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 Respons	Ible Intermediary				
I, the undersigned		Tax code/V	AT number		
,	(name or corporate name	e)			
Born in	on	Citizenship/Natio	onality		
Posidont in/with	registered office at	Address	No	nostal codo:	
Resident III/ with		Address	NO		
	(the " Shares "), freely transferable, and I her umbrances, whether <i>in rem</i> , obligatory or pe		"Indesit" or the "Issuer") with a ely and fully in my property and	par value of EUR 0.90 each at my disposal as well as free	
REPRESENT	to be aware of all the terms and condition available to the public at the Issuer's regist Viale Guido Borghi 27, 21025 Comerio (Va Responsible Intermediaries and the websi (www.indesitcompany.com).	tered office at Viale Aristide Merloni 4 arese), the offices of the Intermediary ites of the Global Information Agent	47, 60044 Fabriano (Ancona), the Responsible for Coordinating t for the Offer (<u>http://sodali-tran</u>	e Offeror's registered office a he Collection of Tenders, the	
ACCEPT	irrevocably the Offer for No.				
	\Box are already deposited in the securities a	account at your bank No	under the name of		
	\Box will be transferred in the above-mentioned ac	count following settlement by stock exch	ange;		
	\Box are being deposited with you simultaneously	with the signing of this Tender Form;			
	will be timely transferred to you/deposited a Depositary Intermediary of the Shares indicated		agement expressly accepted at the	end of this Tender Form by the	
AUTHORISE	the inclusion of the Shares indicated above	in a temporary account at your bank	set up solely for the purposes of	of this Offer.	
AGREE	henceforth with the transfer of the Shares in the aforesaid temporary account, granting an irrevocable mandate to perform directly or indi in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror at the payment of the Consideration at the Payment Date or at the Payment Date Following the Re-opening of the Tender Period as defined Offer Document and specified therein.				
REPRESENT	to accept henceforth the cancellation of the tr checks and controls performed after the deliv		are found in the data contained in	n this Tender Form following the	
ACKNOWLEDGE	 (i) that pursuant to the Offer Document (S changes of the Offer disclosed in the m. Day following the end of the Tender Per the Re-opening of the Tender Period as transfer of the Shares to the Offeror; (ii) that my tendering in the Offer is irrevoci. (iii) that the Offer, being a mandatory tende (iv) that the consideration to be paid in cas (v) that the Consideration to be paid in cas (v) that the consideration is intended to be i Offeror, while the substitute tax on capita the date of tender in the Offer to the Pay (vi) that the shareholders bear the entire ri Shares with the Responsible Intermedia opening of the Tender Period and the Consideration to the parties entitled the 	anners and with the terms pursuant to riod indicated in the Offer Document is defined in the Offer Document and able, except in case of competing off r offer, is not subject to any condition h for each tendered Shares will be ec- net of stamp duty, to the extent due, a al gains, if due, shall be borne by share rment Date (or, if applicable, the Paym sk of the Depositary Intermediaries' any for the Collection of Tenders by t e risk that the Responsible Interme	o applicable law, in cash, on the (<i>i.e.</i> on 28 November 2014) or or specified therein. This payment i fers, pursuant to applicable laws ; qual to EUR 11 (the " Considerat nd of fees, commissions and exp eholders tendering in the Offer an- ient Date Following the Re-openir failing to deliver the Tender For the last valid day of the Tender I	fifth Stock Exchange Opening the Payment Date Following s subject to the simultaneous and regulations; ion"); enses that will be borne by the d no interests will be paid from g of the Tender Period); ms and failing to deposit the Period or by the possible Re	
AUTHORISE	the Responsible Intermediary to settle, dire				
	on the bank account No.	_ under the name of	at		
	IBAN				
	□ by means of a non-transferable check in the				
DEDDEOENT	of EUR as total Co				
REPRESENT	 a) to be aware that the Offer is directed, or in Italy and in the United States of Ame 1934, subject to the exemptions provi information, please see Section A, Para be launched nor disclosed in any othe authorities or other requirements to be i b) not to have received or sent or transmit Form, of the Offer Document and/or o otherwise used, in connection to the of (including, by way of illustration, the pos financial intermediaries; and c) to be outside of the Other Countries at 	erica (pursuant to Section 14(e) of, ar ded by Rule 14d-1(c) under the U.S (graph A.13 and Section F, Paragraph r country where such Offer is not pr fulfilled by the Offeror (collectively, the tted in any manner, or otherwise dist f any other document connected wi Offer, directly or indirectly, national stal network, fax, telex, e-mail, telepho the time of delivery of the executed 1	nd Regulation 14E under, the U.S. S. Securities Exchange Act of 1 F.4 of the Offer Document) and ermitted in the absence of auth e "Other Countries"); ributed, directly or indirectly, cop th the Offer from or in the Othe or international instruments of one and internet) or any structure Fender Form.	5. Securities Exchange Act o 934, as amended; for furthe the Offer was not and will no orization from the competen bies or originals of this Tende r Countries, and not to have communication or commerce of any of the Other Countries	
Pursuant to and for	r the purposes of Article 13 of legislative decree No. provided at the time of execution of this Acceptance	196 of 30 June 2003, ("Code of personal da e Form will be treated, including through th	ata protection", hereinafter only the "Page use of information and computer su	rivacy Code") is hereby stated that stems, solely for purposes directly	

