



GE  
Oil & Gas

Via Felice Matteucci, 2  
50127 Firenze  
Italy

T +39 055 423 211  
F +39 055 423 2800

CONFIDENTIAL

Protocol n . 008 / 00 / 00197

Florence, 12th July, 2007

Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Attention: \_\_\_\_\_

Dear Sirs,

Nuovo Pignone S.p.A., a General Electric Company affiliate, (hereinafter "GENP") is implementing an Electronic Request for Quotation Tool (hereinafter the "E-RFQ Tool"). The E-RFQ Tool is a web Tool through which, upon Request, you may submit your Quotation for those services and products specified in the Request. The E-RFQ Tool has been developed by the GE O&G Sourcing department to manage the Requests for Quotation in the Inquiry to Order phase, extension to Order to Remittance phase in the future is possible. It enables the user to monitor all requests for quotation at all times and levels, serves as a data and document repository and allows reporting on the Request for Quotation process. As you are a qualified supplier of GENP or in course of being qualified you have been identified as a prospective user of the E-RFQ Tool and therefore we are offering you to use the E-RFQ Tool subject to the following terms and conditions:

1. You agree to be bound to all terms and conditions included in the Website Terms Of Use attached in Annex 1;
2. You agree to be bound to all the terms and conditions included in the Privacy Policy attached in Annex 2;
3. As soon as you return back a signed copy of this agreement selected employees of your company will be granted access to the E-RFQ Tool if they have completed the registration process on the:

[http://www.geoilandgas.com/businesses/ge\\_oilandgas/en/online\\_tools/erfq.htm](http://www.geoilandgas.com/businesses/ge_oilandgas/en/online_tools/erfq.htm)

as described in point 4.





4. To complete the registration process for the E-RFQ Tool the respective person will need to:
  - Select 'E-RFQ' from the menu 'Online Tools', then select 'Register' if he/ she does not have yet a Single-Sign-On Number (which is a unique number to identify a user accessing any GE application), create his/ her Single-Sign-On Number and password and select the E-RFQ Tool on the proceeding page 'Request Application Access'. The user will receive an email that acknowledges his/ her request. The user will receive an email that acknowledges his/ her request.
  - Select 'E-RFQ' from the menu 'Online Tools', and then select 'Updated Profile' if he/ she already has a Single-Sign-On Number, but is not registered yet on the E-RFQ Tool. The user will be able to change any detail of his/ her profile. After confirmation of his/ her profile, he/ she should select the E-RFQ Tool on the proceeding page 'Request Application Access'. The user will receive an email that acknowledges his/ her request.
  - The GE O&G Sourcing administrator of the E-RFQ Tool will confirm the successfully completed registration in an email.
  - Once registered on the E-RFQ Tool, the user can access the E-RFQ Tool via <http://www.geoilandgas.com> by first selecting E-RFQ from the menu 'Online Tools' and then clicking on 'Login'. After having inserted Single-Sign-On and password, the user will be able to view the entry page of the Tool.
5. A Request for Quotation will be managed inside E-RFQ Tool as following:
  - The request for an RFQ will be created and launched by the GE O&G Units organization, inserting into the E-RFQ Tool all necessary technical and commercial requirements and applicable documentation.
  - The GE O&G Engineering department will review the request for RFQ and pass it on to the GE O&G Sourcing ITO Commercial Support.
  - The GE O&G Sourcing ITO Commercial Support will complete the commercial requirements, select the suppliers' contacts and send the RFQ to the suppliers.



- An email notification will be sent to the respective suppliers' contacts stating that: 'NEW RFQ from NUOVO PIGNONE S.p.A. for ITO Commercial Support: for Item <Description included>. Due date is <dd/mm/yyyy>. To view all related information please click on the following link [http://www.geoilandgas.com/businesses/ge\\_oilandgas/en/online\\_tools/erfq.htm](http://www.geoilandgas.com/businesses/ge_oilandgas/en/online_tools/erfq.htm). For technical questions please revert to <Application Engineer reference>, for commercial questions please revert to <Sourcing reference>.'
  - Respective supplier employee should access the E-RFQ Tool and will be able to view the new RFQ on the entry page, which is marked with a unique number.
  - The new RFQ and its due date need to be acknowledged: by clicking on 'Reply', the RFQ form will open containing all information and documentation related to the RFQ. The user can confirm the due date, decline the due date or reject the RFQ. In case of Decline and Reject the user will need to put a comment in the comment field.
  - To return a quotation, the user need to:
    - i. Insert a date for the quotation validity.
    - ii. Attach a quotation by clicking on 'Attach quote'.
    - iii. Attach the bid qualification form by clicking on 'Attach Bid qualification form'.
    - iv. Click on 'Send'.
  - The quotation submitted will be validated from commercial and technical perspective and in case of modifications needed or unacceptability of the quote submitted the user at supplier' site will receive an email notification including a comment.
  - For more detailed information on all functionalities of the E-RFQ Tool we will make available a user manual detailed for suppliers.
6. The Quotation you will submit through the E-RFQ Tool shall be firm, fixed and binding pursuant to the terms and conditions you will specify in each specific Quotation and shall be governed according to Italian Law being a "proposta irrevocabile".
  7. Save for what specifically provided in the Annexes, this agreement shall be construed, interpreted and applied in accordance with the Italian Law.
  8. This Agreement shall not supersede any prior agreement between GENP and \_\_\_\_\_ in relation to the use of the Website for different purposes.
  9. This Agreement shall become effective as of the date of acceptance by you.



