



SCHAEFFLER



Lieferschein Delivery Note No. Packliste / Packing note

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

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

2 Empfängervermerke / Receiving Notes, 7 Anlieferung / Delivery, 3 Lieferschein-Nr./ Delivery Note No. 33132113, 4 Versand-Datum/ Shipping Date 06/01/2018, 9 Datum/Date 203628

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

11 Bestell-Nr./Purchase Order No. 0002713906, 10 Ihre Zeichen / Your Reference 413, 12 Uns.Abtig./ Our Department NP/IFM-PLL8, 13 Tel. +1 (803) 578-2895, 14 Empfänger-Nr./ Receiver No. 24466, 16 Auftrags-Nr./ Order No. 133329, Katie Tanko

19 Versandart/ Shipping Code UPS - Supply Chain Solutions Truck / Ex Works, 20 Frei/ Free, 23/24 Brutto/ Gross 295.1 KG, 21 Verpackung/ Packing, 22 Versandzeichen/ Shipping Mark 10887306, 26 Abladestelle Receiving Location 14248, 25 Versandanschrift/ Shipping Address

Table with 6 columns: 27 lfm., 28 Teile-Nr des Empfängers / Receiver Part No., 29 Bezeichnung / Teile-Nr. / Verpack Description / Part No. / Pack, 30 Menge / Quantity, 31 ME / City Unit, Lieferung/Delivery Handling Unit. Row 1: 001, 9009003774, F-567278.SAX-HLA#0 Axial needle roller bearing, 18,360 PC, 33132113/10, 203713307.

- Commodity code: 8482500000

Packing List and Dimensions

Table with 6 columns: No, Packing No., Net Wght, Gross Weight, Dimensions, Packaging Description, Kanban No. Row 1: 1, 203713307, 257.0 KG, 295.1 KG, 1067x 914x 152 MM, 0000SON

Part No. 063497352-0000-12 Quantity: 18360 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.

Handwritten notes: 180.186 275, 500 822 8301, 180 187 327.

KUEHNE+NAGEL S.r.l. ACCETTAZIONE MERCE

Quantità dichiarata: 18360, Quantità effettiva, T.po Imballaggio: 1, Quantità Imballi: 1, Conformità alle schede d'imballaggio: SI, Data controllo: 6.6.18, Firma

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 implied, 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.

**FAG****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)

900900377



REV:

DESCRIPTION

F-567278.SAX-HLA#N

P.O.#

(K)

LOT NO

(1T)

29971019



QUANTITY

(Q)

18,360



PC

FROM:

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

ASN OR SUPPLIER NUMBER

(V)

91020840



TO:

**GETRAG S.p.A.
4 V Dei Ciclamini
Modugno, BA 70026**

EXPLORE

MITTENTE 2493643
UPS SCS ITALY S.R.L.
VIA GALILEO GALILEI
20068 PESCHIERA DEL GARDA MI



BRT S.p.A.
Sede Operativa ed Amministrativa:
via E. Mattei, 42 - 40138 Bologna

BRT
CORRIERE
ESPRESSO

C.F. e P.IVA 04507990150
Capitale Sociale Euro 24.000.000 Int. vers.
www.brt.it

DESTINATARIO
MAGAZZINO K&N C/O GETRAG SPA

BRTcode 18103 00013 95969 6668

SPEDIZIONE
103 00 0130596 6/06/18

VIA DEI CICLAMINI 4
70026 MODUGNO BA

RIF. MITTENTE 1

REFERENTE CONSEGNA

COLLI PESO VOLUME
1 295,0 0,910 R

SERVIZIO
FRANCO
EXPRESS

COLLETT. VARIO

CONSEGNE PARTICOLARI

ZONA
39 d:14623 a:0673

DATA E ORA CONSEGNA RICHIESTA

SEGNACOLI
103 48862

TURNO DI CHIUSURA

FILIALE 007 BARI - Z.I. VIA NICKMANN 4 080/5380011
70123 BARI BA INFO007@brt.it

PER RICEVUTA DELLA MERCE SENZA RISERVE

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(firma)

(data e ora)