In these terms and conditions (Conditions or General Conditions) capitalised terms are as defined where first used or otherwise in clause 23.

1. BASIS OF CONTRACT

1.1 The purchase order (Order) accompanying these Conditions constitutes an offer by Telespazio S.p.a. (Company or Telespazio) to purchase Goods and/or Services from the supplier named therein (Supplier) subject to and in accordance with these Conditions and any specific terms set out in the Order. In the event of any conflict between the Conditions and a specific term set out in the Order, a specific term shall take precedence over these Conditions.

The Order shall be deemed to be accepted by means of returning a copy (including the attachments thereof) duly signed by the Supplier, within fifteen (15) calendar days from issue thereof by the Company. Once such term has lapsed in vain, the Company reserves the right to cancel the Order or consider the late acceptance by the Supplier as valid and effective, at which point and on which date a contract (the Contract) shall come into existence. Orders issued by an agreed electronic method shall be deemed received on the date they are signed.

1.2 These Conditions apply to the Contract and exclude any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2. SUPPLY OF GOODS

2.1 The Supplier shall ensure that the Goods:

(a) correspond with their description and conform with the Goods Specification;

(b) are of satisfactory quality and fit for any purpose held by or on behalf of the Company, and where the Goods are not defective in design, materials and workmanship, shall be free of second hand, counterfeit and/or replica parts.

2.2 Save for any latent defects, the Company shall only be able to bring a claim for any defects in materials and workmanship before the expiry of the latter of:

(i) twenty four (24) months from the date of delivery to the Company; or

(ii) twelve (12) months from delivery of the Goods by the Company’s customer (if applicable); and

(iii) any other period stated in the Order.

2.3 The Supplier shall at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3. DELIVERY OF GOODS

3.1 The Supplier shall ensure that:

(a) the Goods are properly classified, labelled and packaged for transportation any risks any country of the European Union (EU) Directive 94/62/EC and any modification or amendment to it and secured in such manner as to enable them to reach their destination in good condition. Any packaging materials and/or their return to the Supplier shall be at the cost and risk of the Supplier;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)) and special storage instructions (if any), together with a Certificate of Conformance.

3.2 The Supplier shall ensure that the Goods are delivered in accordance with the Goods Specification on the date specified in the Order (or, if no such date is specified, then within 30 days of the date of the Order), and, unless otherwise otherwise instructed by the Company, to the Company’s premises (or any premises at the Supplier’s discretion). The Supplier shall ensure that the Goods are in good condition and in accordance with any instructions or directions of the Company (save for fair wear and tear). The Supplier shall comply with the relevant internal procedures referred to in the Order, as applicable.

3.3 The Supplier shall deliver the quantity of Goods ordered strictly in accordance with the Order, failing which the Company may reject the Goods and any rejected Goods shall be returned at the Supplier’s risk and expense.

3.4 Title and risk of the Goods shall pass to the Company on completion of delivery in accordance with the requirements of the Contract.

4. SUPPLY OF SERVICES

4.1 The Supplier shall, at its own risk, for the duration of this Contract provide the Services to the Company in accordance with the terms of the Contract.

4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Company.

4.3 In providing the Services, the Supplier shall:

(a) cooperate with the Company in all matters relating to the Services, and comply (at no additional cost) with all reasonable instructions of the Company;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with this Contract;

(d) ensure that the Services and Deliverables conform with the Service Specification, and that the Deliverables shall be for any purpose expressly or impliedly made known to the Supplier by the Company;

(e) save as agreed with the Company in writing, provide all tools, equipment and vehicles and hand such other items as is required to provide the Services;

(f) use the best quality materials, goods, standards and technology available and use the Goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;

(g) obtain and maintain all necessary licences, consents and certifications and comply with all applicable laws and regulations; and

(h) not do or omit to do anything which will or may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services.

5. OBSOLESCENCE

5.1 The Supplier must notify the Company in writing without delay of any actual or potential obsolescence issues affecting the Contract, that it identifies from time to time, that it has the potential to influence the performance of the Services, and that it is the Supplier’s responsibility to notify the Company of any such issue as soon as it becomes aware of such an issue.

