Telespazio S.p.a.

PURCHASE ORDER

Terms and conditions for the supply of goods and services

September 22nd, 2020

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. or the 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 of receipt.
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 usage of trade.
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 Good Specifications (including conditions of delivery);
(b) are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Company;
(c) are free from defects in design, materials and workmanship;
(d) comply with all applicable statutory and regulatory requirements and international and national 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, or incorporate, dangerous goods or chemicals, the Supplier shall diligently comply with its obligations hereunder and promptly provide all material safety data sheets and SVHC declarations as required; and
(e) are free of second hand parts and/or Counterfeit Parts, as defined in point 23. To this end, the Supplier shall take 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 any attempt by or on behalf of the Company to claim or collect any sums due to the Company, the Supplier shall be entitled to 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 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 and 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 94/6/ECC 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 strictly in accordance with the Good Specifications 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. Save where expressly stated on the Order, delivery shall be the Company's premises (or to other relevant premises) in respect of work carried out for or on behalf of the Company.
3.3 The Supplier shall deliver the quantity of Goods ordered strictly in accordance with the requirements of the Contract. If the Supplier does not notify the Company of any late delivery before the date specified in the Order the Supplier will be liable for any loss or damage sustained by the Company.
3.4 Title and risk of the Goods shall pass to the Company on 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 Contract 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 relevant specification, and that the Supplier's Deliverables will be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
(e) save for any attempt by or on behalf of the Company to claim or collect any sums due to the Company, write and provide, all equipment, tools and vehicles and such other items as is required to provide the Services;
(f) use proper workmanship, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services, shall 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 Supplier's accepted conduct.
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 on or at any time after the Supplier’s breach of 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 connection with the Goods and/or Services, the invoice shall be payable only if accompanied by DURC (Documento Unico di Regolarità Contributiva) required by Italian law. Any claim by the Company for correction of any alleged 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 steuerliche double-factor authentication; the minimum acceptable encryption is always AES256.

13. INSURANCE

13.1 The Supplier shall maintain in force, and comply with, all adequate insurance to cover all risks for the delay in delivery of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure in performance of the Contract by the Supplier, its employees, agents or subcontractors.

13.2 Any payment received by the Company for any Goods or Services shall not be deemed a waiver of the Company’s rights to recover any amounts due for Goods or Services from the Supplier.

14. CONFIDENTIALITY

14.1 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 confidentiality information concerning the Company’s business, its products and services which the Supplier may obtain. The Supplier shall, in accordance with the terms of the confidentiality agreement, not disclose any Confidential Information to any third party without the prior written consent of the Company.

14.2 The Supplier shall not disclose or otherwise disclose this Contract nor any of its terms to any party without the prior written consent of the Company.

14.3 The Supplier shall apply to each Company’s Reserved Information disclosed the specific security measures described below, appropriate to the level of classification assigned to the same.

- Company Confidential: information can be disclosed only to people in a predefined nominative distribution list. The information is to be protected from disclosure at risk of losing its protection by hand delivery or with double envelope through authorized carriers. The disclosure in electronic format is allowed via email with encryption (it is forbidden to use private / free mailboxes) or through file sharing systems with encryption and double-factor authentication; the minimum acceptable encryption is always AES256.

- General Public: information can be disclosed at risk of losing its protection by hand delivery or with double envelope through authorized carriers. The disclosure in electronic format is allowed via email with encryption (it is forbidden to use private / free mailboxes) or through file sharing systems with encryption and double-factor authentication; the minimum acceptable encryption is always AES256.

15. EXPORT LICENCES AND CONSENTS

15.1 The Supplier shall obtain, at its own cost, all such export licences and other consents in connection with any Goods and/or Services as are required from time to time prior to the dispatch of the relevant shipment or provision of the relevant Services (as applicable) and shall promptly provide copies of the same to the Company on receipt thereof. The Supplier shall ensure that all such licences and consents are granted to all authorised third parties (to include the end user) and its agents and subcontractors, and any other confidentiality information concerning the Company’s business, its products and services which the Supplier may obtain. The Supplier shall, in accordance with the terms of the confidentiality agreement, not disclose any Confidential Information to any third party without the prior written consent of the Company.

15.2 Should the Supplier not be able to deliver the Goods and/or Services on the agreed delivery date or as a result of non-availability of any export licences and/or consents the Supplier shall use its best endeavours to secure the required export licences and/or consents without further delay and shall indemnify the Company 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.

12. BUSINESS AND PAYMENT

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 or in connection with any claim made against the Company:

(a) for actual infringement of a third party’s Intellectual Property Rights in the Goods for the delay in delivery and is not in substitution of the remedy in clause 8.1 above. The Company shall not impose such penalty provided the delay in delivery does not exceed seven (7) calendar days.