- 10. Upon execution of this Agreement by a party, facsimile or electronic copies (ex. pdf or tif file) of said executed Agreement shall be given the full force and effect as the original agreement executed by said party.

If the foregoing terms and conditions are acceptable to you, please execute and return one copy of this letter.

Very truly yours,  
 NUOVO PIGNONE S.p.A.

By Carlo Muzzarelli  
 GE Oil&Gas  
 Commercial Support & Risk Leader

ACCEPTED AND AGREED TO THIS  
 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007  
 [COMPANY NAME, LEGAL REPRESENTATIVE]  
 By \_\_\_\_\_  
 Title \_\_\_\_\_

As per articles 1341 and 1342 of the Italian Civil Code the Parties expressly confirms acceptance in writing of terms and conditions as set forth in:

- 1. Website Terms Of Use attached in Annex 1:  
 article 2 (Changes in Terms); article 3 (Changes in Site(s)); article 5 lett. b) (Copyrights); article 5 lett. f. (License); article 8 (Termination); article 11 (Limitation of Liability); article 12 lett. b) (Compliance with Export Control Laws); and article 12 lett. c) (Applicable Law)
- 2. Privacy Policy attached in Annex 2:  
 article 2 (Changes in Terms) and article 7 (Waiver of Additional Rights)

ACCEPTED AND AGREED TO THIS  
 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007  
 [COMPANY NAME, LEGAL REPRESENTATIVE]  
 By \_\_\_\_\_  
 Title \_\_\_\_\_



## ANNEX 1 – WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE (“TERMS” OR “TERMS OF USE”) CAREFULLY BEFORE USING THE WEBSITE YOU WILL ACCESS IN ORDER TO SUBMIT A QUOTATION THROUGH THE E-RaFQ TOOL. BY USING ONE OR MORE OF THESE SITES, YOU AGREE TO BE BOUND BY THESE TERMS, AS SUPPLEMENTED OR MODIFIED BY “SUPPLEMENTAL TERMS OF USE” AND OTHER SITE SPECIFIC TERMS THAT ARE POSTED ON THE WEBSITE OR SPECIFICALLY AGREED TO IN A SEPARATE DOCUMENT BY THE SITE OPERATOR.

1. **Parties.** General Electric International, Inc. (“Operator” or “GEI”), is the commercial operator of these Sites, although software, hosting and other functions and content may be provided by Operator’s service providers (“Service Providers”), other companies affiliated with Operator (“Affiliates”), or merely in a business relationship with Operator (“Business Partners”). Operator’s Service Providers, Affiliates and Business Partners are intended third-party beneficiaries of these Terms of Use. This Site is not directed to or intended for individuals under 18 years of age.

2. **Changes in Terms.** Operator may change these Terms from time to time, with notice given to those completing a registration process (“Registered Users”). Your continued use of the Sites after any changes constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use the Sites and do not download materials from them.

3. **Changes in Site(s).** Operator may terminate, remove, modify, change, suspend or discontinue any aspect of the Sites, including the availability of any features or content, which it controls. Service Providers, Affiliates and Business Partners may also terminate, remove, modify, change, suspend or discontinue any aspect of the Sites, including the availability of any features or content, which they control. Operator may impose limits on certain features and services, or terminate or restrict your access to part or all of any of the Sites without liability, provided that Registered Users will receive notice. Operator may also without liability: (a) remove, modify or otherwise change any user’s Site access for material breach of this Agreement; (b) supplement or make changes to its user access or security procedures with notice to Registered Users; and (c) change the type or location of Operator equipment, facilities or software used by it in providing access provided that no such action shall have the effect of amending or otherwise affecting the parties’ respective obligations under any contract with Operator or its Affiliates. All obligations created before termination shall survive termination.

