

(Please print and return, with date and signature of the Supplier, together with the Order Confirmation)

GENERAL CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

Clause 1 - DEFINITIONS

For the purpose of these terms and conditions, the following terms shall have the meanings indicated hereunder:

"General Conditions" shall mean these terms and conditions for the purchase of goods and/or services.

"Annexes" shall mean the documents attached to the Order, even if not materially attached.

"Clause", "Clauses" shall mean a clause or clauses of these General Conditions.

"Special Conditions" shall mean any special conditions including any terms and conditions of the Purchase Order (including the Annexes) not included in the General Conditions.

"Purchase Order" shall mean the document issued by Telespazio s.p.a. for a specific supply of goods and/or services, consisting of the Special Conditions and General Conditions (hereinafter also referred to as the "Order").

"Telespazio" means the company Telespazio s.p.a. and issuer of the Order.

"Supplier" shall mean the party to whom the order is issued.

"Works" or "Supply" shall mean the goods and/or services covered by the Order. According to the characteristics of the Works/Supply, the Order may refer to a sales, tender, supply or any other standard or non-standard contract.

"Party", "Parties" shall mean Telespazio and the Supplier, referred to individually as the "Party" and/or jointly as the "Parties".

"Incoterms" shall mean the international rules of the International Chamber of Commerce for the interpretation of supply and delivery terms, in force on the date of the Order.

"DDP" Delivery Duty Paid, is a delivery term provided by Incoterms.

"Fee" or "Price" shall mean the total amount shown by the Order and payable to the Supplier for the goods and/or services covered by the Order.

"Collaborators" shall mean anyone who works in any capacity, with the Supplier to execute the works, including third parties in general used by the Supplier to fulfil its obligations pursuant to the Order, such as its employees, consultants and collaborators, including subcontractors, and/or suppliers, and employees, consultants and collaborators thereof.

"c.c." means the Italian Civil Code.

Clause 2 - ORDERS, PRIORITY AND ACCEPTANCE OF ORDERS

The Special Conditions of the Order and the General Conditions set forth by this document are intended as an integral part of the Order.

In case of conflict between the above mentioned documents, the provisions contained in the Special Conditions shall prevail over the General Conditions. In the case of conflict, the Special Conditions indicated on the Order Form shall prevail over all and any provisions of the Annexes.

The Order is intended as accepted when the Supplier sends the order confirmation, duly dated and signed in all its parts to the following address: Telespazio S.p.A., Via Tiburtina no. 965, 00156 Rome, for the attention of the Purchasing Department. These Terms and Conditions duly signed and dated should be returned to Telespazio together with the Order Confirmation and copies of the annexes duly signed on each page, within 10 calendar days from the date of receipt of the Order by the Supplier, for acceptance of the Order. If acceptance is not sent within the above term, Telespazio shall have the right to cancel and/or revoke the Order even by e-mail, and Telespazio will not be required to accept the Supply and pay the Fee.

Any changes to the Order by the Supplier, even if indicated on the Order Confirmation, shall only valid if expressly accepted in writing by a duly authorised representative of Telespazio. The conditions of sale or terms and conditions indicated by offers, invoices, letters, faxes, e-mails, etc. of the Supplier shall not be valid unless expressly accepted by Telespazio.

Clause 3 - FEE

The Fee refers to the Supply covered by the Order at the terms and conditions, specifications and times indicated by the Order.

In fulfilling the Supply covered by the Order, Supplier expressly waives the right to any further increase and/or modifications of the Fee due to unforeseen difficulties in the execution of Works or in the event of excessively high costs caused by unforeseen circumstances (such as fluctuations in the cost of raw materials, labour or other circumstances), in that all and any risks shall be borne by the Supplier. The Supplier hereby expressly waives the right to terminate the Order as a result of supervening excessively high costs, pursuant to section 1467 of the Civil Code.

Packaging, (which should be suitable to protect goods from damage), customs and insurance costs, including all and any taxes or duties payable for any reason to private or public entities, are included in the Fee, unless otherwise agreed in writing by the Parties.

