In these terms and conditions (Conditions or General Conditions) capitalised terms are as defined where first used or otherwise in clause 2.

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 therein (Supplier) subject to and in accordance with these Conditions and any specific terms set out in the Order.

1.2 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:

(a) company confirmation; (b) acceptance of a proposal; or (c) performance of the Services.

2. USE OF GOODS

2.1 The Supplier shall ensure that:

(a) the Goods are properly classified, labelled and packaged in compliance with the European Union (EU) Directive 94/62/EC and any modification or amendment to it and any national law implementing it;

(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 Supplier’s name and address, the Goods Specification (where applicable) and special storage instructions (if any), together with a Certificate of Conformance.

2.2 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.

2.3 Save where expressly stated on the Order, delivery shall be DAP (Incoterms 2020) at the Supplier’s premises or such other place as the Company may agree.

3. DELIVERY OF GOODS

3.1 The Supplier shall ensure that:

(a) the Goods are properly classified, labelled and packaged in compliance with the European Union (EU) Directive 94/62/EC and any modification or amendment to it and any national law implementing it;

(b) the goods are of satisfactory quality and fit for any purpose held by the Company in reliance on the Supplier’s skill and judgment;

(c) the Goods are free from 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 the applicable declarations as required (such as REACH, RoHS, etc.) and

(e) are free of second hand parts and/or Counterfeit Parts, as defined in point 23. To that end, the Supplier shall adopt 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.

2.2 Save for any attempt by the Supplier to show otherwise, and that they shall 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; (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 ensure that 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.

4. DELIVERY OF SERVICES

4.1 The Supplier shall deliver the Services with the best care, skill and diligence and perform the Services in accordance with the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;

4.2 The Supplier shall ensure that all the Services are performed in accordance with the terms of the Contract.

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 industry;

(c) use personnel who are suitably skilled and experienced to perform 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 fit 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 equipment, tools and vehicles and such other items as is required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all Goods and materials supplied and used in the Services, will be free from defects in workmanship, installation and design;

(g) obtain and at all times 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

The Supplier must notify the Company in writing without delay of any actual or potential obsolescence issues and/or replace the Goods and/or Services specified therein, and all Goods and/or Services specified in the Order are not permitted.

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

6.1 The Supplier shall deliver to the Company any Goods 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

(c) meet the Company’s regulatory obligations regarding environmental compliance.

5.6.2 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.

6.3 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 all relevant technical information for the due performance of all aspects of the Supplier’s obligations and deliverables for 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, in advance for Goods and/or Services required in the Legislative Decree n. 81/2008 or the additional documentation required by the Company.

6.4 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, tooling, or the other is specified.

In these terms and conditions (Conditions or General Conditions) capitalised terms are as defined where first used or otherwise in clause 2.

7.1 The Supplier shall deliver to the Company any Goods 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

(c) meet the Company’s regulatory obligations regarding environmental compliance.

6.2.1 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.

6.3.1 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 all relevant technical information for the due performance of all aspects of the Supplier’s obligations and deliverables for 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.

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In these terms and conditions (Conditions or General Conditions) capitalised terms are as defined where first used or otherwise in clause 2.

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(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

(c) meet the Company’s regulatory obligations regarding environmental compliance.

6.2.1 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.

6.3.1 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 all relevant technical information for the due performance of all aspects of the Supplier’s obligations and deliverables for 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, in advance for Goods and/or Services required in the Legislative Decree n. 81/2008 or the additional documentation required by the Company.

6.4.1 The Supplier and sub-contractors shall only access restricted areas and/or use Company machinery or tools when permitted by the Company.

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) to terminate the Contract in accordance with clause 14;

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

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

(d) to have refunded all sums where the Company has paid in advance for Goods and/or Services that have not been delivered by the Supplier.

Company General Use
(e) to claim damages for any additional costs, loss or expenses incurred by the Company which are in any event payable to the Supplier if the Supplier's breach of this Contract results in the delay of the expenditure.

(f) to require the Supplier to repair or replace, at Company option, any rejected Goods within 30 days of notification, or to provide a full refund of the price paid by the Company for the Goods.

(g) to reject the Goods (in whole or in part) whether or not title has passed and to return to the Supplier.

