

**TENDER FORM FOR MANDATORY TENDER OFFER**  
pursuant to articles 102 and 106, paragraph 1, of legislative decree no. 58 of 24 February 1998, as amended,  
launched by **Whirlpool Italia Holdings S.r.l.** (the "**Offeror**")  
**FOR 34,244,635 ORDINARY SHARES of INDESIT COMPANY S.p.A.** (the "**Offer**")

To the Responsible Intermediary \_\_\_\_\_

I, the undersigned \_\_\_\_\_ Tax code/VAT number \_\_\_\_\_  
(name or corporate name)

Born in \_\_\_\_\_ on \_\_\_\_\_ Citizenship/Nationality \_\_\_\_\_

Resident in/with registered office at \_\_\_\_\_ Address \_\_\_\_\_ No. \_\_\_\_\_ postal code: \_\_\_\_\_

Owner of No. \_\_\_\_\_ ordinary shares of Indesit Company S.p.A. ("**Indesit**" or the "**Issuer**") with a par value of EUR 0.90 each, regular dividend (the "**Shares**"), freely transferable, and I hereby represent that they are legitimately and fully in my property and at my disposal as well as free of liens and encumbrances, whether *in rem*, obligatory or personal.

**REPRESENT** to be aware of all the terms and conditions of the Offer as set out in the offer document relating to the Offer (the "**Offer Document**") and available to the public at the Issuer's registered office at Viale Aristide Merloni 47, 60044 Fabriano (Ancona), the Offeror's registered office at Viale Guido Borghi 27, 21025 Comerio (Varese), the offices of the Intermediary Responsible for Coordinating the Collection of Tenders, the Responsible Intermediaries and the websites of the Global Information Agent for the Offer (<http://sodali-transactions.com>) and the Issuer ([www.indesitcompany.com](http://www.indesitcompany.com)).

**ACCEPT** irrevocably the Offer for No. \_\_\_\_\_ Shares that:  
 are already deposited in the securities account at your bank No. \_\_\_\_\_ under the name of \_\_\_\_\_;  
 will be transferred in the above-mentioned account following settlement by stock exchange;  
 are being deposited with you simultaneously with the signing of this Tender Form;  
 will be timely transferred to you/deposited at your bank in compliance with the engagement expressly accepted at the end of this Tender Form by the Depository Intermediary of the Shares indicated above.

**AUTHORISE** the inclusion of the Shares indicated above in a temporary account at your bank set up solely for the purposes of this Offer.

**AGREE** henceforth with the transfer of the Shares in the aforesaid temporary account, granting an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror against the payment of the Consideration at the Payment Date or at the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein.

**REPRESENT** to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Tender Form following the checks and controls performed after the delivery of the Shares.

**ACKNOWLEDGE** (i) that pursuant to the Offer Document (Section F, Paragraphs F.5 and F.6), the Consideration will be paid, subject to potential extensions or changes of the Offer disclosed in the manners and with the terms pursuant to applicable law, in cash, on the fifth Stock Exchange Opening Day following the end of the Tender Period indicated in the Offer Document (i.e. on 28 November 2014) or on the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein. This payment is subject to the simultaneous transfer of the Shares to the Offeror;  
(ii) that my tendering in the Offer is irrevocable, except in case of competing offers, pursuant to applicable laws and regulations;  
(iii) that the Offer, being a mandatory tender offer, is not subject to any condition;  
(iv) that the consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "**Consideration**");  
(v) that the Consideration is intended to be net of stamp duty, to the extent due, and of fees, commissions and expenses that will be borne by the Offeror, while the substitute tax on capital gains, if due, shall be borne by shareholders tendering in the Offer and no interests will be paid from the date of tender in the Offer to the Payment Date (or, if applicable, the Payment Date Following the Re-opening of the Tender Period);  
(vi) that the shareholders bear the entire risk of the Depository Intermediaries' failing to deliver the Tender Forms and failing to deposit the Shares with the Responsible Intermediary for the Collection of Tenders by the last valid day of the Tender Period or by the possible Re-opening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration to the parties entitled thereto or delay such transfer.