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 Depositary 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 Intermediaries, the Intermediaries, the Intermediaries, the Offeror and the Depositary Intermediaries. The identity of the relevant data controllers 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 Depositary Intermediaries. The Offeror and the Depositary 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 Depositary Intermediaries and the Depositary Intermediaries.

(place) _

The tendering shareholder (or his/her representative)

_, (date) _

Responsible Intermediary

(Signature)

(Stamp and signature)

The Depositary 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 depositary 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.

Depositary Intermediary

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.
 - A data subject shall have the right to be informed
 - a) of the source of the personal data;

2.

- 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.

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.I. (the "Offeror")

FOR 34,244,635 ORDINARY SHARES of INDESIT COMPANY S.p.A. (the "Offer")

	ible Intermediary				
I, the undersigned		Tax cod	e/VAT number		
.,	(name or corporate name	3)			
	on				
Resident in/with	registered office at	Address	No	nostal code:	
			110		
	(the " Shares "), freely transferable, and I her umbrances, whether <i>in rem</i> , obligatory or pe	eby represent that they are legitin	A. (" Indesit " or the " Issuer ") with a nately and fully in my property and	par value of EUR 0.90 each, at my disposal as well as free	
REPRESENT	to be aware of all the terms and condition available to the public at the Issuer's regist Viale Guido Borghi 27, 21025 Comerio (Va Responsible Intermediaries and the websi (www.indesitcompany.com).	ered office at Viale Aristide Merlo rese), the offices of the Intermed tes of the Global Information Ag	ni 47, 60044 Fabriano (Ancona), the liary Responsible for Coordinating t jent for the Offer (<u>http://sodali-tran</u>	e Offeror's registered office at he Collection of Tenders, the	
ACCEPT	irrevocably the Offer for No.		Shares that:		
	are already deposited in the securities a	account at your bank No	under the name of		
	will be transferred in the above-mentioned ac	count following settlement by stock e	xchange;		
	\Box are being deposited with you simultaneously	with the signing of this Tender Form;			
	will be timely transferred to you/deposited a Depositary Intermediary of the Shares indicat	t your bank in compliance with the ead above.	engagement expressly accepted at the	end of this Tender Form by the	
AUTHORISE	the inclusion of the Shares indicated above	in a temporary account at your b	ank set up solely for the purposes of	of this Offer.	
AGREE	henceforth with the transfer of the Shares in the aforesaid temporary account, granting an irrevocable mandate to perform directly or indirectl in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror agains 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 th Offer Document and specified therein.				
REPRESENT	to accept henceforth the cancellation of the tr checks and controls performed after the deliv		ities are found in the data contained in	n this Tender Form following the	
ACKNOWLEDGE	 changes of the Offer disclosed in the ma Day following the end of the Tender Per the Re-opening of the Tender Period as transfer of the Shares to the Offeror; (ii) that my tendering in the Offer is irrevoca (iii) that the Offer, being a mandatory tended (iv) that the Consideration to be paid in casl (v) that the Consideration to be paid in casl (v) that the Consideration is intended to be r Offeror, while the substitute tax on capita the date of tender in the Offer to the Pay (vi) that the shareholders bear the entire ri Shares with the Responsible Intermedia opening of the Tender Period and the Consideration to the parties entitled the 	anners and with the terms pursuar iod indicated in the Offer Docume defined in the Offer Document at able, except in case of competing r offer, is not subject to any condi h for each tendered Shares will be net of stamp duty, to the extent dur al gains, if due, shall be borne by sl ment Date (or, if applicable, the Pa sk of the Depositary Intermediari ary for the Collection of Tenders I e risk that the Responsible Inter reto or delay such transfer.	nt to applicable law, in cash, on the ent (<i>i.e.</i> on 28 November 2014) or or nd specified therein. This payment i offers, pursuant to applicable laws tion; e equal to EUR 11 (the " Considerat e, and of fees, commissions and exp hareholders tendering in the Offer an ayment Date Following the Re-openi es' failing to deliver the Tender For by the last valid day of the Tender For	fifth Stock Exchange Opening in the Payment Date Following s subject to the simultaneous and regulations; ion"); enses that will be borne by the d no interests will be paid from ng of the Tender Period); ms and failing to deposit the Period or by the possible Re-	
AUTHORISE	the Responsible Intermediary to settle, direct				
	On the bank account No.	under the name of	at		
	IBAN				
	□ by means of a non-transferable check in the				
	of EURas total Cor				
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 thay 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, 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 Offero (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 mor in the Other Countries, and not to have otherwise used, in connection to the Offer, farectly or indirectly, national 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; c) to be outside of the Other Countries at the time of delivery of the executed Tender Form. 				
Pursuant to and for	r the purposes of Article 13 of legislative decree No.	196 of 30 June 2003, ("Code of persona			

