Telespazio S.p.a.

PURCHASE ORDER

Terms and conditions for the supply of goods and services

May 11th, 2021

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 supply 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 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 of the reply.

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 out by the Supplier or made known to the Supplier by the Company or any other party by implication in this respect the Company relies on the Supplier's skill and judgment;

(c) do not contain defects in design, materials and workmanship;

(d) 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, or incorporate, dangerous goods or chemicals, the Supplier shall diligently comply with its obligations hereunder and promptly provide all material safety data sheets and all applicable declarations as required (such as REACH, RoHS, etc.);

(e) are free of second hand parts and/or Counterfeit Parts, as defined in point 23. To this end, the Supplier has to implement risk-adequate processes to prevent the use of Counterfeit or suspected Counterfeit Parts, and to ensure that in no case they are included in the Goods delivered to the Company. If the Supplier identifies a potential risk of supply (ascertained or presumed) of Counterfeit Parts, they will immediately inform the Company.

2.2 Save for all attempts to remediate, and, if that is not 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 acceptance 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 packed in compliance with 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, the Goods delivery point (if any), the Goods specification number (where applicable) and special storage instructions (if any), together with a Certificate of Conformance.

3.2 The Supplier shall deliver the Goods strictly 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 instructed by the Company, during the Company’s normal hours of business on a Business Day.

3.3 The Supplier shall deliver the Goods ordered strictly in accordance with the Goods Specification. Notwithstanding the above, 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) co-operate 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; use personnel who are suitably skilled and experienced to perform tasks assigned to them, and, if 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 General Use, Supplier’s premises and/or the Company in good faith to all of the terms of the Supplier and the 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 and/or Services by the Company.

The Supplier and sub-contractors shall fully or give to the Company the Heads and tails of any matters that are required to be performed in accordance with the Company or Telespazio, or otherwise in clause 23.

6.1 The Supplier shall ensure that the Goods are properly classified, labelled and packed in compliance with 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.

6.2 The Supplier shall deliver the Goods strictly 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 instructed by the Company, during the Company’s normal hours of business on a Business Day.

6.3 The Supplier shall ensure that the Goods are properly classified, labelled and packed in compliance with 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.

6.4 The Supplier shall deliver the Goods ordered strictly in accordance with the Goods Specification. Notwithstanding the above, the Company may reject the Goods and any rejected Goods shall be returned at the Supplier’s risk and expense.

5. OBSCOLESCENCE

The Supplier shall notify the Company in writing without delay of any actual or potential obsolescence issues and/or the inability to provide Goods in accordance with such notice to include complete and accurate details of:

(a) the obsolescence issue identified; (b) its impact on the Services; (c) any actions that could be taken in mitigation (including the cost of such actions). The Supplier shall comply with the relevant internal procedures referred to in the Order, as applicable.

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.

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

6.1 The Supplier shall ensure that any work carried out 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 premises shall:

(a) be subject to the Company’s general conditions of work on site as are in force from time to time (copies available upon request); (b) comply with all relevant legislation, including the Legislative Decree n. 81/2008, the Management of Health & Safety at Work Regulations 1999, the Legislative Decree n. 152/06 (Testo Unico Ambientale) and any modifications or amendments to such legislation; and communities and businesses, and (c) meet any regulatory obligations regarding environmental compliance.

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 its subcontractor’s premises) in respect of work carried out for or on behalf of the Supplier.

The Supplier shall allow the Company’s authorised representatives, the Company’s customers and/or regulatory authorities at any reasonable time to have access to the Supplier’s premises (or the Supplier’s relevant premises), to verify the adequacy of the IT systems as well as to access to all relevant technical information for the development of all aspects of the Supplier and the 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 and/or Services by the Company.

The Supplier and sub-contractors shall fully or give to the Company the Heads and tails of any matters that are required to be performed in accordance with the Company or Telespazio, or otherwise in clause 23.

