

# SCHAEFFLER



**Lieferschein**  
**Delivery Note No.**  
Packliste / Packing note

Schaeffler Group USA Inc. 308 Springhill Farm Rd Fort Mill SC 29715-9784

Magna PT S.p.A.  
V Dei Ciclamini 4  
70026 MODUGNO BA  
ITALY  
Plant: 100

2 Empfängervermerke / Receiving Notes				3 Lieferschein-Nr./ Delivery Note No.	
6 Fracht / Freight				7 Anlieferung / Delivery	
FREI/ Free	Unfrei / Not Free	Waggon/ Rail	Spediteur/ Carrier	4 Versand-Datum/ Shipping Date	
		Fracht/ Freight	Fahrz. fremd/ Other Vehicle	03/26/2019	
		Express/ Express	Fahrz. eigen/ Own Vehicle Item	Rechnung/Invoice	
Incoterms				8 Nr./No.	
EXW FORT MILL				9 Datum/Date	

Lieferanten - Nr./ Supplier No.	VAT reg.no.:
91020840	IT04886850728

11 Bestell-Nr./Purchase Order No.	10 Ihre Zeichen / Your Reference	15 Zusatzdaten/ Additional Data	12 Uns.Abtg./ Our Department	13 Tel.	14 Empfänger-Nr./ Receiver No.	16 Auftrags-Nr./ Order No.
550002713906	413		NP/IFM-PLL8 Patricia Larkin	+1 (803) 547-3304	24466	133329

19 Versandart/ Shipping Code	UPS Freight Truck / Ex Works	20 Frei/ Free	23/24 Brutto/ Gross	Gesamtgewicht/Total Weight
		Unfrei/ Not Free	Netto/Net	241.8 KG
21 Verpackung/ Packing		X		205.6 KG
25 Versandanschrift/ Shipping Address		22 Versandzeichen/ Shipping Mark	26 Abladestelle/ Receiving Location	
		12293680	14248	

27 lfm.	28 Teile-Nr des Empfängers / Receiver Part No.	29 Bezeichnung / Teile-Nr. / Verpack Description / Part No. / Pack	30 Menge / Quantity	31 ME/ Qty Unit	Lieferung/Delivery Handling Unit
001	9009003774	F-567278.SAX-HLA#O Axial needle roller bearing	14,688	PC	36701056/10
	A	063497352-0000-12 ASN / SID: 36701056			270478478
	Bestellnummer / Purchase Order No.	Charge / Batch	Chargenmenge / Quantity	Ursprungsland / Country of origin	
	550002713906	0033434918	14,688 PC	USA	

- Commodity code: 8482500000

1900223055  
5009198473

Packing List and Dimensions

No	Packing No.	Net Wght	Gross Weight	Dimensions	Packaging Description	Kanban No.
1	270478478	205.6 KG	241.8 KG	1067x 914x 152 MM	0000SON	
				Part No. 063497352-0000-12	Quantity: 14688 PC	

The products are not subject to export control based on EC, U.S. or domestic law of the invoicing party, unless stated otherwise in the positions.

**KUEHNE + NAGEL s.r.l.**  
ACCETTAZIONE MERCE

Quantità dichiarata: 14688  
Quantità effettiva:  
Tipo Imballaggio:  
Quantità Imballi:

Conferma alle schede d'imballaggio:     
Data controllo: 08/11/19  
Firma:



SCHAEFFLER GROUP USA, INCORPORATED  
308 Springhill Farm Road – Fort Mill, SC 29715  
Telephone 803/548-8500 – Fax 803/548-8599

**SCHAEFFLER GROUP USA, CORPORATION  
TERMS AND CONDITIONS OF SALE**

**Prices.** Buyer's order is being entered at price(s) shown on the front of this Quotation, but Schaeffler Group USA, Incorporated (SG USA, Inc.) reserves the right to bill the goods at the prices in effect at the time of shipment.

**Payment and Security Terms.** Buyer agrees to pay all invoices issued within thirty (30) days from the date of invoice. SG USA, Inc. reserves the right to change such terms at any time, either for the class of trade generally or, with cause, for Buyer alone. SG USA, Inc. shall have the right at any time to demand cash payment on or before shipment in any instance in which SG USA, Inc. determines that Buyer's credit is less than satisfactory, or for other good cause.