Moreover, the Fee includes all and any costs and/or expenses, including those incurred by the Supplier to ensure compliance with laws, regulations, standards, technical requirements and orders issued by the competent authorities, or to obtain any permits and authorisations that may be required for execution of the works, from regulatory bodies.

In the case of supplies to territories with a more favourable tax system, the special obligations agreed and specified from time to time by the Parties, must be complied with.

Clause 4 - LIABILITY

In accepting the Order, the Supplier agrees to indemnify and hold Telespazio, its directors, employees and/or agents harmless from any losses, liability, damages and costs (including, by way of example but not in a limiting sense, any reasonable legal fees) arising directly or indirectly from the Supply.

In particular, the Supplier agrees on its own behalf and on behalf of its Collaborators, to indemnify and hold Telespazio, its directors, employees and/or agents harmless from all and any damages to persons and/or property of Telespazio and/or third parties arising from execution of the Works pursuant to the Order or by defective products, assuming all the relevant fees, costs and expenses.

Supplier shall also indemnify and hold Telespazio, its directors, employees and/or agents harmless from all and any claims, losses, costs, damages or expenses deriving from the actual or alleged infringement of patents, licences or industrial property rights and/or intellectual property rights belonging to third parties.

Telespazio declines all and any liability with respect to third parties for obligations and/or rights assumed by the latter with the Supplier in relation to the Works covered by the Order.

The Parties reciprocally acknowledge and agree that the obligations pursuant to this Clause shall remain in force even after cancellation or termination of the Order for any cause and/or reason whatsoever.

Clause 5 - OBLIGATIONS WITH RESPECT TO STAFF

Supplier guarantees that Works will be carried out by persons duly employed and classified in job categories in accordance with applicable laws, National Collective Labour Agreements or applicable Trade Union Agreements, and in compliance with applicable safety regulations.

The Supplier represents and guarantees that it has fulfilled obligations relevant to the payment of salaries, insurance and social security contributions for its Collaborators as set forth by applicable laws and hereby undertakes to fulfil such obligations and to present, at the request of Telespazio, all and any documents to prove fulfilment of such obligations.

In order to allow its Collaborators to enter the premises of Telespazio, under the responsibility of the Supplier, and subject to the safety regulations of Telespazio, Supplier agrees to forward in advance, a complete list of the names of the persons who will have access to such premises.

If foreign staff is to enter the premises of Telespazio, Supplier must comply with the above provisions, and shall also forward to Telespazio the full details of the identity document of the same well in advance, and in any case, at least 10 days before such staff is due to enter the premises of Telespazio.

Clause 6 - WORKPLACE SAFETY OBLIGATIONS

Supplier declares to know, and shall comply with, applicable environmental and workplace health and safety laws, with particular but not exclusive reference to Legislative Decree no. 81 dated 9 April 2008 as amended. Pursuant to the provisions of Section 26 of Legislative Decree no. 81 dated 9 April 2008, as amended, Supplier:

- shall update the documents already submitted prior to the Order, pursuant to the above Legislative Decree, periodically forwarding documents having a limited validity, prior to the expiry thereof (e.g. DURC (single insurance contribution payment certificate), Certificate of Registration with the Chamber of Commerce);

- declares, under its exclusive liability, that it has received detailed information regarding the specific workplace risks and relevant prevention and emergency measures;

- agrees to ensure that the conduct of its Collaborators complies at all times with the safety plan in force at the workplace, recognising Telespazio's right to request, at its sole discretion, the replacement of any member of staff who does not comply with the Code of Conduct and Safety Regulations;

- agrees to cooperate in the implementation of the prevention and protection measures against the risk of workplace accidents when executing the Works covered by the Order;

- agrees to co-ordinate prevention and protection actions against risks to which workers may be exposed, by sharing information in order to eliminate risks caused by possible interference between different companies involved in the works;

- declares to have fulfilled the obligations provided by law in respect of insurance, social security and the safety of workers, including obligations related work and safety equipment;