4. **Privacy Policy.** Operator’s [Privacy Policy](#), incorporated by this reference, describes the type of information Operator and its Business Partners, Service Providers and Affiliates collect when you visit the Sites and how they use that information. Please see our [Privacy Policy](#) for more information.

5. **Proprietary Rights.** Unless Operator or one of its Service Providers, Affiliates or Business Partners specifically agrees otherwise, the following terms apply to all activity on the Sites.

- (a) **Confidentiality.** The following restrictions apply to use of material on the Sites: (i) if any information is marked “Proprietary” or “Confidential” or words of like import, you will hold such information in confidence, use it exclusively in connection with the activities for which you are authorized on the Sites, and not publish or otherwise disclose it to others; (ii) if any information contains restrictions on use or disclosure, you will comply with the restrictions; and (iii) you will keep all restrictive language intact in all copies.



(b) **Copyrights.** Operator and its Service Providers, Affiliates and Business Partners each reserve copyrights in all content that each provides to the Sites, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their coordination, selection and arrangement. You may not prepare derivative works based upon such content, nor may such content be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without prior written permission of the copyright owner. No such activity may be competitive with or derogatory to Operator, its Service Providers, Affiliates or Business Partners. All copyright or other proprietary notices must be kept intact. You may not distribute any of the content of any of the Sites to any other person unless that person accepts all obligations under these Terms. Any copyright owner consent may be revoked at any time, and such consent does not include consent to republish Site information on any other Internet, Intranet or Extranet site or to incorporate the information in any other database or compilation, unless expressly given in writing. Any other use of the content of this Site is strictly prohibited. You further agree that you will not extract, collect or harvest, through electronic means or otherwise, any data or data fields from this Site, including but not limited to personally identifiable information of any other user of the Sites, or the names of customers Operator or its Affiliates, Services Providers, or Business Partners.

(c) **Trademarks.** No trademark, service mark, certification mark, collective mark or trade dress (collectively "Trademarks") owned by Operator, Service Providers, Affiliates or Business Partners may be copied, imitated, or used, in whole or in part, without prior written permission of the owner of the relevant Trademark. All page headers, custom graphics, and button icons may be Trademarks owned by Operator, Service Providers, Affiliates or Business Partners which may not be copied, imitated, or used, in whole or in part, without the relevant owner's prior written permission. No rights to use any Trademarks are granted under these Terms. Certain company names and products mentioned on the Sites may be claimed as Trademarks by their respective owners, who may not be affiliated with Operator, Service Providers, Affiliates or Business Partners.

(d) **Patents.** Some products and processes used on the Sites may be covered by, or may be subject to, one or more patents and are subject to other trade secret and proprietary rights. Operator, Service Providers, Affiliates and Business Partners reserve all such rights. You agree not to infringe upon such rights or decompile, reverse engineer, or disassemble any of the products or processes on the Sites.

(e) **Software.** Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, "Software"), used or accessible through the Sites may be used by you solely for accessing and using the Sites for purposes expressly stated on the Sites or in an applicable written document, provided that such uses are not competitive with or derogatory to Operator or its Service Providers, Affiliates or Business Partners. Operator and its Service Providers, Affiliates and Business Partners retain full and complete title to and all intellectual property rights they may own in the Software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works based upon any Software.

(f) **License.** Except as otherwise provided in our [Privacy Policy](#), in Supplemental Terms of Use posted on a Site, or in a separate contract, you agree that any communications you transmit to anyone through the Site or copyrighted works you post on the Sites, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, purchase orders, quotes, performance data, account information, or other material, data or information (collectively, "Information"), need not be handled as confidential by Operator or its Service Providers, Affiliates or Business Partners and you further agree that upon transmission of such information to Operator or its Service Providers, Affiliates or Business Partners via email or other means you grant to Operator and its Service Providers, Affiliates and Business Partners an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including but not limited to a copyright license) to prepare derivative works, use, reproduce, display, publicly perform, transmit and distribute such Information and derivative works thereof for any purpose.