Buyer hereby grants and SG USA, Inc. reserves a purchase money security interest in the goods purchased under this Quotation, and in any proceeds of the goods, for the amount of the purchase price. Upon SG USA, Inc. request, Buyer shall sign any document required to perfect such security interest. Buyer's full payment of the purchase price of the goods purchased under this Quotation shall release SG USA, Inc. security interest.

**Shipment Terms.** Shipment is F.O.B. shipping point and includes no cartage, insurance charges, or taxes, unless SG USA, Inc. decides, in its sole discretion, to use its own transportation equipment.

**Risk of Loss.** The risk of loss of the goods shall pass to Buyer upon loading of the goods into transportation equipment at the shipping point unless transportation is provided by SG USA, Inc. equipment.

**Shipment Dates.** SG USA, Inc. obligation to ship on time is expressly made subject to the terms of the force majeure clause set forth below. SG USA, Inc. shall make every reasonable effort to meet any delivery date(s) requested by Buyer, but SG USA, Inc. will not be liable for its failure to meet such date(s).

**Installments.** SG USA, Inc. shall have the option to deliver the goods in two (2) or more installments.

**Cancellation.** In the event Buyer desires to cancel an order accepted by SG USA, Inc., Buyer shall provide a written explanation to SG USA, Inc., and the terms of cancellation shall then be subject to negotiation.

**Patents.** SG USA, Inc. reserves the right to discontinue shipment of any goods, the manufacture, sale, or use of which in its opinion would involve patent infringement. This Quotation in no way provides Buyer with any license, express or implies, to practice or use any patented inventions or discoveries owned by SG USA, Inc.. SG USA, Inc. agrees to hold harmless and protect Buyer against all loss or damages in lawsuits arising from actual or alleged patent infringement by SG USA, Inc. products, providing Buyer promptly notifies SG USA, Inc. in writing of any such claim and gives SG USA, Inc. sole control of the defense of the claim and all related settlement negotiation.

**Special Orders.** In the case of orders or non-catalog goods, Buyer agrees to accept ten (10) percent more or less than the amount ordered.

**Limited Warranty.** SG USA, Inc. warrants only that the goods offered under this Quotation will conform to SG USA, Inc. published specifications and will be free from defects in material or workmanship. If Buyer is purchasing non-catalog goods, SG USA, Inc. warrants only that the goods will conform to the specifications mutually approved by the parties for the specific applications disclosed to SG USA, Inc. and will be free from defects in material affirmations were made for illustrative purposes only.

SG USA, Inc. makes no warranty or merchantability of the goods sold under this Quotation, and SG USA, Inc. makes no warranty that the goods sold under this Quotation are fit for any particular purpose.

**Acceptance, Rejection, and Revocation.** Goods shall be deemed to have been accepted and Buyer's right to reject nonconforming goods shall expire five (5) business days after delivery of the goods. Buyer's right to revoke acceptance of nonconforming goods shall expire ninety (90) days after delivery of the goods. If Buyer rejects or revokes acceptance of any goods tendered under this Quotation, or attempts to do so, Buyer must notify SG USA, Inc. in writing fully specifying all claimed nonconformities. The failure to specify any nonconformity shall constitute a waiver of that nonconformity. No returns may be made and no credits will be granted without SG USA, Inc. prior written approval.

**Notice of Breach of Warranty.** After Buyer has accepted the goods and Buyer's right to revoke acceptance has expired, if buyer discovers that the goods breach any warranty, Buyer must notify SG USA, Inc. in writing of the breach of warranty within seven (7) business days after discovery of the breach. The notice must specify the facts constituting the alleged breach and must be sent by certified mail to Schaeffler Group USA's, Incorporated address on the front of this Quotation. SG USA, Inc. shall have a reasonable opportunity to investigate any alleged breach of warranty before SG USA, Inc. has any obligation to take any remedial action.