Pursuant to an low the purposes of numbers of negistative decree no. Test of southie 2006 (1) personal data protection, hereintaine only the **Finally 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 Depositary 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 of Tenders, the Offeror, the previse precise identity may be asked directly to the Responsible 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, let

(place) _

The tendering shareholder (or his/her representative)

_, (date) _

Responsible Intermediary

(Signature)

(Stamp and signature)

The Depositary 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 depositary 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.

Depositary Intermediary

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.
 - A data subject shall have the right to be informed
 - a) of the source of the personal data;

2.

- 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.

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.I. (the "Offeror")

FOR 34,244,635 ORDINARY SHARES of INDESIT COMPANY S.p.A. (the "Offer")

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 lens and encountbrances, whether in <i>rem</i> , 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 vialable to the public at the lessue's registered office at viala Aristide Merini AF, 60044 Fabriane (Ancona), the Offeror's registered office at viala vialable to the public at the lessue's registered office at viala Aristide Merini AF, 60044 Fabriane (Ancona), the Offero's registered office at viala vialable to the public at the lessue. The other intervision of the other of the Offer (the "Offer Document") and the lessue (www.indestecompan.com). ACCEPT ACCEP	to the Respons	sible intermediary				
Born in	I the undersigned	ed	Tax code/	VAT number		
Resident in/with registered office at	i, the undersigne	(name or corporate name)				
Resident in/with registered office at Address						
Owner of No.						
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 lens and encountbrances, whether in <i>rem</i> , obligatory or personal.	Resident in/with	registered office at	Address	No	postal code:	
available to the public at the issuer's registered office at Viale Aristide Merioni 47, 60044 Eprivation (Ancora), the Offeror's registered office at Viale Guido Borgi 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.indestcompany.com). ACCEPT ACC	regular dividend	d (the "Shares"), freely transferable, and I hereby re	epresent that they are legitima	(" Indesit " or the " Issuer ") with a tely and fully in my property and a	par value of EUR 0.90 each, at my disposal as well as free	
Authors: Image: a leady deposited in the securities account at your bank No	REPRESENT	available to the public at the Issuer's registered Viale Guido Borghi 27, 21025 Comerio (Varese), Responsible Intermediaries and the websites or (www.indesitcompany.com).	office at Viale Aristide Merloni the offices of the Intermediar f the Global Information Agen	47, 60044 Fabriano (Ancona), the ry Responsible for Coordinating t it for the Offer (<u>http://sodali-trans</u>	e Offeror's registered office at he Collection of Tenders, the	
Authors: Image: a leady deposited in the securities account at your bank No	ACCEPT	irrevocably the Offer for No.		Shares that:		
AUTHORISE are being deposited with you simultaneously with the signing of this Tender Form; bit 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 Depositing intermediary of the Shares inclicated above. AGREE the inclusion of the Shares inclicated above in a temporary account at your bank set up solely for the purposes of this Offer. AGREE the inclusion of the Shares inclicated above in a temporary account at your bank set up solely for the purposes of this Offer. AGREE the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror against to accept heneforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Tender Form following the of the Concenter (i.e. on 28 November 2014) or on the Payment Date Following the and or on the Shares to the Offer disclosed in the manners and with the terns pursuant to applicable law, in cash, on the fifth Stock Exchange Opening Day following the end of the Tender Period inclacted in the Offer Document (i.e. on 28 November 2014) or on the Payment Date Following the end to be paid in cash or on the fifth Stock Exchange Opening Day following the end to be paid in cash or other fillowing the end to be paid in cash or each field therein. This payment is subject to the simultaneous transfer of the Shares to the Offer or calculation in the Offer Document (i.e. on 28 November 2014) or on the Payment Date Following the end to be pay of the Shares. (i) that purposition in the Offer Document (i.e. on 28 November 2014) or on the Payment Date Following the end to the payment Date or o		are already deposited in the securities accou	nt at your bank No	under the name of	;	
