

ADDITION TO THE ORDER

TERMS AND CONDITIONS GOVERNING THE ORDER

1. Confirm acceptance of this Order and the delivery date stated in it by returning the attached copy duly signed and dated
2. The Order number, along with identifiable shipment marks, must be shown on all packages, shipment sheets, invoices, transit advice notes and other correspondence.
3. Send by post the bills of lading and receipt form and all other transport documents with details of consignment, Order number and planned transport route, etc. immediately upon dispatch. The bill with the Order number must accompany all goods.
4. Submit all invoices, in duplicate, to EXIDE TECHNOLOGIES LDA, Av. Dr. Carlos Leal no. 4, 2600-729 Castanheira do Ribatejo, Portugal, stating the Order number.
5. If the terms are ex-works, costs of shipment as far as the port of destination must be paid in advance, and any other charges should be added to the Supplier's invoice.
6.
 - a) Goods delivered free of charges at our factory must be insured by you and transportation will be at your risk and liability.
 - b) Goods sold free of charges at your factory gates will be insured by you and the insurance costs will be charged to us. The goods will be insured from factory to factory.
 - c) Goods sold free of charges at an intermediate port (for example, at the border) must be insured by you until they enter our factory. The costs will be shared by our companies in proportion to the liability of each: you will pay the insurance for the goods as far as the intermediate point and we will pay the remainder.
7. **CONFIRMATION** - Confirmation of this Order or any consignment of goods ordered or of provision of any services requested constitutes express acceptance of these terms and conditions, as printed on the front and back of this document, these being the only terms and conditions applicable to the purchase and sale of said goods or services, unless other terms and conditions are agreed in writing and signed jointly by authorised representatives of EXIDE and the Supplier.
8. **ALTERATIONS** - EXIDE will not accept any modification or alteration of this Order unless it is made in writing and signed by an authorized representative of EXIDE.
9. **PRICES** - The items indicated in the order must not be invoiced at prices higher than those most recently set without EXIDE's prior written authorization.
10. **GUARANTEE** - The Supplier guarantees EXIDE that on the date of deliver the goods ordered and covered by this order shall be in accordance with the designs, specifications, samples, or other descriptions given, shall be free of defects of material and/or labour and shall be suitable for the relevant purposes, expressly or reasonably understood.
11. **DELIVERY DEADLINE** - The Supplier undertakes to supply the goods on the date indicated in the Order.
12. **TRANSFER OF OWNERSHIP** - From the moment that the goods are delivered they shall become EXIDE's property, without prejudice to the latter's right of rejection in accordance with these terms and conditions.

13. INSPECTION - EXIDE reserves the right to inspect and test the materials and manufacture of all goods at any time or place, including, where feasible, during their fabrication. If such inspection or testing is carried out on the Supplier's premises, the latter shall provide, at no additional charge, all facilities and assistance for safe and appropriate testing. All rejected materials will be returned and charged the Supplier, including all transport costs, within three months of delivery. The foregoing shall not constitute a restriction on any rights that EXIDE may legally invoke and make good on account of non-fulfilment of the contract and/or guarantees.

14. SURPLUS CONSIGNMENTS - EXIDE reserves the right to return at the Supplier's expense any quantities shipped that exceed those indicated unless deliveries greater than or less than those requested are authorized by his Order.

15. CANCELLATION - EXIDE reserves the right to cancel this Order in full or in part, on the grounds of defects in the materials or equipment, manufacture or quality, or if the materials or equipment have not been shipped within the terms and conditions and on the date indicated in this Order, or are not in accordance with the printed designs and details, approved samples or specifications, or any other instructions issued, or if EXIDE is prevented from doing business for reasons beyond EXIDE's control, such as, among others, fires, strikes, decisions of the courts or authorities or acts and demands of any person or agent exercising government or other authority, or if the Supplier fails to fulfil any of the terms and conditions of this Order. EXIDE reserves the right to consider this Order null and void at any time, in whole or in part, on payment to Suppliers of costs incurred prior to its termination, plus a reasonable amount in the name of lost profits, where relevant. In the absence of mutual agreement, such costs and lost profits shall be determined by an arbiter appointed by the Judge of the Court of Lisbon within the terms of article 1513 of the Code. Each of the parties shall have the right to cancel this Order in the event of bankruptcy or insolvency of the other party or in the event that the other party reaches an agreement with its creditors.

16. SUSPENSION OF WORK AND/OR DISPATCH - The Supplier shall, at EXIDE's request, suspend dispatch and delivery of materials or equipment or all labour and operations for the period indicated by EXIDE.

17. PATENTS - The Supplier agrees to indemnify and compensate EXIDE, its successors, proxies, agents and other representatives for all costs, losses, claims or demands due to real or presumed infringement of any patent, design, plan, trademark or commercial secret material that the Supplier supplies to EXIDE, except in relation to Material supplied in accordance with designs, specifications, samples or other descriptions given to the Supplier by EXIDE in this Order.

18. SUBCONTRACTING - No subcontracting is permitted in respect of the totality or any part of this Order without EXIDE's prior written consent.

19. EXIDE'S OWNERSHIP OF DESIGNS - Where the Supplier is furnished with any designs to enable him to meet the Order, the designs and any other information supplied shall be EXIDE's exclusive property; such designs and information may not under any circumstances be transferred to any third party and must be returned to their owner after fulfilment of the contract or correspondence. Such designs and information are considered to be supplied on a confidential basis for a limited purpose and dissemination or use thereof other than for that purpose is not permitted under any circumstances. The same rules shall apply in respect of designs or information that are property of EXIDE TECHNOLOGIES.

20. EQUIPMENT, TOOLS AND MATERIALS SUPPLIED BY EXIDE - EXIDE does not accept any liability to the Supplier for any delay in supplying or any failure to supply all materials, tools and equipment that EXIDE has undertaken to supply to the Supplier in accordance with the terms and conditions of this Order. Ownership rights over any materials, tools or equipment supplied by EXIDE to the Supplier shall continue to belong to EXIDE. The risk of loss or damage to such materials, tools and equipment, from the moment they are delivered to the Supplier until they are returned to EXIDE, shall be borne by the Supplier.

After this Order has been fully satisfied or carried out, any of the materials supplied by EXIDE and improperly worn in executing this Order, along with any tools or equipment, shall be dealt with in conformity with the instructions given by EXIDE. All materials, tools and equipment supplied to the Supplier shall be covered against losses or damage by policies accepted by EXIDE.

21. ARBITRATION AND APPLICABLE LAW - This Order shall be governed and interpreted in all respects in accordance with the law in force in Portugal, and the contracting parties agree to submit to the jurisdiction of the Portuguese courts and expressly renounce all others.

22. Respect the safety rules contained in internal regulations.

23. Guarantee periods in documents for equipment and materials purchased by EXIDE shall begin only at the time that effective use thereof begins.