**AUTHORISE** the Responsible Intermediary to settle, directly or indirectly the payment:  
 on the bank account No. \_\_\_\_\_ under the name of \_\_\_\_\_ at \_\_\_\_\_  
IBAN \_\_\_\_\_  
 by means of a non-transferable check in the name of \_\_\_\_\_  
of EUR \_\_\_\_\_ as total Consideration for the sale of the tendered Shares to be made to \_\_\_\_\_

**REPRESENT** a) to be aware that the Offer is directed, on a non-discriminatory basis and on equal terms, to all holders of the Shares and is being launched in Italy and in the United States of America (pursuant to Section 14(e) of, and Regulation 14E under, the U.S. Securities Exchange Act of 1934, subject to the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934, as amended; for further information, please see Section A, Paragraph A.13 and Section F, Paragraph F.4 of the Offer Document) and the Offer was not and will not be launched nor disclosed in any other country where such Offer is not permitted in the absence of authorization from the competent authorities or other requirements to be fulfilled by the Offeror (collectively, the "**Other Countries**");  
b) not to have received or sent or transmitted in any manner, or otherwise distributed, directly or indirectly, copies or originals of this Tender Form, of the Offer Document and/or of any other document connected with the Offer from or in the Other Countries, and not to have otherwise used, in connection to the Offer, directly or indirectly, national or international instruments of communication or commerce (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and internet) or any structure of any of the Other Countries' financial intermediaries; and  
c) to be outside of the Other Countries at the time of delivery of the executed Tender Form.

*Pursuant to and for the purposes of Article 13 of legislative decree No. 196 of 30 June 2003, ("Code of personal data protection", hereinafter only the "**Privacy Code**") is hereby stated that the personal data provided at the time of execution of this Acceptance Form will be treated, including through the use of information and computer systems, solely for purposes directly connected with the Offer. With regard to the aforementioned treatment, the relevant person may exercise the rights set forth by Article 7 of the Privacy Code. The personal data will be treated by the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror, the Depository Intermediaries in their role as separate and independent data controllers, for the purposes connected with and instrumental to each of their roles in the transaction, as well as by companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction, to which the personal data may be communicated and whose precise identity may be asked directly to the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror and the Depository Intermediaries. The identity of the relevant data controller at such third party companies may also be asked directly to the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror and the Depository Intermediaries.)*

(place) \_\_\_\_\_, (date) \_\_\_\_\_

The tendering shareholder (or his/her representative)

Responsible Intermediary

(Signature)

(Stamp and signature)

The Depository Intermediary receiving this Tender Form represents, at the time of presentation of this form by the tendering shareholder, on its own responsibility:

- a) to be the depository of the abovementioned Shares;  
b) to perform the formalities necessary for the transfer of the Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the end of the Tender Period.

Depository Intermediary

(Stamp and signature)

## Legislative Decree No. 196 of 30 June 2003

*(omissis...)*

### **Section 7 - Right to Access Personal Data and Other Rights**

1. A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form.
2. A data subject shall have the right to be informed
  - a) of the source of the personal data;
  - b) of the purposes and methods of the processing;
  - d) of the logic applied to the processing, if the latter is carried out with the help of electronic means;
  - e) of the identification data concerning data controller, data processors and the representative designated as per Section 5(2);
  - f) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.
3. A data subject shall have the right to obtain
  - a) updating, rectification or, where interested therein, integration of the data;
  - b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed;
  - c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
4. A data subject shall have the right to object, in whole or in part,
  - a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;
  - b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

*(omissis...)*

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pursuant to articles 102 and 106, paragraph 1, of legislative decree no. 58 of 24 February 1998, as amended,  
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**AUTHORISE** the inclusion of the Shares indicated above in a temporary account at your bank set up solely for the purposes of this Offer.

**AGREE** henceforth with the transfer of the Shares in the aforesaid temporary account, granting an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror against the payment of the Consideration at the Payment Date or at the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein.

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(v) that the Consideration is intended to be net of stamp duty, to the extent due, and of fees, commissions and expenses that will be borne by the Offeror, while the substitute tax on capital gains, if due, shall be borne by shareholders tendering in the Offer and no interests will be paid from the date of tender in the Offer to the Payment Date (or, if applicable, the Payment Date Following the Re-opening of the Tender Period);  
(vi) that the shareholders bear the entire risk of the Depository Intermediaries' failing to deliver the Tender Forms and failing to deposit the Shares with the Responsible Intermediary for the Collection of Tenders by the last valid day of the Tender Period or by the possible Re-opening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration to the parties entitled thereto or delay such transfer.