 □ I be timely transfered to you/deposited at your bark in compliance with the engagement expressly accepted at the end of this Tender Form by the Depositary Intermediary of the Shares indicated above. AGREE AGREE		will be transferred in the above-mentioned account	following settlement by stock exc	change;		
Depositary intermediary of the Shares indicated above. AUTHORISE AGREE the inclusion of the Shares indicated above in a temporary account at your bank set up solely for the purposes of this Offer. Henceforth with the transfer of the Shares in the aforesaid temporary account, granting an inevocable 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 Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein. REPRESENT to accept hencelorith the cancellation of the transaction in the event that irregularities are found in the data contained in this Tender Form following the changes of 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 document and specified three Period as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the Payment Date Following the and the Offer being mandatory trender offer, is not subject to any condition; (ii) that my tendering in the Offer is irrevocable except in case of competing offers, pursuant to applicable laws and regulations; (iii) that the Consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (iv) that the substitute tax on capital gains, if due, shall be borne by therefolding in the Offer or by the offer or langent subject to any condition; (iv) that the starsholders bear the entire risk of the Depositary Intermediaries or the Depositary Intermediaries fail to transfer the Consideration to be paid in cash for each tendered Shares will be colowing the Re-opening in the Tender Period; (v) that the starsholders bear the entire risk of the Depositary Intermediaries or the D		\Box are being deposited with you simultaneously with the	ie signing of this Tender Form;			
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 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 contisp 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 as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the Payment Date Following the feator 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 consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (ii) that the consideration is interded to be not subject to any condition; (iii) that the offer to the Payment Date (<i>i</i> , if applicable, the Payment Date Following the Gorder Period, and the order payment Date (<i>i</i> , if applicable, the Payment Date Following the Gorder Period, and the order payment Date (<i>i</i> , if applicable, the Payment Date Following the Gorder Paido (<i>i</i> , if applicable, the Payment Date Following the Gorder Paido (<i>i</i> , if applicable, the Payment Date Following the Gorder Paido (<i>i</i> , if ap		Depositary Intermediary of the Shares indicated ab	bank in compliance with the energy	gagement expressly accepted at the	end of this Tender Form by the	
a in the name and on behalf of the undersigned all the necessary formalties in connection with the transfer of the Shares to the Offeror agains' the payment of the Consideration at the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document and specified therein. REPRESENT to accept 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 as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the payment Date Following the Re-opening of the Tender Period as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the payment Date Following the Re-opening of the Tender Period as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the payment Date Following the Re-opening of the Tender Period as defined in the Offer Document (<i>i.e.</i> on 28 November 2014) or on the payment Date Following the Re-opening of the Shares be and the end to the capital data (<i>i.e.</i> defined in the Consideration is subject to any condition; (ii) that the Consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (v) that the Consideration to be paid in cash for each tendered Shares will be paid from the date of tender in the Offer to the Payment Date (<i>v.i.</i> applicable), the Payment Date (<i>v.i.</i> applicable), the Payment Date (<i>v.i.</i> applicable). The Payment Date (<i>v.i.</i> aposible Payment	AUTHORISE	the inclusion of the Shares indicated above in a t	emporary account at your bar	nk set up solely for the purposes of	of this Offer.	