6. User Conduct - Security. In using any of the Sites, you agree not to:

- (a) disrupt or interfere with the security of, or otherwise abuse, the Sites, or any services, system resources, accounts, servers or networks connected to or accessible through the Sites or affiliated or linked websites;
- (b) disrupt or interfere with any other user's enjoyment of the Sites or affiliated or linked websites;
- (c) upload, post, or otherwise transmit through or on any Sites any viruses or other harmful, disruptive or destructive files;
- (d) use or attempt to use another's account, service or system without authorization from Operator or create or use a false identity on any Sites;
- (e) transmit through or on any Sites spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- (f) attempt to obtain unauthorized access to any Site or portions of any Site that are restricted from general access ("Limited Access Areas");
- (g) grant access to or use of any Limited Access Areas of any Sites to any third party without Operator's prior consent (evidenced by Operator's issuance of valid user name and password); or
- (h) use the user name or password of any other person at any time.

You also agree to keep any user name and password issued to you safe from disclosure to third parties, and to be responsible for all actions and communications undertaken or transmitted under your account.

7. User Conduct - Online Communities and Other Interactive Areas. The Sites may contain areas where you may post and share comments with other Site users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through any of the Sites unlawful, harassing, libelous, tortious, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, Trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes or conveys information about illegal activities or harm against anyone. Operator reserves the right but not the obligation to remove any materials it deems objectionable. You agree to hold harmless Operator and its Affiliates, Service Providers and Business Partners from all claims based upon communications made or materials posted by others or the use by third parties of any Site.

8. Termination. Registered Users agree to notify Operator immediately when he/she is no longer working for the company or other legal entity under which access to the Sites was originally granted, or when such entity no longer consents to such access. All termination notices must be sent to the Designated Address for each Site to which the Registered User is registered, containing the following header: "NOTICE OF TERMINATION/CHANGE OF USER STATUS". The notice must specify the extent of and effective date of the termination/change, the user name of the individual who is subject to the notice, and the Site(s) for which access is terminated. This termination/change will not affect any obligations or rights of the parties arising before the effective date of termination or change. Termination will be deemed effective at the earlier of: (a) transmission of an Acknowledgment from Operator to the user expressly confirming the termination; or (b) midnight on the first business day following Operator's receipt of the termination notice.



## 9. Links and Third Party Content.

(a) **Links to Other Websites.** The Sites may from time to time contain links to other websites or other Internet information sources ("Third Party Sources"). These links are provided as a convenience and do not constitute an approval, endorsement, sponsorship or recommendation by Operator of -- or responsibility for -- the third parties or the linked Third Party Sources or any content, services or products available on or through such Third Party Sources.

(b) **Links from Other Websites.** All links to any Site must be approved in writing by Operator, except that Operator consents to links in which: (i) the link is a text-only link containing only the name "GEPower.com" or the URL "<http://www.GEPower.com>"; (ii) the link "points" only to <http://www.gepower.com> and not to deeper pages; (iii) the link, when activated by a user, displays this page full-screen in a fully operable and navigable browser window and not within a "frame" on the linked website; (iv) the appearance, position, and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Operator or its Service Providers, Affiliates or Business Partners nor be such as to damage or dilute the goodwill associated with the name and trademarks of Operator or its Service Providers, Affiliates or Business Partners. Operator reserves the right to revoke this consent to link at any time in its sole discretion.

(c) **Third Party Content.** Any Site may contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements and postings in online community discussions. You agree that neither Operator nor its Service Providers, Affiliates nor Business Partners shall have any liability whatsoever to you for any such third party material, data or information.

10. **Disclaimers.** Unless Operator or one of its Service Providers, Affiliates or Business Partners agrees otherwise in a separate writing, the following terms apply to all activity on the Sites.

(a) THESE SITES, THEIR CONTENT AND THE AVAILABILITY OF LISTED PARTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF ALL SITE(S) AND/OR THEIR CONTENT IS AT YOUR SOLE RISK.

(b) TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, OPERATOR AND ITS SERVICE PROVIDERS, AFFILIATES AND BUSINESS PARTNERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT USE OF ANY SITE WILL NOT EXPAND OPERATOR'S LIABILITY BEYOND THE LIMITS OF ANY CONTRACT UNDER WHICH ACCESS HAS BEEN GRANTED. YOU UNDERSTAND AND AGREE THAT OPERATOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM, LOSS OF DATA OR MISDELIVERIES THAT RESULT FROM USE OF THE SITE OR DOWNLOAD OF ANY CONTENT, DATA AND/OR SOFTWARE FROM THE SITES. OPERATOR ASSUMES NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, COMPATIBILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE THROUGH THE SITES. OPERATOR AND ITS SERVICE PROVIDERS, AFFILIATES AND BUSINESS PARTNERS DO NOT MAKE ANY WARRANTY THAT ANY SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN AN APPLICABLE WRITTEN CONTRACT.

