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Additionally Applicable Amendment to the General Terms and Conditions of Sale of ROVALMA, S.A. (T&C) for

the contraction of HEAT TREATMENT SERVICES

The herein after set forth Terms and Conditions of Sale (T&C Heat Treatment) complement the General Terms and Conditions of Sale of ROVALMA, S.A. (T&C or T&C NAFTA Countries, respectively), and shall apply additionally to these General Terms and Conditions of Sale of ROVALMA, S.A. for all HEAT TREATMENT SERVICES contracted with ROVALMA, S.A. (henceforth also referred to as "ROVALMA") by all buyers (henceforth also referred to as "customers").

The General Terms and Conditions of Sale of ROVALMA, S.A. (T&C or T&C NAFTA Countries, respectively) remain applicable.

I. Information to be provided by customer

Workpieces that are to be heat treated may only be handed over to ROVALMA, once confirmation of the order has been issued by ROVALMA and sent to customer. All workpieces which are handed over for heat treatment to ROVALMA must be accompanied by a delivery note containing the following information:

1. Description, number of units, net weight and kind of packaging;
2. Material quality (steel grade and steel provider);
3. The desired heat treatment as defined and agreed upon in the offer/ acceptance of offer and order confirmation documents, particularly:
 - 3.1 In the case of hardened and/or tempered steels:
 - a) If agreed, the desired tensile strength. The customary tensile strength test conducted by ROVALMA shall be decisive for the purpose of ascertaining compliance with convened tensile strength requirements, unless any other test standards have been agreed; and/or
 - b) If agreed, the desired hardness level. The customary hardness test conducted by ROVALMA shall be decisive for the purpose of ascertaining compliance with convened hardness level, unless any other test standards have been agreed.

- 3.2 In the case of nitriding steels, if agreed, the desired surface hardness level after nitriding. The customary hardness test conducted by ROVALMA shall be decisive for the purpose of ascertaining compliance with convened hardness level, unless any other test standards have been agreed.
4. The details of the desired test procedure, probe extraction and test load, if any specific have been agreed. If no other specifications have been agreed, the customary test procedure, probe extraction and test load as normally employed by ROVALMA shall be considered as convened by the contracting parties.
5. If partial hardening is required, drawings must be attached by buyer showing which areas must be hardened and which must remain soft. Likewise, any particular requirements relating to dimensional accuracy, maximal allowance of distortions, or the surface condition must be noted on the delivery documents and must have been explicitly accepted by ROVALMA in writing.
6. If similar workpieces are produced from different molten steel casts, this must be stated. The customer must in particular point out any welded or soldered workpieces and any which contain sealed volumes. Furthermore, the customer must provide any additional information or requirements necessary for the success of the heat treatment and that ROVALMA is not aware of.

II. Supplementary Terms concerning Shipment and Risk of Loss/ Damage

1. Unless otherwise agreed, the workpieces which are to be heat treated shall be delivered by the customer at his own expense and risk and collected by him after completion. As for the collection of workpieces at the facility of ROVALMA, once heat treatment has been completed, the risk shall pass over to the customer at the moment that the customer has been informed that the heat treated workpieces are ready for shipment.
2. Unless otherwise agreed, for cases, in which ROVALMA is contracted by the customer to organize the transport of the workpieces that are to be heat treated, ROVALMA shall appoint and contract the forwarder or the freight carrier, but the expenses and the risk of loss/ damage or delays during dispatch and transport between the agreed upon facilities of the customer and ROVALMA shall be carried by the customer.

III. Inspections and Quality Controls

1. ROVALMA is not obliged to check and assess the completeness, exactitude and/ or faultlessness, fitness for a particular purpose of the information provided by the customer according to clause I. of the present T&C Heat Treatment.
2. The workpieces which are heat treated shall be tested to the normal quality control procedures of ROVALMA before they leave ROVALMA facilities. Additional testing and analyses shall take place only on the basis of specific agreements between ROVALMA and the customer. ROVALMA'S quality control tests shall not relieve the customer from his obligation to inspect the heat treated workpieces upon receipt.

IV. Supplementary Terms concerning Claims based on Defects

1. The heat treatment shall be carried out as defined and agreed upon in the offer, acceptance of offer and order confirmation documents and on the basis of the information provided by the customer pursuant to clause I. of the present T&C Heat Treatment. ROVALMA assumes no liability as to the success of the heat treatment, e.g. as to the absence of distortion and cracks, surface hardness, effective hardness, hardness penetration, possibility of electroplating, etc., particularly because of possible variations in hardenability of the material used, latent defects, disadvantageous shapes or because of possible changes which have occurred in the preceding work process.
2. If the heat treatment is unsuccessful, without this being attributable to a fault of ROVALMA, because for example the information provided by the customer as required according to clause I. of the present T&C Heat Treatment was incorrect, because ROVALMA was not and could not have been aware of latent defects in the component before the heat treatment was performed or because characteristics of the material used, the shape or the condition of the component supplied by the customer made a successful heat treatment impossible but ROVALMA was not and could not have been aware of this, the agreed upon heat treatment remuneration shall nevertheless be payable. Successful re-treatments shall hence be paid for by the customer separately according to further agreements.
3. If heat treated workpieces, which are subject of complaints or claims based on defects, are treated or further processed without ROVALMA's written agreement any and all liability obligations shall expire.