6. WORKING AT SUPPLIER’S OR COMPANY’S PREMISES

6.1 The Supplier accepts (and shall procure that any work or services) that any work or services performed by or on behalf of the Supplier at the Company’s premises and any visit by any of the Supplier’s employees, agents and sub-contractors to the Company’s premises shall:

(a) be in accordance with the Company’s general conditions of work on site as are in force from time to time (copies available upon request);

(b) comply with the Company’s legislation, including the Legislative Decree n. 81/2008, the Management of Health & Safety at Work Regulations 1999, the Legislative Decree 152/06 (Testo Unico Ambientale) and any modifications or amendments to such legislation;

(c) comply with the Company’s health and safety requirements and with all relevant non-recurring and extra-recurring costs, if any, resulting from obsolescence issues during the performance of the Supplier’s obligations under the Contract shall be fully borne by the Supplier;

(d) be carried out by or on behalf of the Supplier at the Supplier’s risk and expense.

(e) if the Supplier is in breach of any terms of the Contract, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:

(i) terminate the Contract in accordance with clause 16;

(ii) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods;

(iii) to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services;

(iv) if the Supplier has not delivered or paid for the Goods, to recover from the Supplier any unpaid sums where the Company has paid in advance for Goods and/or Services that have not been delivered;

(v) to claim damages for any additional costs, loss or expenses incurred by the Company which is in any way attributable to the Supplier’s breach;

6.2 The obligations under Clause 6.1(b) and (c) shall also apply to the Supplier’s premises (or any premises at which the Supplier operates and/or subcontracts its premises) in respect of work carried out for or on behalf of the Company.

6.3 The Supplier shall allow the Company’s agents and/or customers and any regulatory authorities at any reasonable time to have access to the Supplier’s premises (or to other relevant premises), to verify the adequacy of the IT systems as well as to access to all relevant technical information for the purpose of auditing all aspects of the Supplier’s performance of (and compliance with) a Contract, including inspecting and testing the Goods and/or the performance of the Services, but any such inspection or testing shall not constitute acceptance of the Goods or Services.

6.4 The Supplier and sub-contractors shall fully or give to the Company all the Health and Safety documentation required by the Legislative Decree n. 81/2008 and any other documentation required by the Company.

6.6.5 The Supplier and sub-contractors shall also only access restricted areas of the Supplier’s premises and/or use Company machinery or tools when permitted by the Company.

7. COMPANY MATERIALS

In supplying the Goods and/or Services, the Supplier shall only use or incorporate the item(s) or the component(s) that are free of second hand, counterfeit and/or replicated Goods and/or Services from the supplier named thereon (Supplier) subject to and in accordance with these Conditions, and any specific terms set out in the Order. In the event of any conflict between the Conditions and a specific term set out in the Order, a specific term shall take precedence over these Conditions.

The Supplier must notify the Company in writing without delay of any actual or potential obsolescence issues affecting the Contract, that it identifies from time to time, without notice to the Company, that it has the potential to influence the performance of the Services. The Supplier shall ensure that any such notice to include complete and accurate details of:

(a) the obsolescence issue identified; (b) its impact on the performance of the Contract; and (c) any actions that may be required by the Company or otherwise in clause 23.

8. COMPANY REMEDIES

8.1 If the Supplier is in breach of any terms of the Contract, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) the Supplier’s premises (or any premises at which the Supplier operates and/or subcontracts its premises) shall come into existence. Orders issued by an agreed electronic method shall be deemed received on the date they are signed.

(b) in the event of any conflict between the Conditions and a specific term set out in the Order, a specific term shall take precedence over these Conditions.

(c) All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

(d) The Supplier shall ensure that the Goods:

(i) are of satisfactory quality and fit for any purpose held by or on behalf of the Company, and where the Goods are not defective in design, materials and workmanship, shall be free from defects in design, materials and workmanship;

(ii) comply with all applicable statutory and regulatory requirements and international carriage codes relating to the manufacture, labelling (including CE marking), packaging, storage, handling and delivery, by whatever means, of the Goods. Where the Goods are not defective in design, materials and workmanship, the Supplier shall diligently comply with its obligations hereunder and promptly provide all material safety data sheets and SVHC declarations as required, and
8.2 If any Goods and/or Services are not delivered by the applicable date, the Company may, at its option, claim or demand payment of the invoice price, plus any applicable sales tax, in accordance with all applicable law, valid and effective at the applicable date of payment.