**AUTHORISE** the Responsible Intermediary to settle, directly or indirectly the payment:  
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**REPRESENT** a) to be aware that the Offer is directed, on a non-discriminatory basis and on equal terms, to all holders of the Shares and is being launched in Italy and in the United States of America (pursuant to Section 14(e) of, and Regulation 14E under, the U.S. Securities Exchange Act of 1934, subject to the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934, as amended; for further information, please see Section A, Paragraph A.13 and Section F, Paragraph F.4 of the Offer Document) and the Offer was not and will not be launched nor disclosed in any other country where such Offer is not permitted in the absence of authorization from the competent authorities or other requirements to be fulfilled by the Offeror (collectively, the "**Other Countries**");  
b) not to have received or sent or transmitted in any manner, or otherwise distributed, directly or indirectly, copies or originals of this Tender Form, of the Offer Document and/or of any other document connected with the Offer from or in the Other Countries, and not to have otherwise used, in connection to the Offer, directly or indirectly, national or international instruments of communication or commerce (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and internet) or any structure of any of the Other Countries' financial intermediaries; and  
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(place) \_\_\_\_\_, (date) \_\_\_\_\_

The tendering shareholder (or his/her representative)

Responsible Intermediary

(Signature)

(Stamp and signature)

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Depository Intermediary

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## Legislative Decree No. 196 of 30 June 2003

*(omissis...)*

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2. A data subject shall have the right to be informed
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  - d) of the logic applied to the processing, if the latter is carried out with the help of electronic means;
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*(omissis...)*

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The tendering shareholder (or his/her representative)

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(Signature)

(Stamp and signature)

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Depository Intermediary

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*(omissis...)*

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Born in \_\_\_\_\_ on \_\_\_\_\_ Citizenship/Nationality \_\_\_\_\_

Resident in/with registered office at \_\_\_\_\_ Address \_\_\_\_\_ No. \_\_\_\_\_ postal code: \_\_\_\_\_

Owner of No. \_\_\_\_\_ ordinary shares of Indesit Company S.p.A. ("**Indesit**" or the "**Issuer**") with a par value of EUR 0.90 each, regular dividend (the "**Shares**"), freely transferable, and I hereby represent that they are legitimately and fully in my property and at my disposal as well as free of liens and encumbrances, whether *in rem*, obligatory or personal.

**REPRESENT** to be aware of all the terms and conditions of the Offer as set out in the offer document relating to the Offer (the "**Offer Document**") and available to the public at the Issuer's registered office at Viale Aristide Merloni 47, 60044 Fabriano (Ancona), the Offeror's registered office at Viale Guido Borghi 27, 21025 Comerio (Varese), the offices of the Intermediary Responsible for Coordinating the Collection of Tenders, the Responsible Intermediaries and the websites of the Global Information Agent for the Offer (<http://sodali-transactions.com>) and the Issuer ([www.indesitcompany.com](http://www.indesitcompany.com)).

**ACCEPT** irrevocably the Offer for No. \_\_\_\_\_ Shares that:  
 are already deposited in the securities account at your bank No. \_\_\_\_\_ under the name of \_\_\_\_\_;  
 will be transferred in the above-mentioned account following settlement by stock exchange;  
 are being deposited with you simultaneously with the signing of this Tender Form;  
 will be timely transferred to you/deposited at your bank in compliance with the engagement expressly accepted at the end of this Tender Form by the Depository Intermediary of the Shares indicated above.

**AUTHORISE** the inclusion of the Shares indicated above in a temporary account at your bank set up solely for the purposes of this Offer.

**AGREE** henceforth with the transfer of the Shares in the aforesaid temporary account, granting an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror against the payment of the Consideration at the Payment Date or at the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein.

**REPRESENT** to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Tender Form following the checks and controls performed after the delivery of the Shares.