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 and the Offer Document (<i>i.e.</i> on 28 November 2014) or on the Payment Date Following the Re-opening of the Tender Period as defined in the Offer Document (<i>i.e.</i> 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 consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (v) that the consideration to usubtitute tax on capital gains, if due, shall be borne by shareholders tendering in the Offer or the Payment Date (or, if applicable, the Payment Date Following the Re-opening of the Tender Period); (v) that the shareholders bear the entire risk to the Despositary 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 as defined and the risk that the Responsible Intermediaries or the Depositary Intermediaries or the Depositary Intermediaries or the Depositary Intermediaries or the Depositary 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: a) to be aware that the Offer is circled, or an on-discriminatory basis and on equal terms, to all holders of the Shares and is being launched in the axende	AGREE	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				
 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 as defined in the Offer Document (<i>i.e.</i> 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 to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (v) that the consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (v) that the consideration to be paid in cash for each tendered Shares will be equal to EUR 11 (the "Consideration"); (v) that the consideration to be paid in cash for each tendered Shares will be diverted the offer or while the substitut Eax on capital gains, if due, shall be borne by shareholders tendering in the Offer or to the Payment Date Following the Re-opening of the Tender Period); (v) that the shareholders bear the entire risk of the Depositary Intermediaries' failing to deposit the Shares will be each or the tender Period or by the possible Re-opening of the Tender Period and the risk that the Responsible Intermediaries or the Depositary Intermediaries fail to transfer the Consideration to the parties entitled thereto or delay such transfer. AutHORISE the Responsible Intermediary to settle, diricectly or indirectly payment: of EUR	REPRESENT			es are found in the data contained ir	this Tender Form following the	
 on the bank account No under the name of at at BAN by means of a non-transferable check in the name of of EUR as total Consideration for the sale of the tendered Shared to be made to 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, 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 F4 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. 	ACKNOWLEDGE	 changes of the Offer disclosed in the manner: Day following the end of the Tender Period in the Re-opening of the Tender Period as defin transfer of the Shares to the Offeror; (ii) that my tendering in the Offer is irrevocable, effective the Offer, being a mandatory tender offer (iv) that the Consideration to be paid in cash for effective the consideration is intended to be net of Offeror, while the substitute tax on capital gain the date of tender in the Offer to the Payment (vi) that the shareholders bear the entire risk of Shares with the Responsible Intermediary for opening of the Tender Period and the risk 	s and with the terms pursuant i idicated in the Offer Document ed in the Offer Document and except in case of competing or r, is not subject to any conditio each tendered Shares will be e stamp duty, to the extent due, i s, if due, shall be borne by shai Date (or, if applicable, the Payr the Depositary Intermediaries r the Collection of Tenders by that the Responsible Interm	to applicable law, in cash, on the : t (i.e. on 28 November 2014) or or specified therein. This payment i flers, pursuant to applicable laws on; equal to EUR 11 (the " Considerat and of fees, commissions and exp reholders tendering in the Offer and nent Date Following the Re-openir ' failing to deliver the Tender For the last valid day of the Tender I	ifth Stock Exchange Opening the Payment Date Following s subject to the simultaneous and regulations; ion"); enses that will be borne by the no interests will be paid from ig of the Tender Period); ms and failing to deposit the Period or by the possible Re-	
 IBAN	AUTHORISE					
 by means of a non-transferable check in the name of			r the name of	at		
 as total Consideration for the sale of the tendered Shared to be made to						
 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. 						
 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 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. 						
	REPRESENT	 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 A.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' 				
	Pursuant to and for				ivacy Code") is hereby stated that	