- agrees to supply plants, equipment, machinery and protective devices designed and manufactured in accordance with good construction practices, complete with certificates attesting compliance with the quality and safety characteristics set forth by law and/or applicable quality seals, duly approved and tested if required, and to install them in accordance with environmental, workplace health and safety laws and the instructions of the manufacturers of the components and materials used;

- agrees to provide Telespazio with detailed and complete information and instructions in its installation, use and maintenance manuals, regarding environmental, workplace health and safety risks, associated to the presence, use and maintenance of the goods and consumables supplied;

- agrees to provide to its employees an identification card with photograph, name and surname of the employee, the name of the employer, the date of appointment, and in case of subcontracting works, the relevant authorisation.

Clause 7 - REPRESENTATIONS AND WARRANTIES

In accepting the Order, Supplier:

- declares, under its own responsibility, that it is not in a situation of temporary or permanent conflict with respect to execution of the Works covered by the Order, in accordance with applicable laws;

- ensures that performance of the Works covered by the Order is not in breach of laws and/or regulations, or third party rights, including by way of example but not in a limiting sense, industrial and/or intellectual property rights;

- represents and guarantees full ownership of the goods and licences that may be provided for the Order, and declares that the goods are free from all and any liens, security interests or third party rights;

- ensures that the goods pursuant to the Order comply with applicable European Union rules, regulations and directives.

Supplier agrees to hold Telespazio harmless from all and any losses, costs, damages or expenses of any kind that may be incurred by Telespazio as a result of breach, or untrue or inaccurate declarations and warranties made pursuant to this Clause.

Clause 8 - DELIVERY AND SUPPLY OF THE GOODS

Supplier agrees to deliver the goods covered by the Order in accordance with the provisions of these Terms and Conditions, and as further specified by the Special Conditions. Goods shall be delivered and supplied on a DDP basis, at the place of delivery specified in the Order (free delivery), unless otherwise stipulated by the Special Conditions.

A copy of the bill of lading or equivalent document must travel with the goods. This document must contain full details of the Order (number, date and status of the order) to which it refers.

Defective goods or goods not complying with the agreed conditions or drawings or specifications, etc. will be refused and placed at the disposal of the Supplier or returned on a carriage forward basis, at Supplier's expense.

Upon delivery of the Order, Supplier shall in any case deliver to Telespazio all and any documents that may be required for its use (e.g. instruction and operating manual, installation and assembly manual and guarantee certificates).

Clause 9 - WARRANTY FOR DEFECTS AND PROPER OPERATION

Supplier expressly declares that the Supply is free from all and any defects and/or faults, and that the same complies with the Order.

Telespazio will in any case have the right to file claims for all and defects, faults, discrepancies, or lack of the essential or promised quality, within 60 days from discovery thereof.

Supplier guarantees to Telespazio that the Supply will comply with the Order, and shall be free of defects, faults or malfunctions, and of a quality suited to the use required by Telespazio for a period of twenty-four months (twelve months if the Order is a pure sale), other than in cases where a longer period is required by applicable laws, as from the date of Acceptance of the Supply by Telespazio. During this period, Supplier undertakes to repair or replace the Supply or individual components (with new and original spare parts) at its expense, if failure or malfunction or defects of the same are ascertained. Shipping expenses to replace or repair the part or product shall be borne by Supplier. In the case of replacements or repairs, the warranty period will be automatically extended by the period for which the goods are not available to Telespazio.

The guarantee does not cover faults or defects caused by normal wear and tear or negligence by Telespazio.

Should the replacement or repair not be possible or is not carried out within the terms established by the Special Conditions (or, failing this, within a reasonable time), Telespazio shall have the right, at its sole discretion, (i) to make the replacement or repair directly, at the exclusive expense of the Supplier, or (ii) to have such replacement or repair made by a third party at the sole expense of the Supplier, or (iii) to obtain from the Supplier full refund of the purchase price paid for the defective or malfunctioning Supply and to return the same to Supplier, or (iv) to legally terminate the Order, in accordance with Section 1456 of the Civil Code, without prejudice to its right to claim any damages incurred.