9. COMPANY'S OBLIGATIONS

9.1 The Company shall provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of providing the Services and provide such information as the Supplier may reasonably request for the purpose of providing the Services.

10. CHARGES AND PAYMENT

10.1 The price, in aggregate, of all such Services shall be as shown on the relevant invoice, plus any applicable sales tax. In case the Supplier is required to be liable for any such sales tax, the Company shall be entitled to withhold and deduct such amount, as aforesaid, from any payments due to the Supplier, subject to any reversal or refund of such sales tax.

12. INDEMNITY

12.1 The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company as a result of (a) any breach of any of the provisions of the Contract or (b) any act or omission made by the Company or its employees, agents or sub-contractors.

13. INSURANCE

13.1 The Supplier shall be responsible for obtaining and maintaining all appropriate insurance policies and coverage to cover the Goods and/or Services, or any part or item thereof, for the duration of the Contract.

14. RIGHTS ASSIGNED TO COMPANY

14.1 The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company as a result of (a) any breach of any of the provisions of the Contract or (b) any act or omission made by the Company or its employees, agents or sub-contractors.

15. EXPORT LICENCES AND CONSENTS

15.1 The Supplier shall not obtain, at its own cost, all such export licences and other consents in connection with any Goods and/or Services as are required to be delivered to the Supplier.

16. TERMINATION

16.1 Without limiting its other rights or remedies, the Company may terminate the Contract in whole or in part at any time with immediate effect by giving written notice to the Supplier. The Company shall be entitled to terminate the Contract in whole or in part if the Supplier shall not perform its obligations under the Contract for a period of thirty days following written notice to the Supplier that it is not performing its obligations.

17. CONFIDENTIALITY

17.1 The Supplier shall keep all the Confidential Information which the Company may disclose to the Supplier confidential and shall only use such Confidential Information for the purpose of providing the Services and the Company considers reasonably necessary for the purpose of providing the Services. The Supplier shall not disclose the Confidential Information to any third party without the prior written consent of the Company.

18. PRIVACY

18.1 The Company shall provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of providing the Services and provide such information as the Supplier may reasonably request for the purpose of providing the Services.
such sum in full and final satisfaction of all claims arising out of such termination and it shall use its best efforts to ensure that such termination will be in accordance with all applicable laws. 

16.3 The provisions of clause 16.1 and 16.2 shall not apply where the Company has terminated the Contract for any of the following reasons:

(a) the Supplier commits a breach of any term of the Contract and such a breach (whether actual or potential) is such a breach is remediable) fails to remedy that breach within fifteen (15) days of receipt of notice in writing to do so;

(b) the Supplier is unable to pay its debts as they fall due or is deemed unable to pay its debts;

(c) the Supplier makes a proposal for or enters into any compromise or arrangement with its creditors or it enters into liquidation or it suffers the appointment of an administrator or receiver;

(d) the Supplier (being a company) is subject to a winding up petition or (being an individual) is the subject of a bankruptcy petition or order to the extent permitted and subject to article 72 of the Legislative Decree n. 231 of 8th August 2001, n. 5 or any other equivalent law on the matter;

(e) the Supplier suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business;

and in such circumstances the Company shall have the right to recover any costs, charges, or expenses incurred, including any consequential losses that the Company may suffer as a consequence of such termination and further, the Supplier shall in addition to any other damages or losses that the Company may suffer as a consequence of such termination, become liable for any further material/non material damages deriving from such non-compliance. The Company shall hold the Supplier harmless and indemnified from any and all actions or claims brought by any third parties in connection with such non-compliance or, in any event, consequential thereto.

18. OBLIGATIONS

At the Company's request, the Supplier shall use its reasonable endeavours to support the Company in fulfilling its Obligations and shall grant to the Company the full benefit of all applicable offset credit in connection with the performance of the Services elsewhere in addition to any further damages or losses that the Company may suffer as a consequence of such non-compliance. The Company shall have the right to suspend any part of the Contract, if the Supplier fails to comply with all applicable laws; and (b) the Supplier’s quality requirements for the Company as may be in force from time to time; and

(c) Law 136/2010, if the final Customer is an Italian public entity. In this case the parties undertake to trace and record the financial flows related to the pen termination of the Supplier. In particular the Supplier is committed to:

• ensure that contracts and/or orders contain suitable payment methods to ensure full traceability of every financial movement related to the Order;

• communicate the bank details in compliance with the law provisions;

• indicate in the invoice the number of C.U.P. (if applicable) C.U.P. sent by the Company.