Pursuant to an low the purposes of numbers of negistative decree no. Test of southie 2006 (1) personal data protection, hereintaine only the **Finally 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 Depositary 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 of Tenders, the Offeror, the previse precise identity may be asked directly to the Responsible 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, let

(place) _

The tendering shareholder (or his/her representative)

_, (date) _

Responsible Intermediary

(Signature)

(Stamp and signature)

The Depositary 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 depositary 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.

Depositary Intermediary

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.
 - A data subject shall have the right to be informed
 - a) of the source of the personal data;

2.

- 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.

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 Responsi	ible Intermediary					
I, the undersigne	ed	(name or corporate name)	Tax code/	VAT number		
Born in		on				
Resident in/with	registered office at		Address		No	_ postal code:
	(the "Shares"), freely tr	ordinary shares ansferable, and I hereby repr rem, obligatory or personal.	of Indesit Company S.p.A. resent that they are legitima	(" Indesit " or the " Iss ately and fully in my pr	uer ") with a p operty and at	par value of EUR 0.90 each, my disposal as well as free
REPRESENT	available to the public Viale Guido Borghi 27,		ice at Viale Aristide Merloni le offices of the Intermedia ne Global Information Ager	47, 60044 Fabriano (ry Responsible for Co nt for the Offer (<u>http:/</u>	Ancona), the ordinating the	Offeror's registered office at e Collection of Tenders, the
ACCEPT	irrevocably the Offer for					
	are already deposite	ed in the securities account	at your bank No	under the	e name of	;
		ne above-mentioned account foll				
	are being deposited wi	ith you simultaneously with the s	signing of this Tender Form:	0,		
	will be timely transferr	red to you/deposited at your ba ry of the Shares indicated above	ank in compliance with the en	gagement expressly acc	cepted at the e	nd of this Tender Form by the
AUTHORISE	the inclusion of the Sha	ares indicated above in a ten	nporary account at your bar	nk set up solely for the	e purposes of	this Offer.
AGREE	in the name and on be	nsfer of the Shares in the afo half of the undersigned all th nsideration at the Payment Da pecified therein.	e necessary formalities in c	connection with the tra	Insfer of the S	hares to the Offeror against
REPRESENT		e cancellation of the transactio rformed after the delivery of th		es are found in the data	a contained in t	this Tender Form following the
ACKNOWLEDGE	changes of the Offe Day following the e the Re-opening of transfer of the Shar (ii) that my tendering i (iii) that the Offer, being (iv) that the Considerati (v) that the Considerati Offeror, while the su the date of tender i (vi) that the sharehold Shares with the Re opening of the Te Consideration to the	n the Offer is irrevocable, exc g a mandatory tender offer, is ion to be paid in cash for eac ion is intended to be net of sta ibstitute tax on capital gains, in the Offer to the Payment Da ers bear the entire risk of the sponsible Intermediary for the nder Period and the risk the parties entitled thereto or co	nd with the terms pursuant cated in the Offer Document in the Offer Document and cept in case of competing of a not subject to any condition chatter to any condition chatter of the extent due, if due, shall be borne by sha tet (or, if applicable, the Pay pe Depositary Intermediaries the Collection of Tenders by at the Responsible Interm delay such transfer.	to applicable law, in c t (<i>i.e.</i> on 28 November d specified therein. Thi offers, pursuant to app on; equal to EUR 11 (the " and of fees, commission reholders tendering in ment Date Following th ' failing to deliver the the last valid day of	ash, on the fif r 2014) or on i s payment is licable laws a Consideratio ons and exper the Offer and the Re-opening Tender Form the Tender Pe	th Stock Exchange Opening the Payment Date Following subject to the simultaneous nd regulations; m"); ses that will be borne by the no interests will be paid from of the Tender Period); is and failing to deposit the rriod or by the possible Re-
AUTHORISE		nediary to settle, directly or in				
		No under the	ne name of	at		
	IBAN					
		insferable check in the name of				
		as total Considerati				
REPRESENT	 in Italy and in the L 1934, subject to th information, please be launched nor d authorities or other b) not to have receive Form, of the Offer otherwise used, in (including, by way of financial intermedia 		rsuant to Section 14(e) of, a Rule 14d-1(c) under the U. 13 and Section F, Paragrap y where such Offer is not by the Offeror (collectively, t ny manner, or otherwise dis her document connected v rectly or indirectly, national ork, fax, telex, e-mail, teleph	and Regulation 14E ur. S. Securities Exchan; h F4 of the Offer Doc permitted in the abse he " Other Countries " stributed, directly or in vith the Offer from or I or international instr none and internet) or a	nder, the U.S. ge Act of 193 ument) and the nce of author); directly, copie in the Other uments of co	Securities Exchange Act of 84, as amended; for further te Offer was not and will not ization from the competent es or originals of this Tender Countries, and not to have mmmunication or commerce
Durau ant to an -1 for	,	e Other Countries at the time of legislative decree No. 196 of 30	,		an anh tha fin-	and and a house he at a state of the st
Fursuarit to and for	ule purposes of Article 13 (JI legislative decree INO. 196 of 30	June 2003, Code of personal	uala protection", nereinaft	er only the "Priv	acy code) is riereby stated that

Pursuant to and for the purposes of Article 13 of legislative decree No. 196 of 30 June 2003, ("Code of personal data protection", hereinatter 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 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 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 with the treated, including through the use of the province the relevant 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 Offeror and the Depositary Intermediaries. The identity of the relevant data controllers at such third party companies may also be asked directly to the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders.).

(place) _

The tendering shareholder (or his/her representative)

_, (date) _

Responsible Intermediary

(Signature)

(Stamp and signature)

The Depositary 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 depositary 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.

Depositary Intermediary

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.
 - A data subject shall have the right to be informed
 - a) of the source of the personal data;

2.

- 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.