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Clause 10 - GOODS PROVIDED BY TELESPIAZIO

All goods provided by Telespazio for execution of Works must be returned upon completion of the Works covered by the Order, unless otherwise agreed by the Parties. The Supplier may not transfer the goods supplied by Telespazio to third parties, nor modify or use the same for any other purpose, and shall be responsible for the custody, safekeeping and proper use of the same. In particular, Supplier agrees to use such goods with the utmost care and diligence. Should such goods be destroyed, lost or damaged for reasons attributable to the Supplier, the latter will replace or repair such goods at its own expense or, should this not be possible, same will refund the difference in value to Telespazio, calculated at the current market prices and the extent of the damages incurred. Supplier shall in any case not be liable for any indemnity for normal wear and tear resulting from proper use of the goods.

Supplier hereby indemnifies and holds Telespazio harmless from all and any liability for damages to persons and/or property caused by improper use of the goods supplied to the same by Telespazio, on the understanding that Supplier has previously verified such goods and considers them safe and suitable for their intended use.

Clause 11 - INVOICING AND PAYMENTS

Unless otherwise provided by the Special Conditions, invoices may be issued only after Acceptance of the Supply or successful completion of the single "milestones" set forth by the General Conditions.

Each invoice should be issued only for a single Order and must show the details of the Order (number, date and order status) to which it refers; the original of the invoice should be sent to Telespazio S.p.A., Via Tiburtina 965, 00156 Rome, for the attention of the "Supplier Department" or to the e-mail addresses fornitori@telespazio.com or telespazio.afc.ad@pec.it. The originals of all the other documents that accompany the supply (certificates of origin, quality certificates, supporting documents, etc.) or that may be required to allow Telespazio to verify and accept the invoice, should be prepared and sent in the same way.

Payments will be made only by bank transfer to the bank account in the Supplier's name specified in the invoice by the Supplier. The Supplier agrees to communicate any changes to the payment details (e.g. bank details) in writing to Telespazio S.p.A., Via Tiburtina 965, 00156 Rome. For the Attention of the "Supplier Department" or to the e-mail addresses fornitori@telespazio.com or telespazio.afc.ad@pec.it.

Payments by Telespazio under this Order shall only be performed in favor of the Supplier and therefore cannot be made to bank accounts of any individual or legal person other than the Supplier. Moreover, payments by Telespazio under this Order shall only be made to bank accounts of the country where the Supplier has the tax residence or registered office, that shall not be a country with a privileged tax regime unless the Supplier has its tax residence/registered office and the activities are performed in such country.

Clause 12 - CONFIDENTIALITY

Supplier shall treat, and ensure that its Collaborators treat, all and any information, data, and documents related to the Order, as strictly confidential. Supplier shall accordingly take any preventive measures, and in particular legal actions, that may be required to prevent disclosure and use of the above.

The Parties reciprocally agree that the confidentiality obligations pursuant to this Clause shall remain in force for the full validity of the Order, and for a period of five years after termination of the same for any reason whatsoever.

The Parties further acknowledge that the contents of the Order may not be construed or used to prevent disclosure or dissemination of information that are: (I) in the public domain at the time they are exchanged by the Parties, or subsequently become of public domain, (II) received from a third party who has no obligation of confidentiality, (III) developed independently and internally by one of the Parties without using information or documents received from the other Party; (IV) formally requested by a competent public authority and/or an authority having jurisdiction over the Parties.

Clause 13 - TESTING AND ACCEPTANCE

Without prejudice to the Special Conditions, Telespazio reserves the right to verify and/or test the goods delivered by Supplier pursuant to the Order, in order to ensure its compliance with the Order, within no more than 60 days from delivery to the final destination.

If the results of such verifications or testing are negative, Telespazio shall communicate the irregularities to the Supplier, who shall resolve them in order to permit further verification and/or testing.

The Supply is intended as accepted ("Acceptance") only after successful testing and verification.

Should Telespazio not carry out such verifications and/or testing, or does not communicate the negative results of such testing and/or verification to the Supplier, within 60 days, the Supply is intended as accepted ("Acceptance").