8.2 If any Goods and/or Services are not delivered by the applicable date, the Company may, at its option, claim, demand, or deduct, from any sums payable, 2 per cent of the total price or the value of the Goods and/or Services: (i) not delivered on the correct date; and (ii) which have been delivered but that cannot be used by the Company for the purpose for which they were ordered; in either case as determined by the Company, as a penalty 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 per cent of the value of the Goods.

8.3 The Company may withhold any advance payments agreed under the Contract if the Supplier has breached the Contract until such time as the breach is remedied to the Company's reasonable satisfaction.

8.4 These Conditions shall extend to any substituted or replacement Services and replacement Goods supplied by the Supplier, save for repairs only the unexpired part of the periods in clause 2.2 shall apply.

9. The Company's rights under this Contract are in addition to any other rights inherent in it or arising from, or implied by, law.

10. COMPANY’S OBLIGATIONS

10.1 The Company shall pay the invoiced amounts within 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 this Contract. Such payment shall be payable only if accompanied by DURC (Documento Unico di Regolarità Contributiva) required by Italian law, or any other set of documents evidencing the compliance required by the law, valid and effective at the date of payment. Taking into account that the Company is a party falling within the scope of the so-called “split steemers”, any transfer (i.e. shipping documents) according to article 1722-1723 of the Italian Civil Code, 633/1972, as further amended by article 1 of D.L. April 24, 2017 No. 50, payment of the invoiced amounts will be made within 20 days after the VAT Document (AT) will be paid by the Company directly to the tax authorities.

10.4 Payments shall only be made in favour of the Supplier (and therefore cannot be made to bank accounts of any individual or legal person other than the Supplier) and in the country where the activities are performed or where the Supplier has its tax residence or registered office.

10.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier consents to the Company disclosing copies of all Orders and Supplier invoices to the Company's customer where required by law and the Supplier shall ensure that this right is secured by its suppliers in connection with the Contract.

10.6 For any disputed matters payment obligations shall be suspended in connection thereto until the matter is finally determined and all rights and remedies implied by law.

10.7 To the extent of the obligation to electronic invoicing is applicable, as provided by the Italian Law no.205/2017, the Supplier assigns to the Company, with full title, all the relative identification code ("Codice Destinatario di Telespazio" to be used is "GYW7S0J9", in all other cases the invoices shall be in unmodifiable pdf format, with the e-mail address tonnier@telespazio.com and/or telespazio.siciliano@pec.it.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 In respect of Goods and/or the charges for the Services (deemed to include all cost and expense directly or indirectly incurred by the Supplier in connection therewith) the Company shall hold all rights, title and interest in the Goods and/or Services and in connection with the Goods and/or Services on the agreed delivery date.

11.2 In respect of Goods and/or any goods that are transferred to the Company as part of the Services under this Contract, including without limitation the Deliverables or any other Deliverables, the Company shall ensure that all such Goods and/or Services shall be clear and unencumbered title to all such items, and that at the date of delivery of such items to the Company, it has full and unrestricted rights to sell and transfer all such items to the Company and its onward supplier to (and use by) third parties.

11.3 The Supplier assigns to the Company, with full title guaranties, free from any liens and/or encumbrances and Intellectual Property Rights developed in connection with the Goods and/or Services under the Contract.

11.4 The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things, provide or procure any necessary information and/or know how to the Company and execute all such other documents as may be necessary in order to vest in 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.

11.5 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. CONFIDENTIALITY

12.1 The Company shall 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 arising from the use of the Goods or the Services, or 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 Supplier.

(b) by a third party for personal injury or damage to property arising out of, or in connection with, delinquent delivery, services or the non-performance or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

and

(c) by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Remedies in clause 8.1 above. The Company shall not impose such penalty provided the delay in delivery does not exceed seven (7) calendar days.

10.6 The Supplier shall invoice the Company on completion of the Goods and/or Services, being understood that in both cases the Supplier will be entitled to issue the relevant invoice exclusively upon receipt from the Company of a certificate of acceptance as acknowledgement of the correct delivery of the Goods and/or performance of the Services. Each invoice shall include such supporting information (i.e. shipping documents for Goods and/or Services on the agreed delivery date) as required by the Company to verify the accuracy of the invoice, including but not limited to the relevant Order Number.
16. TERMINATION
16.1 Without limiting its other rights or remedies, the Company may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract so terminated and shall immediately repay to the Company any advance payment(s) made by the Company to the Supplier relating to the Contract (or part thereof) so terminated.

