Telespazio S.p.a.

PURCHASE ORDER

Terms and conditions for the supply of goods and services

06 February 2019

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 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, or such longer time as the Company may, by notice, agree. In the event of the Order not being properly returned, the Supplier shall be deemed to have accepted the Order.

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 the Company.

2.2 If the Goods are defective in design, materials and workmanship, the Supplier shall comply with its obligations hereunder and promptly provide all material safety data sheets and SWHC declarations as required, and:

(e) 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;
(f) agree as saved with the Company in writing, provide all reasonable instructions of the Company;

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.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that:

(a) the Goods are properly classified, labelled and packed in accordance with the Goods Specification and any 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 all the requirements 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 all the requirements 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 all the requirements relating to the manufacture, labelling (including CE marking), packaging, storage, handling and delivery, by whatever means, of the Goods.

(b) any work carried out or on behalf of the Supplier at the Company's premises shall be carried out in accordance with the terms of the Contract.

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

4. SUPPLY OF SERVICES

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

4.2 The Supplier shall perform the Services in accordance with the requirements relating to the Services, and comply (at no additional cost) with all reasonable instructions of the Company.

5. OBSOLESCENCE

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, 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 the Supplier seeks to take and, at the Company's cost, any actions. The Supplier shall comply with the relevant internal procedures referred to in the Order, as applicable.

Any non-recurring and extra-recurring costs, if any, resulting from obsolescence issues during the performance by the Supplier of the Contract shall be fully borne, by the Supplier, to the Company.

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

6.1 The Supplier accepts (and shall procure) that any work carried out 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 subject to the Company's general conditions of work on site as are in force from time to time (copies available upon request);
(b) correspond with any legislation, including the Legislative Decree n. 81/2008, the Management of Health & Safety at Work Regulations 1999, the Legislative Decree 152/06 (Testo Unico Ambiente) and any modifications or amendments to such legislation; and
(c) meet their regulatory obligations regarding work at the Company's premises.

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 sub-contractors' premises) in respect of work carried out for or on behalf of the Company.

6.3 The Supplier shall ensure that the Supplier's premises and any other premises to which the Supplier has access to, comply with all relevant regulatory authorities at any reasonable time to have access to the Supplier's premises (or to arrange access to other relevant premises) and to all relevant technical information for the purpose of auditing all aspects of the Supplier’s performance of (and compliance with) a Contract (including auditing 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).

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 tools and other materials (except those held on the Company's premises) in safe custody at its own risk, adequately insurance the Company Materials with a reputable insurer to its replacement value, maintain the Company Materials in good condition and in accordance with any instructions or manuals provided or identified to the Supplier by the Company (fair wear and tear excepted), clearly mark the Company Materials as the property of the Company (including any Company issued tooling number as applicable), not dispose or use the Company Materials other than in accordance with the Contract and keep, maintain and store all relevant licences and consents and comply with all applicable laws and regulations; and

not do, or allow to be done, any act which will or may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of complying business, and the Supplier acknowledges that the Company may rely or act on the Services.

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 16;
(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods;
(c) to require any work or works performed under this Contract to be rectified by the Company in 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;
(e) to claim damages for any additional costs, loss or expenses incurred by the Company or by any other person or authority in any way attributable to the Supplier's breach;
(f) to require the Supplier to repair or replace, at the Company option, any rejected Goods within 30 days of notification, or to provide a full refund of the price of the rejected Goods (to the extent paid); and
(g) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier’s risk and expense.

8.2 If any Goods and/or Services are not delivered by the applicable date, the Company may, at its option, claim or
1.16 Without limiting its other rights or remedies, the Company may, in the event of non-payment of any sum due to it 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 return to the Company all Goods, Raw Materials, plant, equipment and currency paid or advanced to the Company by the Company to the Supplier relating to the Contract (or part thereof) so terminated.