Clause 14 - INDEPENDENCE OF THE PARTIES

Telespazio and Supplier hereby declare and confirm that they are independent parties and will retain such autonomy. Without prejudice to the obligations assumed by the Supplier upon acceptance of the Order, the Parties expressly declare that the Works will be carried out in full autonomy, with the right to freely organise the same, without any employment relationship or any obligation of specific working times.

The Order does not constitute a partnership, company, consortium, joint-venture or agency relationship between Telespazio and the Supplier.

Neither the Supplier nor Telespazio have the authority to bind the other party or assume commitments on behalf of the other party, without the prior written consent of the party in question.

The Parties in any case agree to collaborate in a spirit of full cooperation, in compliance with all applicable laws and regulations and in accordance with the highest ethical standards. In particular, the Parties agree to exchange all and any information that may be required to ensure proper performance of the Works and fulfilment of the obligations provided by the Order.

Clause 15 - NO TRANSFER OF ORDER OR CREDIT

Supplier may not transfer, either in whole or in part, the obligations and/or rights covered by the Order without the prior written consent of a duly authorised representative of Telespazio, under penalty of nullity of the transfer. In particular, the Supplier may not transfer credits without the prior written consent of Telespazio.

Clause 16 - EXPRESS TERMINATION CLAUSE

In addition to the provisions expressly set forth by the individual Clauses of the General Conditions and/or, if applicable, the Special Conditions, Telespazio may terminate the Order, pursuant to Section 1456 of the Civil Code, without prejudice to the right to claim damages, should Supplier (i) be in breach of any of the obligations set forth by Clauses 5, 6, 12 and 15, or if the representations and warranties pursuant to Clause 7 are not, or are no longer, true, (ii) be subjected to any of the bankruptcy procedures provided by law, and (iii) subcontract, in whole or in part, the Works without the prior written consent of Telespazio.

In the event of termination for any reason of the Order, Telespazio may moreover enforce any bank guarantees or sureties provided by the Special Conditions.

Clause 17 - CHECKS AND INSPECTIONS

Supplier recognises that Telespazio shall have the right to verify and ensure compliance with the obligations assumed in signing the Order - either directly or through persons and/or companies delegated for such purpose - with prior notice of at least three working days. Supplier accordingly agrees to allow and assist Telespazio to check the progress of Works, providing all the material, documents and support that may be required. Supplier hereby expressly waives the right to claim compensation if execution Works is rendered more difficult by the activities carried out by Telespazio and/or third parties and/or any contingent circumstances that may occur during such controls and inspections.

Clause 18 - FORCE MAJEURE

Neither Party shall be liable for failure to fulfil, or delayed fulfilment, of the obligations pursuant to the Order, if and provided such non-fulfilment is caused by an inevitable or unforeseeable event, beyond its control not attributable to the conduct or omissions of the same (or its subcontractors and/or suppliers at any level), that prevents fulfilment of the contractual obligations ("Force Majeure"). By way of example but not in a limiting sense, such circumstances include the outbreak or threat of war, governmental actions, flooding, fire, lightning, explosions, accidents and riots. For an event to be considered an event of Force Majeure, the non-fulfilling Party must inform the other Party in writing of the occurrence of the event in the shortest possible time, and in any case within no more than 3 working days. The non-fulfilling Party shall also notify the other Party in writing when the effects of the event of Force Majeure cease. Failure to fulfil, or delayed fulfilment of obligations by Collaborators with respect to the Supplier, shall not be considered an event of Force Majeure (unless the circumstances are caused by an event of Force Majeure).

If it is ascertained that the delay in executing the Works is due to an event of Force Majeure, the date of completion of Works shall be extended for a period established by the Parties, on the understanding that the price of the Order may not be changed in the case of an event of Force Majeure.

If the delay caused by the event of Force Majeure exceeds 30 calendar days, Telespazio shall have the right to terminate the Order forthwith, in whole or in part, paying to the Supplier only the costs incurred up to the date of withdrawal.