**ACKNOWLEDGE** (i) that pursuant to the Offer Document (Section F, Paragraphs F.5 and F.6), the Consideration will be paid, subject to potential extensions or changes of the Offer disclosed in the manners and with the terms pursuant to applicable law, in cash, on the fifth Stock Exchange Opening Day following the end of the Tender Period indicated in the Offer Document (i.e. on 28 November 2014) or on the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein. This payment is subject to the simultaneous transfer of the Shares to the Offeror;  
(ii) that my tendering in the Offer is irrevocable, except in case of competing offers, pursuant to applicable laws and regulations;  
(iii) that the Offer, being a mandatory tender offer, is not subject to any condition;  
(iv) that the consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "**Consideration**");  
(v) that the Consideration is intended to be net of stamp duty, to the extent due, and of fees, commissions and expenses that will be borne by the Offeror, while the substitute tax on capital gains, if due, shall be borne by shareholders tendering in the Offer and no interests will be paid from the date of tender in the Offer to the Payment Date (or, if applicable, the Payment Date Following the Re-opening of the Tender Period);  
(vi) that the shareholders bear the entire risk of the Depository Intermediaries' failing to deliver the Tender Forms and failing to deposit the Shares with the Responsible Intermediary for the Collection of Tenders by the last valid day of the Tender Period or by the possible Re-opening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration to the parties entitled thereto or delay such transfer.

**AUTHORISE** the Responsible Intermediary to settle, directly or indirectly the payment:  
 on the bank account No. \_\_\_\_\_ under the name of \_\_\_\_\_ at \_\_\_\_\_  
IBAN \_\_\_\_\_  
 by means of a non-transferable check in the name of \_\_\_\_\_  
of EUR \_\_\_\_\_ as total Consideration for the sale of the tendered Shares to be made to \_\_\_\_\_

**REPRESENT** a) to be aware that the Offer is directed, on a non-discriminatory basis and on equal terms, to all holders of the Shares and is being launched in Italy and in the United States of America (pursuant to Section 14(e) of, and Regulation 14E under, the U.S. Securities Exchange Act of 1934, subject to the exemptions provided by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934, as amended; for further information, please see Section A, Paragraph A.13 and Section F, Paragraph F.4 of the Offer Document) and the Offer was not and will not be launched nor disclosed in any other country where such Offer is not permitted in the absence of authorization from the competent authorities or other requirements to be fulfilled by the Offeror (collectively, the "**Other Countries**");  
b) not to have received or sent or transmitted in any manner, or otherwise distributed, directly or indirectly, copies or originals of this Tender Form, of the Offer Document and/or of any other document connected with the Offer from or in the Other Countries, and not to have otherwise used, in connection to the Offer, directly or indirectly, national or international instruments of communication or commerce (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and internet) or any structure of any of the Other Countries' financial intermediaries; and  
c) to be outside of the Other Countries at the time of delivery of the executed Tender Form.

*Pursuant to and for the purposes of Article 13 of legislative decree No. 196 of 30 June 2003, ("Code of personal data protection", hereinafter only the "Privacy Code") is hereby stated that the personal data provided at the time of execution of this Acceptance Form will be treated, including through the use of information and computer systems, solely for purposes directly connected with the Offer. With regard to the aforementioned treatment, the relevant person may exercise the rights set forth by Article 7 of the Privacy Code. The personal data will be treated by the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror, the Depository Intermediaries in their role as separate and independent data controllers, for the purposes connected with and instrumental to each of their roles in the transaction, as well as by companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction, to which the personal data may be communicated and whose precise identity may be asked directly to the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror and the Depository Intermediaries. The identity of the relevant data controller at such third party companies may also be asked directly to the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror and the Depository Intermediaries.)*

(place) \_\_\_\_\_, (date) \_\_\_\_\_

The tendering shareholder (or his/her representative)

Responsible Intermediary

(Signature)

(Stamp and signature)

The Depository Intermediary receiving this Tender Form represents, at the time of presentation of this form by the tendering shareholder, on its own responsibility:

- a) to be the depository of the abovementioned Shares;  
b) to perform the formalities necessary for the transfer of the Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the end of the Tender Period.

Depository Intermediary

(Stamp and signature)

## Legislative Decree No. 196 of 30 June 2003

*(omissis...)*

### **Section 7 - Right to Access Personal Data and Other Rights**

1. A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form.
2. A data subject shall have the right to be informed
  - a) of the source of the personal data;
  - b) of the purposes and methods of the processing;
  - d) of the logic applied to the processing, if the latter is carried out with the help of electronic means;
  - e) of the identification data concerning data controller, data processors and the representative designated as per Section 5(2);
  - f) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.
3. A data subject shall have the right to obtain
  - a) updating, rectification or, where interested therein, integration of the data;
  - b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed;
  - c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
4. A data subject shall have the right to object, in whole or in part,
  - a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;
  - b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

*(omissis...)*