6.6 The Supplier and sub-contractors shall only access restricted areas 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 hold all equipment or items of whatever kind including but not limited to raw materials, samples, jigs, tools, drawings, data and information supplied by the Company to the Supplier in connection with the Contract (Company Materials) in safe custody at its own risk, adequately insure the Company Materials with a reputable insuror to its replacement value, maintain the Company Materials in good condition and in accordance with any instructions or material safety data sheets and all the applicable declarations as required (such as REACh, RoHS, etc); and

shall not dispose or use the Company Materials other than in accordance with the Company’s written instructions or authorisation and, at the Company’s written request, return the Company Materials to the Supplier’s risk and expense. The Supplier shall indemnify the Company against all loss of or damage to any Company Materials incurred whilst it is in the Supplier’s possession, custody or control. The Company may at any time on request have the right to inspect the Company Materials. Any Company Materials that the Company wishes to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party; and

6.5 In providing the Services, the Supplier shall:

(a) co-operate with the Company in all matters relating to the Services, and comply (at no additional cost) with all reasonable instructions of the Company;
10.3 In consideration of the supply of Goods and/or Services by the Supplier strictly in accordance with the Order, the Company shall pay the invoiced amounts within 30 days of the date of invoice end of month plus 75 days or that different term agreed in the Contract and upon receipt of a valid and correct invoice to a bank account nominated in writing by the Supplier in accordance with the Supplier’s pro forma invoice. Each invoice shall be payable only if accompanied by DURC (Documento Unico di Regolarità Contributiva) required by Italian Law. Any late payment shall be subject to interest at the rate of 8% per annum on the outstanding amount, at the discretion of the Company, for the delay, for each week’s delay in delivery by way of a penalty as per article 1382 of the Italian Civil Code, up to a maximum of 14% of the total invoice. In case of non-payment within the time period stated above, the Company reserves the right to apply any legal action to claim for the damages incurred from the delay and is not in substitution of the remedies available to the Company as set out in this clause 10.1. The penalty shall only be paid if accompanied by DURC issued by a public insurance company, a public liability insurance, and a product liability insurance, for an amount suitable to cover any liabilities that may arise under or in connection with the Contract, and shall, on the failure to provide or produce the relevant certification.

11. CONFIDENTIALITY
11.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the Company (the “Reserved Information”), its employees, agents or subcontractors, and any other confidential information concerning the Company’s business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to the extent necessary to perform their obligations under the Contract and shall ensure that such confidential information is disclosed only to its employees and subcontractors who need to know it for the purpose of discharging the Supplier’s obligations under the Contract. The Supplier shall also ensure that such confidential information is disclosed only to any third party to which the Supplier provides or procure any necessary information and/or documentation to the Company in advance of any such disclosure where it is lawful to do so and provided that the Supplier shall not release the same to any third party unless it receives prior written assurances that it will be treated in confidence. The Supplier shall immediately return to the Company and delete from all IT systems, on request of the latter, all Reserved Information, providing evidence of such deletion.

12. THE SUPPLIER'S OBLIGATIONS
12.1 The Supplier shall at all times during the term of the Contract and for a period of three years thereafter, keep the Company indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company as a result of or in connection with any claim made against the Company:
(a) for actual infringement of a third party’s Intellectual Property Rights; (b) by reason of any claim or demand by a third party for death, personal injury or damage to property arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, but only to the extent that the claim is not attributable to acts or omissions of the Company or the Supplier’s breach of contract.

Company General Use
with such delays save where such failure and/or delay is beyond the reasonable control of 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. All deliveries shall be forthwith returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose.

16.2 Subject to clause 16.3, the Company may terminate this Contract or any part thereof so terminated.

16.3 Under clause 16.2, the Company may terminate the Contract or any part thereof if the Supplier (being a company) is subject to a winding up petition or (being an individual) is the subject of a winding up order; if the Supplier (being a company) is subject to any arrangement or scheme for the composition or rearrangement of its debts, or (being an individual) is proposing or enters into a composition, arrangement or scheme; if the Supplier (being a company) has an administrator or receiver or a liquidator appointed over or deals in any other manner with all or any of its rights or obligations under the Contract, or if the Supplier makes a proposal for or enters into a scheme of arrangement for the benefit of its creditors; if the Supplier (being a company) is subject to any arrangement or scheme for the composition or rearrangement of its debts, or (being an individual) is proposing or enters into a composition, arrangement or scheme; if the Supplier (being a company) is subject to any arrangement or scheme for the composition or rearrangement of its debts, or (being an individual) is proposing or enters into a composition, arrangement or scheme; if the Supplier (being a company) becomes subject to the Seventh Schedule (Part II) of the Companies Act 1985 and the Supplier shall be also liable for any further actions or claims brought by any third parties in connection with such non-compliance or, in any event, consequential thereto.