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 Goods and/or Services and replacements of Goods supplied by the Supplier, save that for repairs only the unexpired part of the periods in clause 2.2 shall apply.

8.5 The Company’s rights under this Contract are in addition to any rights or remedies implied by the law.

9. COMPANY’S OBLIGATIONS

9.1 The Company shall provide the Supplier with reasonable access to relevant documents and the Company considers necessary for the purpose of providing the Services and provide such information as the Supplier may reasonably request for the provision of the Services and the Company considers reasonably necessary for the purpose of providing the Services.

10. CHARGES AND PAYMENTS

10.1 The Supplier shall invoice the Company on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Company on completion of the 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. shipment documentation, list of Goods and/or Services and an indication of acceptance for Services) 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 immediately suspend, terminate or close whole or in part, in any manner and 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 all advances, payments or other sums paid by the Company to the Supplier relating to the Contract or (part thereof) so terminated.

16.2 Without limiting its other rights or remedies, the Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination and/or for any Services already performed by the Supplier, and the Supplier will not use or disclose any Confidential Information. The Supplier shall immediately cause the safe keeping and will not use them for any purpose not connected with this Contract.

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:
(i) the Supplier commits a breach of any of the terms 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;
(ii) the Supplier is unable to pay its debts as they fall due or is deemed unable to pay its debts;
(iii) 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, a receiver or a liquidator;
(iv) the Supplier is a company subject to a winding up petition or (being an individual) is the subject of a bankruptcy petition; or any of its employees and/or subcontractors/suppliers, all or any of which commit any breach of contract or any of these principles provided in the Company’s Organizational Management and Control Model pursuant to Legislative Decree 8th June 2001 n. 231 (“Model 231”) adopted by Telecommunications and in the Anti-Corruption Code of the Leonardo Group (hereinafter collectively referred to as the “Codes”) available on the Company’s website; or the Supplier declares its thorough knowledge and acceptance; or
(v) the Supplier or any of its employees is found guilty of anybreach of the Anti-Corruption Laws or of any other applicable anticorruption laws (the “Anticorruption Laws”);

17.1.1 The Company shall fully comply with the applicable anticorruption laws (the “Anticorruption Laws”).

17.2 The Company shall fully comply with the applicable anticorruption laws and shall deliver the relevant bank details in compliance with the law provisions; indicate in the invoice the number of C.U.P. (one available) C.U.P. sent by the Company.

The Company reserves the right to require, at any time, evidence of the full contractual payment for the full fulfilment of the obligations stated in this article. In the event of fulfilment by the Supplier of the present provision, the Company may suspend any payment to the Supplier until such evidence is received.

20. PROCESSING OF PERSONAL DATA
20.1 The Parties acknowledge that in the ordinary course of business in the context of the performance of the Contract, the Supplier may from time to time have access to certain data and information which, if processed, used or disclosed in contravention of this Contract, may come to possess contact data in relation to employees, consultants and other representatives of the other Party (“Business Contact Data”). Subject to 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 n. 196/2003 (hereinafter, jointly, “the Applicable Privacy Law”), the Parties will process such Business Contact Data only for purposes connected with the Contract, including, but not limited to, keeping business relationship between them, for administrative and accounting purposes, as well as for complying with legal obligations.

20.2 The Supplier acknowledges that personal data for the purposes under the preceding clause 20.1 and the consent to the processing of such data is necessary; failing this, the Company may not be able to perform in a position to conduct business and keep the business relationship with the Supplier.

20.3 If any of the provisions of the Contract set forth herein, the Parties agree 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 or Data Processor, as the case may be, undertakes, as of now, to comply with the provisions of the Applicable Privacy Law, in the roles respectively assigned by each Party in the Contract, including without limitation all obligations related thereto. In this case, the Company will appoint the Supplier, that will accept, as Data Processor pursuant to Article 28 of the Applicable Privacy Law, the obligations set forth by the Applicable Privacy Law.

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 subcontractor, whose assignment is deemed to be necessary to the full 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 may 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. Any notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 21.2; if sent 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 provisions of this clause shall not apply to the forwarding services of judicial documents in any legal action.

21.3 If any provision of a 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 it and any other statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation as applied or纳入 to that statute or statutory provision, as amended or re-enacted.

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 right or remedy. A 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 such right or remedy or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall 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 and shall not affect the respective status of the parties for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

21.7 A party’s failure to insist upon strict performance of the Contract shall not have any rights to enforce its terms. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

22. GOVERNING LAW AND JURISDICTION
This agreement shall be governed 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, 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".


**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).