## SCHAEFFLER GROUP USA, INCORPORATED

308 Springhill Farm Road – Fort Mill, SC 29715

Telephone 803/548-8500 – Fax 803/548-8599

**Remedies of Buyer.** Buyer's exclusive remedy, and SG USA, Inc. liability, for shipment of nonconforming goods or any breach of warranty are expressly limited at SG USA, Inc. option, to either replacement of the nonconforming goods at the F.O.B. shipping point, or refund of the purchase price. Further, all defective or nonconforming goods must be returned to

SG USA, Inc. charges prepaid, and with complete information as to service and maintenance. SG USA, Inc. shall have no responsibility for goods which have been improperly maintained or subjected to abuse in operation or assembly. SG USA, Inc. shall not be responsible for any corrosion if Buyer has not taken reasonable steps to prevent corrosion from occurring.

**Limitation of Liability.** The remedies of Buyer set forth in these terms and conditions of sale are exclusive. Buyer assumes risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. SG USA, Inc. shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to loss of profits or revenue, loss of use of the goods, cost of capital, cost of any substitute goods, facilities or services, cost of any recall, or claims of customers or employees of Buyer for any such damages.

**Force Majeure and Allocation.** Neither Buyer nor SG USA, Inc. will be responsible for any delay or failure of performance under this Quotation (other than to make payments due hereunder) if such delay or nonperformance is caused by acts of God, floods, fires, explosions, storms, transportation difficulties, strikes, lockouts, or other labor or industrial disturbances; any law, rule order or action of any court, agency or other instrumentality of the federal or any state local government; or exhaustion, reduction, unavailability, or delay in delivery of any product or material necessary in the manufacture of the goods to be sold hereunder (regardless of whether or not such exhaustion, reduction, unavailability, or delay is beyond such party's control, provided only that the same is not willfully done or brought about for the purpose of excusing failure or omission to perform under this Quotation); or any other cause beyond a party's control. If any of the events or contingencies referred to in this provision occurs, SG USA, Inc. shall have the right to curtail deliveries or allocate its supply of goods for sale among all of its customers in any manner which Buyer may incur as a result of such failure, curtailment or allocation by SG USA, Inc. notwithstanding the foregoing. SG USA, Inc. will make every reasonable effort to procure supplies and materials from alternate sources if necessary, and make every effort possible to meet and fill the orders of Buyer.

**Waiver.** A waiver of and/or failure to perform any one or more of the conditions of these terms and conditions shall not constitute a waiver or any excuse for nonperformance as to any other part of this or any other order.

**Statute of Limitations.** Any action for breach of these terms and conditions (including any breach of warranty) must be commenced within thirteen (13) months following delivery of goods.

**Sole Agreement.** These terms and conditions contain the entire agreement between the parties with respect to the goods covered by this Quotation. The agents, employees and representatives of SG USA, Inc. are not authorized to make modifications to this Quotation, or to make additional warranties binding on SG USA, Inc.. Any such additional statements, whether oral or written, do not constitute warranties and should not be relied upon by the Buyer.

### TERMS APPLICABLE ONLY TO U.S. GOVERNMENT CONTRACTS OR SUBCONTRACTS

**Compliance With Applicable Laws.** SG USA, Inc. shall comply with all federal, state, and local laws and regulations applicable to its performance obligations in this transaction. If the goods covered by this Quotation are purchased for incorporation into products sold under a United States government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this transaction.

This is to certify that material shipped on the purchase order provided was made in strict accordance to SG USA, Inc. blueprints and specifications. All chemical, physical analyses and results required in the manufacture and/or fabrication of material made in accordance to such blueprints and specifications are on file and may be examined by customer upon request.

Barry Vukoder  
Director of Quality

PART NUMBER

(P)

**9009003774**

REV:



DESCRIPTION

F-567278.8AX-HLA#N

P.O.#

(K)

LOT NO

(IT)

**33434918**



QUANTITY

(Q)

**14,688**



**PC**

FROM:

Schaeffler Group USA Inc.  
308 Springhill Farm Rd  
Fort Mill, SC 29715-9784

ASN OR SUPPLIER NUMBER

(S)

**91020840**



TO:

Magna PT S.p.A.  
4 V Dei Ciclamini  
Modugno, BA 70026