(d) THE SITES TOGETHER WITH ANY DOCUMENTS ISSUED BY OPERATOR OR ITS SERVICE PROVIDERS, AFFILIATES OR BUSINESS PARTNERS AND AVAILABLE THROUGH THE SITES MAY CONTAIN CERTAIN "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. THESE STATEMENTS ARE BASED ON MANAGEMENT'S CURRENT EXPECTATIONS AND ARE SUBJECT TO UNCERTAINTY



AND CHANGES IN CIRCUMSTANCES. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THESE EXPECTATIONS DUE TO CHANGES IN GLOBAL ECONOMIC, BUSINESS, COMPETITIVE MARKET AND REGULATORY FACTORS. MORE DETAILED INFORMATION ABOUT THOSE FACTORS IS CONTAINED IN OPERATOR'S FILINGS WITH THE SECURITIES AND EXCHANGE COMMISSION.

(e) ALTHOUGH DATA, QUOTES, STATUS REPORTS, TECHNICAL DRAWINGS, CONFIGURATIONS, AND CATALOG LISTINGS ON THE SITES ARE BELIEVED TO BE ACCURATE, YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY OF THE INFORMATION AND THE USEFULNESS TO YOUR PARTICULAR NEEDS OF ANY PRODUCT OR SERVICE. SPECIFICATIONS FOR PRODUCTS AND SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND OPERATOR AND ITS SERVICE PROVIDERS, AFFILIATES AND BUSINESS PARTNERS RESERVE THE RIGHT TO MAKE CHANGES WITHOUT NOTICE TO PROCESSING, MATERIALS, OR CONFIGURATION. PRODUCTS LISTED IN ONLINE CATALOGS ARE NOT GUARANTEED TO BE AVAILABLE AT THE TIME OF YOUR ORDER.

#### 11. Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL OPERATOR OR ITS AFFILIATES, SERVICE PROVIDERS, BUSINESS PARTNERS, VENDORS, OR SUPPLIERS BE LIABLE FOR ANY CLAIM BY ANY PARTY OTHER THAN OPERATOR FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ANY SITE OR ANY CONTENT CONTAINED ON ANY SITE, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 11 AND SECTION 10 ABOVE SHALL ALSO APPLY TO PROTECT THE PARENTS AND SUBSIDIARIES OF OPERATOR AND ITS AFFILIATES, SERVICE PROVIDERS, BUSINESS PARTNERS, VENDORS, AND SUPPLIERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM, WHO ARE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT FOR THIS PURPOSE, AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### 12. General

(a) **International.** Your access to any Site from territories where its contents may be illegal is prohibited.

(b) **Compliance with Export Control Laws.** All transactions and other activity on any Site shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations and any amendments thereof of the U.S.A. and user's country. User hereby agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of technical information (including but not limited to technical data and software) made available on or through any Site, or the direct product thereof, other than as permitted by applicable export control laws and regulations. Additional export restrictions, including those relating to nuclear technical data, information, software, assistance and services, may also apply, as stated in the Terms of Use or Supplemental Terms of Use for a particular Site or any applicable agreement. All obligations in this paragraph survive any termination of site access, and discharge of any other contract obligations.

(c) **Applicable Law.** These Terms shall be governed by and construed in accordance with the laws of the State of New York, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of New York for any disputes arising from or related to any Site or these Terms. You also agree that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on this Site.

(d) **English Language.** The parties agree that there shall be no requirement to translate any of the Sites, or any portion thereof or content thereon, into any other language than the one in which they appear, and that all



contractual and transactional communications shall be in the English language, and that there shall be no requirement to translate any communication into any other language.

(e) **Enforceability.** These Terms are not intended to alter the terms or conditions of any other agreement you may have with Operator or its Service Providers, Affiliates or Business Partners to the extent that those agreements govern issues other than your use of any of these Sites, nor any agreements that they may have with one another. Should any provision in these Terms be found invalid or unenforceable for any reason, that provision shall be deemed severable from the Terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms or your use of the Site must be filed within one year after it arose or be permanently barred.