16.2 The termination of the Contract shall not relieve the Company of its obligations to pay for all Services already performed prior to such termination and it shall use its best endeavours to minimise the direct loss arising from such termination. In no case will the amount payable by the Company for the terminated work exceed the price that would have been payable if that work had been completed. The Company reserves the right to recover any completed part of the Goods and/or Services and any relevant documentation related thereto.

16.3 The provisions of clauses 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 (if such a breach is remediable) fails to remedy such 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 disposes of or enters into any compromise or arrangement with its creditors or it enters into liquidation or it suffers the appointment of a receiver or manager;
(d) the Supplier (being a company) is subject to a winding up petition or (being an individual) is subject to an administration order and in such circumstances the Company shall have the right to recover any costs, charges, or expenses incurred, including those sustained to procure the Goods and/or Services elsewhere in addition to any further damages or loss to which the Company may suffer as a consequence of such termination. Termination of the Contract, however arising, shall not affect any of the parties' rights and obligations accrued as at termination.

16.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect, including but not limited to clause 12 (Indemnity) and clause 14 (Confidentiality).

16.5 On termination of the Contract for any reason, the Supplier shall deliver to the Company, immediately upon request, all Deliverables whether or not complete, and return all Company Materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17. ANTI-CORRUPTION LAW
17.1 In the performance of the Contract, the Supplier shall comply fully with the applicable antitrust laws (the “Antitrust Laws”).

17.2 The Supplier also undertakes to comply with, and to have any of its employees and/or subcontractors/suppliers to comply with all the principles provided in the Company’s Organizational Management and Control Model pursuant to Legislative Decree 8th June 2001 n. 231 (“Model 231”) adopted by Telespazio in respect of the Code of Ethics of Turibian Law and in the Antitrust Code of the Leonard Group (hereinafter collectively referred to as the “Codes”) available on the Company’s websites. The said individual or legal status of the Supplier declares its thorough knowledge and acceptance.

17.3 The non-compliance, even partial, 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-fulfilment and shall give the Company the right to terminate the Contract by sending a registered letter containing the brief indication of the circumstances proving the non-fulfilment.

18. OFFSET OBLIGATIONS
At the Company’s request, the Supplier shall use its reasonable endeavours to support the Company in offsetting the offset obligations which shall grant to the Company the full benefit of all applicable offset credit in relation with the Order.

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 Suppliers as may be in force from time to time;
(c) the Company’s quality requirements for Suppliers as may be in force from time to time;
(d) 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 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 related to the Order;
• report to the bank details in compliance with the law provisions;
• indicate in the invoice the number of C.U.P. (C.R.C.P. applicable) C.U.P. sent by the Company.

The Company reserves the right to require, at any time, evidence of the correct fulfilment of the obligations stated in this article. In the event of unfulfilment by the Supplier of the present provision, the Company may suspend any payment to the Supplier.

20. PROCESSING OF PERSONAL DATA
20.1 The Parties acknowledge that in the ordinary course of this Contract the Supplier will process Business Contact Data on behalf of the Company in order to comply with the law provisions.

20.2 The Supplier undertakes to process personal data for the purposes under the preceding clause 20.1 and the consent to the processing of such data is necessary; failing this processing the Company may suffer service in a position not to carry out and keep the business relationship with the Supplier.

20.3 The Parties agree that the Contract set forth herein, the Parties ascertain that it is necessary to process further personal data (other than the Business Contact Data) pursuant to the Applicable Privacy Law, and that Data Controller will inform, as of now, the Data Processors, Data Subjects and/or Data Owners, as applicable, as to, comply with the provisions of the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.4 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.5 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.6 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.7 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.8 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.9 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.10 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.11 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.12 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.13 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.14 The Supplier undertakes, in compliance with personal data for the purposes under the preceding clause 20.1, to use the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including for carrying out and keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

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 within the case of a subcontractor. If the Supplier purports to do so it is deemed to be necessary to the fulfilment of the Contract.

21.2 Any notice or other communication given to a 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) such address shall be 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 or commercial courier, or other means of delivery, and shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause; if delivered by post, on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the commercial courier delivers the notice, but no proof of delivery will be required; if electronic communication is used, the communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause; if delivered by post, on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the commercial courier delivers the notice.

22. GOVERNING LAW AND JURISDICTION
This Contract shall be governed by the law of the European Union and the laws of Italy, as it may be in force from time to time. Any dispute or claim arising out of or in connection with 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. 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".


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.

For the Supplier:

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