1.17 Subject to any rights or remedies available to the Company under the Contract or any other relevant document relating thereto, 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, but such compensation shall not include any consequential loss or any consequential loss. The Supplier agrees to accept such sum in full and final satisfaction of all claims arising out of or in connection with the 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.

1.18 The provisions of clause 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 is remediable) fails to remedy the 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 has or is deemed to be guilty of any form of compromise or arrangement with its creditors or it enters into liquidation or it suffers the appointment of an administrator or receiver;
(d) the Supplier 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 9th January 2006, n. 5 or any other equivalent law on the matter;
(e) the Supplier becomes insolvent or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business, and, in either event, the Supplier agrees that 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 losses that the Company may suffer as a consequence of such termination. Termination of the Contract, however, shall not affect any of the parties’ rights and remedies that have accrued as at termination.

1.19 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).

1.20 On termination of the Contract for any reason, the Supplier shall deliver to the Company, immediately upon request, all Deliverables whether or not then complete, and return all Company Materials. Until they have been returned or delivered, the Supplier shall be solely

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The Company reserves the right to require, at any time, even by fax or e-mail the documentation providing the fulfillment of the order. In the event of unfulfillment by the Supplier of the present provision, the Company may suspend any payment to the Supplier.

20. PROCESSING OF PERSONAL DATA

20.1 The Supplier acknowledges and consents that personal data (hereinafter "Data") provided to the Company - as Controller under the relevant General Data Protection Regulation, as amended by Legislative Decree 101/2018 and EU Regulation 2016/679 (hereinafter jointly “Privacy Regulation”) - even during the negotiation stage, will be processed and used by the Company only in compliance with legal obligations and for purposes related to proper execution of the Order, as well as preserved in writing and/or on magnetic, electronic or telematic support.

20.2 The Supplier agrees that the consent to Data processing is considered compulsory and any refusal may determine Company's inability to discharge contract relationships.

20.3 The Supplier has the right to obtain the update, the adjustment or, when interested, the Data integration.

20.4 If the Data processing has been performed in violation of the law or their conservation, for the purposes they have been collected or lately processed, is not necessary anymore, the Supplier has the right to obtain the Data deregistration, the conversion in anonymous configuration or the lock down.

20.5 For any clarification or request the Supplier will be able to appeal to the Personal Data Holder appointed by the Company.

20.6 The Parties also acknowledge that, whether in the performance of the Services the Controller has access to or shares control with the Processor - undertakes, with the subscription of the Order, to comply with any directive made at his own charge. In full compliance with the obligations provided for in Privacy Regulation.

21. GENERAL

21.1 The Company may, but the Supplier may not assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company. Any such assignment, transfer, mortgage, charge or sub-contract shall be unreasonable withheld or delayed in the case of a subcontract proposed by the Supplier that is deemed to be materially adverse to the interests of the Company.

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) or such other address as that party may have specified to the other party in writing in accordance with this clause. Any notice or other communication sent by pre-paid first class post or other next working day delivery service or commercial courier. A notice or other communication shall be deemed to have arrived in the case of:

- delivered personally, when left at the address referred to in this clause 21.2 above; if sent by pre-paid first class post or other next working day delivery service, on the second Business Day 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 service of any proceedings or other documents in any legal action.

21.3 Any reference to a statute or statutory provision in the Contract is a reference to such statute or statutory provision as it may be in force from time to time; and

21.4 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 agent for, or to bind, the other party in any way.

22. GOVERNING LAW AND JURISDICTION

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 the Country of Italy, without prejudice 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.

Deliverables: all documents, products and materials delivered to the Company by the Supplier or its agents, suppliers, contractors or 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 set out in the Order.

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

The Supplier declares that it has read all the clauses of this Order, specifically approving, pursuant to articles 1341, paragraph 2 and 1342 civil code, the following articles: 3. Delivery of Goods; 8. Company Remedies; 10. Waiver andrenunciation; 12. Indemnity; 16. Termination; 17. Ethical Conduct and Anti-Bribery Compliance; 21. General; 22. Governing Law and Jurisdiction.

For the Supplier: