

TO ALL PURCHASERS OF MARINE HOSE

Notice of Settlement by Parker ITR of claims in respect of the Marine Hose Cartel

What is the settlement about?

Parker ITR S.r.l. ("Parker ITR") has made a global offer to settle claims arising from the marine hose cartel ("the Cartel") to all purchasers of marine hose¹ on the basis of settlement terms.

Who does it apply to?

The offer to settle applies not only to all purchasers of marine hose from Parker ITR ("Parker ITR Purchaser(s)") but also to all other purchasers of marine hose ("Other Purchaser(s)") from: (i) the cartellists other than Parker ITR in the Cartel – namely Bridgestone, Trelleborg, Dunlop, Manuli and Yokohama (collectively the "Co-Cartellists"); or (ii) companies that operated the Parker ITR marine oil and gas business prior to 31 January 2002. However, the settlement terms differ depending on whether purchases were from Parker ITR.

What are the settlement terms?

To effect the settlement, Parker ITR has made available a fund, paid into an interest-bearing Euro escrow account at Citibank in London, representing 16% of specified sales of marine hose from 31 January 2002 to 2 May 2007 ("the Settlement Period") ("the Fund").

In return for giving up rights to litigate against Parker ITR and its affiliates, including Parker ITR's ultimate parent company Parker Hannifin, Parker ITR Purchasers can claim against the Fund. An independent expert assisted by an independent economist will determine how much of the Fund goes to each claimant but there is a presumption that direct Parker ITR Purchasers will be entitled to 16% of purchases during the Settlement Period unless they passed on the loss.

Parker ITR has agreed to pay certain legal fees and the costs of notice and administration in addition to the settlement amount.

¹ This settlement is limited in two respects. First, it does not include purchases of marine hose in US commerce. Second, there are a small number of potential purchasers who are excluded from participating in the settlement, including Co-Cartellists and any of their respective parents, employees, subsidiaries, or affiliates. **All** statements regarding who may participate in the settlement and the settlement amount are subject to these limitations.

In addition to agreeing to make available financial compensation to Parker ITR Purchasers, as part of the settlement, and in return for giving up rights to litigate against Parker ITR and its affiliates including Parker ITR's ultimate parent company Parker Hannifin, Parker ITR also agrees to provide to both Parker ITR Purchasers and Other Purchasers;

- (a) co-operation in the form of production of witnesses, interviews, depositions and documents in relation to proceedings against other cartellists; and
- (b) a guarantee against payment of adverse costs in civil damages proceedings against those other cartellists.

Claimants have until 17 February 2014 to submit the required documentation BUT are strongly encouraged to claim as soon as possible so that their claims can be processed expeditiously.

Nothing in this notice constitutes an admission by Parker ITR or may be used as evidence of Parker ITR's conduct having caused any harm to purchasers.

The claims are being administered by an independent claims administrator, FRA.

For more information and to claim

Those who are interested in making a claim should contact either the claims administrator or the Hausfeld law firm (who negotiated this settlement) for further information:-

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Please also visit the marine hose claims website:
www.marinehoseclaims.com