Clause 19 - CODE OF ETHICS AND ANTI-BRIBERY

The Works covered by the Order shall be performed by the Supplier in full compliance with the applicable anti-bribery laws and with the Telespazio's Code of Ethics, which is intended as an integral part of the Organizational Model used by Telespazio pursuant to Legislative Decree no. 231/01 as amended, that the Supplier declares to know and accept. This document is available on the website "www.telespazio.com", and the Supplier may at any time request a hardcopy from Telespazio.

The Supplier is familiar and shall comply (and it shall ensure that its officers and employees comply), with any applicable anti-corruption and anti-bribery legislation and regulation including but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (adopted on 17th December 1997) (the "OECD Anti-Bribery Convention"), the UN Convention against Corruption of 31 October 2003, the Italian Decree 8 June 2001 n. 231 governing liability of legal entities, as amended (the "Decree 231") and, if applicable, the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended on 1988, (the "FCPA") and the UK Bribery Act 2010 as may be amended and supplemented from time to time (the "Bribery Act").

The Parties agree that failure, in whole or in part, to comply with the above referred anti-bribery laws and/or Code of Ethics, or breach, untruth or inaccuracy of the representations and/or warranties provided by the Contractor with reference to this Clause, is intended as a serious breach and shall entitle Telespazio, at its own option to suspend the payments and/or terminate the Order, pursuant to Article 1456 of the Civil Code, without prejudice to its right to claim compensation for any damages incurred.

Clause 20 - PRIVACY POLICY

Supplier declares to have read the privacy policy statement drafted by Telespazio pursuant to Legislative Decree 196/2003 as subsequently amended, which is published on the website "www.telespazio.com". In accepting the Order, Supplier authorises the processing of its personal details for all the purposes indicated by the privacy policy statement.

Clause 21 - GENERAL PROVISIONS

Any changes to the Order must be made in writing by the Parties, through a duly authorised representative.

If one or more provisions of the Order are considered to be invalid or null and void, the remaining provisions shall remain in force without modification. Telespazio and the Supplier will carry out negotiations to replace the invalid clauses with valid clauses having the same legal and economic contents.

Any notice, letter and/or communication that may be required shall be sent by telegram, ordinary mail or fax to the respective addresses and contact details of the Parties; communications will be valid on the date of receipt. The Parties shall reciprocally communicate any changes to their contact details.

The Order represents the entire agreement by and between the Parties regarding the subject matter of the Order and supersedes and replaces all and any prior or current written or oral negotiations, understandings and agreements regarding such subject matter.

Delayed or partial enforcement of, or failure to enforce, any right or remedy pursuant to the Order does not constitute waiver of such right or remedy.

Any provisions of the Order, which expressly or implicitly continue to be valid even after termination, expiry or cessation for any other reason, of the Order, shall continue to be valid and enforceable and binding upon the Parties, even after such termination.

Clause 22 - APPLICABLE LAW AND JURISDICTION

Anything not expressly provided hereunder is subject to Italian law. The application of the Vienna Convention dated 11 April 1980 on International Contracts for the Sale of Goods, is expressly excluded. The court having jurisdiction in the case of disputes between the Parties concerning the interpretation, execution and/or termination of the Order, shall be exclusively that of Rome.

The Supplier hereby declares that it has read, understood and accepted the entire contents of these General Conditions of Purchase for goods and services.

Date _____

Stamp and Signature _____

Pursuant to and by effect of sections 1341 and 1342 of the Civil Code, Supplier hereby expressly approves the following clauses as amended, if applicable, by the Special Conditions: Clause 3 (Fee), Clause 4 (Liability), Clause 7 (Representations and Warranties), Clause 9 (Warranty for defects and proper operation), Clause 12 (Confidentiality), Clause 13 (Testing and Acceptance), Clause 15 (No transfer of Order or Credit), Clause 16 (Express termination clause), Clause 17 (Checks and inspections), Clause 18 (Force Majeure), Clause 22 (Applicable Law and Jurisdiction).

Date _____

Stamp and Signature _____