17. ANTICORRUPTION LAWS, ORGANIZATIONAL MANAGEMENT AND CONTROL MODEL PURSUANT TO LEGISLATIVE DECREE N. 231/01, ANTI-CORRUPTION CODE AND CODE OF ETHICS

17.1 In the supply and in the performance of the supply. In particular the Supplier is committed to:

(a) ensure that contracts and/or orders contain the provision under this article;

(b) communicate the bank details in compliance with the law provisions;

(c) notify the breach of the present provisions to the Company.

The Company reserves the right to require, at any time, evidence that such assurance is being observed and the Supplier may deliver the first 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 that the courier’s delivery receipt is signed. The provisions of this clause shall not apply to the forwarding services of judicial documents in any legal action.

18. DISPUTE RESOLUTION

18.1 A waiver of any right or remedy under the Contract or law is effective unless it is agreed to in writing by the parties, nor constitute either party the agent of the other party.

19. COMPLIANCE WITH LAWS AND RULES

19.1 In 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 Suppliers as may be in force from time to time; and

(c) applicable rules of the order of the Italian public entity. In this case the parties undertake to trace and record the financial flows related to the performance of the supply. In particular the Supplier is committed to:

- ensure that contracts and/or orders contain the provision under this article;

- use payment methods to ensure full traceability of every financial movement giving rise to the payment;

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

- notify the breach of the present provisions to the Company.

20. PROCESSING OF PERSONAL DATA

20.1 The Parties acknowledge that in the ordinary course of their business, they may come to possess contact data in relation to employees, consultants and other representatives of the other Party (“Business Contact Data”). The Parties hereby confirm that compliance with the EU General Data Protection Regulation 2016/679 and its implementing EU and Italian laws, as amended and integrated from time to time, including the Italian Legislative decree no. 196/2003 (hereinafter, jointly, the “Applicable Privacy Law”), the Parties will process such Business Contact Data only for the purposes under the preceding clause 20.1 and the Company, for the purposes under the preceding clause 20.1 and the Parties shall maintain the confidentiality of such personal data provided by the Supplier or any third parties in connection with such non-compliance or, in any event, consequential thereto.

21. GENERAL

21.1 The Company may, but the Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or 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 subcontract proposed by the Supplier that is deemed to be necessary to the fulfilment of the Contract.

21.2 Any notice or other document given to the party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) and shall be deemed to have been delivered if specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by first class registered post or by 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 that the courier’s delivery receipt is signed. The provision of this clause shall not apply to the forwarding services of judicial documents in any legal action.

21.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum 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 to or deletion of a provision or part-provision under 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 (whether or not made under that statute or statutory provision), as amended, re-enacted or re-enacted.

21.5 A waiver of any right or remedy under the Contract or law is effective unless it is agreed to in writing by the parties, nor constitute either party the agent of the other party.

21.6 A waiver of any right or remedy under the Contract or law is effective unless it is agreed to in writing by the parties, nor constitute either party the agent of the other party.

21.7 Nothing in the Contract is intended to, or shall be deemed to, limit the Company’s right to terminate the Contract in whole or in part at any time with immediate effect by giving written notice to the Supplier. All deliveries shall be forthwith returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose.

21.8 Governing Law and Jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it and 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. **DEFINITIONS**

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

**Certificate of Conformance:** a certificate signed on behalf of the Supplier by an appropriately qualified representative confirming that the Goods supplied conform to the Goods Specification.

**Counterfeit Part:** A part (physical asset or software), an element or characteristic of it (including components, composition, material, configuration, functionality, certification status, marking, labeling, origin, dates, documentation) that has been copied without authorization, imitated, distorted, replaced or modified and is knowingly represented as original.

**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 goods (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".


**RoHS:** Restriction on the use of certain hazardous substances in electrical and electronic equipment as defined in Directive no. 2011/65/EU and in Commission Delegated Directive no. 2015/863/EU.

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For the Supplier:

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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.

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For the Supplier:

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