interest on arrears and lump sum payment, if any, will be payable as soon as the customer is informed by a letter of notification that they have been charged to its account. The application of the above interest on arrears, and lump sum payment if any, shall take place without prejudice to the application of other provisions laid down in these general terms and conditions, or, more generally, of any other legal provision.

#### Article 7 – SUSPENSION/TERMINATION

We shall be entitled to suspend performance of the order in the event of non-payment (or risk of non-payment) by our customer on any due date. Performance may be suspended until the unpaid invoice has been settled. Delays in performance shall be extended automatically by the period of the delay by our customer in making the payment, the said payment itself being increased by the costs incurred by us as a result of the suspension and late payment interest in accordance with Article 6.

Failure to pay the sums due at the times agreed, and failure to collect or to accept the products sold, shall lead, without need for formal notice or summons, to termination of the order, unless we require, as we are legally entitled to do, performance of the order.

In addition, all refunds, discounts or other special advantages not having been applied and paid prior to such termination shall remain legally acquired by us even retrospectively if necessary, as contractual compensation and penalty.

#### Article 8 - RESERVE OF OWNERSHIP

Ownership of our products shall pass to the customer only on the date on which the price payable has been paid in full. This reserve of ownership shall not authorize the customer to cancel its order, this option being open only to us.

In consequence:

1. In the event of non-payment, the customer is absolutely forbidden to continue to use, by conversion or incorporation, pledge or resell our products over which ownership is reserved.
2. In so far as they are found in kind, in whole or in part, at the customer's premises, claims over products delivered may then be made by nothing more than a registered letter with acknowledgment of receipt to the customer, a letter which will then be followed immediately by execution by us without need for a court order. Such claim may relate to all the products if the customer leaves unpaid all or part of a sum due.
3. Furthermore, the customer shall become the sole keeper of the products whose ownership is reserved from the moment of their effective delivery. In particular, it shall assume full responsibility and, in the event of loss or damage for any whatsoever reason, it shall pay the price agreed in full. It shall

prove at first request that adequate insurance has been taken out.

#### Article 9 - WARRANTY

The warranty we give against defects of design, materials or manufacturing of our products comprises only, and at our discretion, the replacement, modification or repair of parts acknowledged to be defective and taking wear and tear into account without any compensation being awarded for any reason whatsoever.

Unless otherwise provided in our offer or in our warranty policy, the warranty shall be twelve (12) months as from the delivery of the Products to our customer. Any defect shall be notified to us, in writing, within fifteen (15) days from detection by the customer.

In particular, we can under no circumstances be required to bear costs other than those for which this clause makes us responsible, such as costs incurred by the customer or by third parties during immobilisation of the product or of the equipment into which our product has been incorporated. In the event of our acceptance of the claim it shall be returned carriage and packing paid. Items replaced under the warranty are our property and are to be returned to us at the place of delivery on request.

We shall not be liable under the warranty under the following circumstances:

- defect arising from design, materials or manufacturing or assembly techniques imposed by the customer and over which we have issued reserves,
- work on the product effected by the customer or by a third party under conditions not approved by us in writing prior to the work,
- defects or deterioration caused by misuse or negligence on the part of the user of the product or by an incident of force majeure or fortuitous circumstances,
- failure to comply with our instructions for use and storage,
- ongoing maintenance operations or replacement of parts made necessary by the normal wear and tear of the product or by its exposure to bad weather.

Any administrative cost and other non-documented lump sum that may be invoiced by our customer is hereby rejected.

Our sole liability and our customer's sole and exclusive remedy with respect to this warranty shall be limited to the remedies set forth above. No other warranty or remedy of any kind shall apply. In particular; the warranties above are exclusive of any warranties of any kind, whether statutory, express or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or arising from any usual business or trading practice.

#### Article 10 - LIABILITY

To the maximum extent permitted by applicable law, our total liability for any claim, liability or expense of any nature shall not exceed the sum of the customer's payments for the portion of the products that are the subject of the claim. We shall not be liable for any indirect, special, punitive, incidental or consequential damage of any kind including, without limitation, disruption of the business, claims from third parties, damage due to stoppage of business or lost profits, loss of savings, of competitive advantage or of goodwill whether or not foreseeable, and regardless of other causes of such damage even if we have been advised of the possibility of such damage in advance under any legal theory (tort, contract or otherwise).