The Company reserves the right to require, at any time, even by fax or via e-mail the documentation providing the fulfillment of the Contractor (if it is a company) or its principal place of business (in any other case) such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service in the country of the Supplier. The notice or other communication shall be deemed to have been received:

if delivered personally, when left at the address referred to in this clause 22.1 above; if sent by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; if delivered by commercial courier, on the date and at the time at which the contractor received the document.

20. PROCESSING OF PERSONAL DATA

20.1 The Parties acknowledge that in the ordinary course of this Contract, even during the pre-contractual stage, they may come to possess contact data in relation to employees, consultants and other representatives of the other party that has been identified as such data by the Supplier.

21. GENERAL

21.1 The Company may, but the Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or sell any of its rights or obligations under the Contract without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed in the case of a subcontractor or if the Company is committed to:

• the performance of the supply. In particular the Supplier is committed to:

• to comply with all applicable laws; and

(c) with the law provisions.

The Company reserves the right to require, at any time, even by fax or via e-mail the documentation providing the fulfillment of the Supplier, in the event of non-compliance with the principles established in the Model 231 and/or in the Codes and/or in the Anti-Corruption Laws shall constitute a serious non-compliance and shall give the Company the right to terminate the Contract by means of registered letter containing the brief indication of the circumstances proving the non-compliance.

In the event of non-compliance, the Company may suspend any payment to the Supplier pending verification of the circumstances from which such non-compliance may be reasonably deduced. The right to terminate or to suspend the execution of the Contract exercise in any event, without prejudice to the Supplier’s obligations to hold the Company harmless and indemnified from any and all actions or claims that may be brought by any third parties in connection with such non-compliance or, in any event, consequential thereto.

19. COMPLIANCE WITH LAWS AND RULES

In its performance of the Contract the Supplier shall comply with:

(a) all applicable laws and regulations including, but not limited to, the Relevant Regulations as may apply.

(b) the Company’s quality requirements for As a consequence, by virtue of such appointment, the Supplier shall respect the instructions and the obligations laid down by the Data Controller, and fulfils the obligations set forth by the Applicable Privacy Law.

21.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to such extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion to this Clause shall not affect the validity and enforceability of the rest of the Contract.

21.4 A reference to a statute or statutory provision in the Contract is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation that amends or re-enacts it.

21.5 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as the agent of the other party in any way.

21.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.

Except as set out in these Conditions, no variation of the Contract or these Conditions or any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

22. GOVERNMENT LAW AND ARBITRATION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Italy and each party irrevocably submits to the exclusive jurisdiction of the court of Rome, Italy.

23. DESCRIPTION AND SPECIFICATION

Business Day: a day other than a Saturday, Sunday or public holiday in Italy.

Certification of Performance: a certificate signed on behalf of the Supplier by an appropriately qualified representative certifying that the Goods supplied comply with the Goods Specification.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the (or any part of them or any repairs or replacements thereto) set out in the Order.

Goods Specification: the specification for the Goods, including any related plans and drawings, as set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks,
business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Offset Obligation: a contractual obligation imposed on the Company that requires the Company to purchase, or facilitate the purchase of goods and/or services from and/or otherwise invest in a foreign country.

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


Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services as stated in the Order.

SVHC: a substance of very high concern as defined in Regulation (EC) No. 1907/2006 (REACH).

For the Supplier:

__________________________________________

The Supplier declares that it has read all the clauses of this Order, specifically approving, pursuant to articles 1341, paragraph two and 1342 civil code, the following articles: 3. Delivery of Goods; 8. Company Remedies; 10. Charges and Payment; 12. Indemnity; 16. Termination; 17. Ethical Conduct and Anti-Bribery Compliance; 21. General; 22. Governing Law and Jurisdiction.

For the Supplier:

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