## ANNEX 2 – PRIVACY POLICY

PLEASE READ THIS PRIVACY POLICY ("PRIVACY POLICY" OR "POLICY") CAREFULLY BEFORE USING THE WEBSITE YOU WILL ACCESS IN ORDER TO SUBMIT A QUOTATION THROUGH THE E-RFQ TOOL. BY USING ONE OR MORE OF THESE SITES, YOU AGREE TO BE BOUND BY THIS POLICY, AS SUPPLEMENTED OR MODIFIED BY ANY "SUPPLEMENTAL PRIVACY POLICY" OR SITE-SPECIFIC PRIVACY TERMS THAT ARE POSTED ON THE WEBSITE OR ARE SPECIFICALLY AGREED TO IN A SEPARATE DOCUMENT BY THE SITE OPERATOR

1. **Parties.** General Electric International, Inc. ("Operator" or "GEI"), is the commercial operator of these Sites, although software, hosting and other functions and content may be provided by Operator's service providers ("Service Providers"), other companies affiliated with Operator ("Affiliates"), or merely in a business relationship with Operator ("Business Partners"). Operator's Service Providers, Affiliates and Business Partners are intended third-party beneficiaries of this Privacy Policy. These Sites are not directed to or intended for individuals under 18 years of age. This Privacy Policy describes the type of information Operator and its Affiliates, Business Partners and Service Providers collect from visitors to these Sites, what we do with that information, and how visitors can update and control the use of information provided on these Sites. This Policy does not necessarily describe information collection policies on other sites, such as separate sites operated by our Business Partners that we do not control. If you do not agree to abide by this Privacy Policy or any future terms, please do not use these Sites or submit your information through them.

2. **Changes in Terms.** Operator may change this Policy from time to time, with notice given to those completing a registration process ("Registered Users"). Your continued use of one or more of the Sites or submission of information through them after any changes constitutes your acceptance of the changes. If you do not agree to abide by these or any future provisions of the Policy, do not use the Sites and do not submit information through them.

### 3. What Type of Information Do We Collect?

(a) When you first visit one of our Sites we may ask that you register and provide us with information about you and your company including your name, company name, address, telephone and fax numbers, e-mail address, and other identity and contact information.

(b) If you use our services, request quotes for products through our Sites or otherwise make use of the Sites, we may ask you to provide further information, including but not limited to technical specifications, financial information, and other business-related information. When you visit our Sites, we may collect certain routing information such as the Internet Protocol address of your originating Internet Service Provider, and information provided by "cookies" stored on your hard drive. Cookies are small data files containing a unique identifier so that we can recognize you each time you return to our Sites, and which keep track of the pages you view on websites and which services you use. This information allows us to provide more tailored and user-friendly services.

(c) We also may collect aggregate information about the use of our Sites, including which pages are most frequently visited, how many visitors we receive daily, and how long visitors stay on each page.

### 4. How Do We Use the Information We Collect?

(a) The information we collect from and about you and your company may be used in the following ways, among others: to fulfill orders and requests; to provide quote information in response to requests; to process, execute and monitor orders; to notify you and third parties of the status of orders; to prepare drawings, product configurations or productions; to provide you with information about offers or products we believe you will find useful; or to notify you of updated information, changes to the Sites, or new products and services that we think might be beneficial to you or your business. We also may combine information you have



provided to us in communications offline with the information you have given us online, to, among other things, provide a more customized experience for visits to the Sites.

(b) We may use demographic and Site usage information collected from visitors to, among other purposes, improve the usefulness of our Sites and to prepare aggregate, non-identifying information used in marketing, advertising, or similar activities. From time to time, some information may be purged from our systems in our sole discretion.

#### 5. With Whom Do We Share Information?

(a) We may provide the information we collect about you and your company, including your e-mail address or other identifying information, to our Affiliates and to third parties, including manufacturers, suppliers or others involved in the distribution chain to provide the products or services that have been requested. We may provide aggregate statistics about visitors, Site transactions or other Site activity.

(b) We may disclose information about you or your company if we have a good faith belief that we are required to do so by law or legal process; to respond to claims; or to protect the rights, property or safety of Operator or others.

#### 6. How Is Access To Your Information Controlled?

(a) Access to information stored on our systems, including order forms or requests for quotes submitted through the Sites, and billing information and account status information accessible through the Sites, is controlled by firewalls and other security measures.

(b) Please keep in mind that the information disclosed by you in areas of the Sites that are accessible to other users -- for example, information you may provide to others on bulletin boards or in chat rooms that may be available on the Sites -- can be collected and used by visitors to the Sites.

#### 7. Waiver of Additional Rights.

(a) You agree as a condition of using these Sites that we may collect, use and disclose your personal data as described in this Privacy Policy, or any amendments hereto. You further acknowledge and agree that we may transfer and store your personal data across