If the contract or the order imposes penalties for late delivery and/or performance, these shall not in any event exceed in total 5% of the price (excluding taxes)

of the products which have been delayed and/or which have not achieved their expected performance. These penalties will only be applied on expiry of a grace period of ten (10) days. The said penalties are exclusive of any other remedy which the customer might be entitled to claim as a result of the delay and/or the failure to achieve expected performance.

#### **Article 11 - TOOLING**

Contribution to all or part of the cost of producing the production tooling of our products, requested from the customer in the form of a separate invoice, shall not lead to the transfer of ownership of such tooling to the customer except in case of an express agreement to the contrary.

The transfer of ownership of the production tooling is subject to the prior signature of a tooling purchase order.

#### **Article 12 - CHANGES**

The customer may request in writing changes in the design, drawings, specifications and shipping instructions of the Products. As promptly as practicable after receipt of such request, we shall advise the customer in an amendment letter what amendments to the order, if any, may be necessitated by such changes, including, without limitation, amendment of price, specifications and shipment schedule. If such proposed amendments to the order are accepted by the customer, we shall make the requested changes with respect to such Products as may be affected thereby.

#### **Article 13 - CONFIDENTIALITY**

The parties undertake to keep strictly confidential any information or data, in any form or on any medium, sent by either of the parties to the other party. This duty of confidentiality shall remain in force throughout the duration of the order and for a period of five (5) years after it has ended.

The receiving party shall not analyze or make any attempt to analyze the samples and/or prototypes which could be given by the disclosing party with the aim of identifying the components of formulation. Any information in respect of which the receiving party can show in writing that it (i) is or will become publicly and widely known without any fault on the part of the party receiving the information, or (ii) has been obtained from a third party, on condition that this third party is not itself bound by a duty of confidentiality to the party disclosing the information, or (iii) was already known by the party receiving the information without any duty of confidentiality, on condition that this party provides written proof of this prior knowledge, or (iv) is the result of internal developments made in good faith by members of its staff who have not had access to confidential information, or (v) is communicated under a legal or judicial obligation, or (vi) in respect of which the party disclosing the information has given its consent, by written authorisation, to disclosure by the party receiving it.

Moreover, the receiving party is forbidden to use the information disclosed by the disclosing party within the framework of a further call for tender or any type of selection process and thereafter, by the selected third party as the case may be.

#### **Article 14: INTELLECTUAL PROPERTY**

Unless otherwise agreed in writing, delivery of any type of products, projects, studies, development and documents received or sent shall remain our exclusive property and shall not lead to any transfer of background or foreground intellectual property. The same applies in the event of the said projects, study development and documents being fully or partially financed by our customer.

Our customer undertakes not to use these documents in any way likely to infringe our industrial or intellec-

tual property rights and undertakes not to disclose them to any third party. Such documents may only be used by the customer for the purposes of execution of the order.

#### **Article 15 - FORCE MAJEURE**

Our obligations shall be suspended under circumstances constituting force majeure and more generally in the event of any whatsoever stoppage of work, production accident, fire, flood, lockout occurring on our premises, on those of our suppliers and sub-contractors, import-export problems, and in the event of the occurrence of events beyond our control and preventing us from fulfilling our obligations under normal conditions.

#### **Article 16 - APPLICABLE LAW - COMPETENT JURISDICTION**

Unless otherwise specified in the Contract, any dispute relating to the order, including its existence, validity and/or termination, shall be subject to the laws and to the jurisdiction of the country (and state or province, if applicable) where we are located (as shown on our acknowledgment of receipt of the order and/or our invoice). Both parties expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on 11 April 1980.

SHOULD YOU BE UNABLE TO READ THESE GENERAL TERMS AND CONDITIONS OF SALE, WE CAN PROVIDE YOU WITH A VERSION IN LARGER TYPE ON REQUEST.









We make it *possible*

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