**PURCHASE ORDER**

Terms and conditions for the supply of goods and services

In these terms and conditions (Conditions 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. 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 invalid 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.

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 and/or the Company’s customer (if applicable); and
   (c) free from defects in design, materials and workmanship;

3. **Delivery of Goods**
   3.1 The Supplier shall ensure that:
   (a) the Goods are properly classified, labelled and packed in accordance with the Goods Specification (if any), together with a Certificate of Conformance;
   (b) the Supplier delivers the Goods 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, shall hold all equipment or items of whatever kind including but not limited to raw materials, samples, jigs, tools, drawings, patterns, specifications and/or data supplied by the Company to the Supplier in connection with the Goods or Services, in the Company’s possession, custody or control at its own risk, adequately insure 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 such, ensure that the Company Materials other than in accordance with the Company’s written instructions or authorisation and, at the Company’s request, return the Company Materials at the Supplier’s risk and expense. The Supplier shall comply with the relevant internal procedures referred to in the Order, as applicable.
   (d) the Goods and/or Services are free from defects in design, 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.

4. **Quality and Testing**
   4.1 The Supplier shall ensure that the Services:
   (a) the Services are free of second hand, counterfeit and/or replica parts.
   4.2 Save for any latent defects, the Company shall only be able to bring a claim for any defects in materials and workmanship before the expiry of the latter of: (i) twenty four (24) months from the date of delivery to the Company; (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.

5. **Obligations and Compliance**
   5.1 Save for any latent defects, the Company shall onl y be obliged to accept the Goods and/or Services by the Company in writing, providing all certifications, samples, jigs, tools, drawings, patterns, specifications and/or data required by the Company.
   (a) the obsolescence issue identified; (b) its impact on the performance of the Contract; (c) any actions that could be taken in mitigation (including the cost of such actions).

6. **Working at Supplier’s or Company’s Premises**
   6.1 The Supplier accepts (and shall procure) 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’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) comply with the Company’s general conditions of work on site (copies available upon request); and
   (c) meet their regulatory obligations regarding any wastes they could be required to dispose of.

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, patterns, specifications and/or data supplied by the Company in connection with the Goods or Services, in the Company’s possession, custody or control at its own risk, adequately insure 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 such, ensure that the Company Materials other than in accordance with the Company’s written instructions or authorisation and, at the Company’s request, return the Company Materials at the Supplier’s risk and expense. The Supplier shall indemnify the Company against all loss of or damage to Company Materials, remain liable therefor whilst it is in the Supplier’s possession, custody or control. The Company may at any time request the right to inspect the Company Materials to ensure they are the exclusive property of 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 16;
   (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods;
   (c) to claim damages, or the whole or part of 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;
   (e) to claim damages for any additional costs, loss or expense incurred by the Company and/or any party 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 the Supplier has paid for the Goods, or at the Supplier’s risk and expense.

9. **Any Goods or Services not delivered by the applicable date, the Company may, at its option, claim or
10.4 The payment is only to 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 Goods and/or Services are provided (as per the Orders), and for an amount that is suitable to cover any liabilities that may arise under or in connection with the Contract, and shall, on the occasion of the Supplier committing a breach of any of the obligations set out in this clause, immediately return all Deliverables whether or not then complete, and 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 all Intellectual Property Rights arising out of, or in connection with any claim made against the Company: (i) in respect of Goods, save as otherwise agreed, the invoices shall be sent in unnodifiable pdf format to the e-mail address fornitori@telespazio.com and/or telespazio@firma.pisa.it; (ii) the invoices shall be in unnodifiable pdf format to the e-mail address fornitori@telespazio.com and/or telespazio@firma.pisa.it; (iii) the country of origin; (iv) export classification number; (v) the award of an export license date of issue. The Company may withhold all further payments under this Order until the Supplier suspends or ceases, or threatens to suspend or cease, to acts or omissions of the Company; (c) to property arising out of, or in connection with defects in Goods, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
(b) by reason of death, physical or mental injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
(c) by reason of the Supplier suspending or ceasing, or threatening to suspend or cease, to acts or omissions of the Supplier; (b) the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
13. INSURANCE
10.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the suppliers and subcontractors, in connection with the Goods and/or Services under the Contract, and shall deliver 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 the Company is informed of the occurrence of any event that may have been disclosed to it by the Company, its employees, agents or subcontractors, and any other information that may be required for the Company’s business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to such employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier’s obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Supplier may also disclose such of the Company’s confidential information as is necessary to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, provided that the Supplier maintains in strict confidence all the technical and commercial information and have been disclosed to it by the Company, its employees, agents or subcontractors, and any other confidential information concerning the Company’s business, its products and services which the Supplier
Subject to clause 16.3, the Company shall pay the agreed price for the Goods and/or Services on the agreed delivery date as a result of any such dispute. In the event that the Supplier is deemed unable to pay its debts; (c) the Supplier shall keep the Company indemnified against any costs, losses or expenses that are suffered or incurred by the Company as a result of or in connection with any claim made against the Company: (a) for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods and/or Services; (b) the award of an export license date of issue. The Company may withhold all further payments under this Order until the Supplier has fully complied with its obligations under this clause 13.2 and clause 14 (Confidentiality).
15. EXPORT LICENCES AND CONSENTS
13.1 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 Service, and shall not release the same to any third party. 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 all confidential information to the Company on request. 14. CONFIDENTIALITY
14.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, proprietary information and confidential information of the Company and any consequential loss. The Supplier agrees to accept such sum in full and final satisfaction of all claims arising out of 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. TERMINATION
16.1 Without limiting its other rights or remedies, the Company may terminate the Contract forthwith and in any event will have the right to take such immediate action as it considers necessary, 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 return to the Company all Goods and/or Services (and any payments paid by the Company to the Supplier relating to the Contract (or part thereof)) so terminated.
16.2 The Company may terminate the Contract at any time, and subject to 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 exceed seven (7) calendar days.
15.2 Should the Supplier not be able to deliver the Goods and/or Services on the agreed delivery date as a result of non-availability of any export licences and/or consents from the Company, 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 losses, costs, expenses, penalties, and fines suffered or incurred by the Company arising out of or in connection with such delays save where such failure and/or delay is beyond the reasonable control of the Supplier.
16.3 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) falls to remedy that breach within fifteen (15) days of receipt of notice in writing to do so;
(b) the Supplier is unable to pay its debts as they fall due or is deemed unable to pay its debts;
(c) the Supplier enters into a compromise or composition with its creditors or it enters into liquidation or it suffers the appointment of a receiver or administrator or a company; (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 suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business, and the winding up or dissolution of 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 arising, shall not affect any of the parties’ rights and remedies in respect of any work completed, delivered and return all Company Materials. Until they have been returned or delivered, the Supplier shall be solely
13. The Supplier shall, in consideration of the supply of Goods and/or Services, indemnify, and hold harmless, the Company against and/or in respect of any claim for damages or expenses, including but not limited to the relevant Order number, without prejudice to the provisions set forth in article 1 of Italian law n. 205 dated 27 December 2017 about digital invoicing ("Tuturazione elettronica"); "Codice Destinatario di Telebizzò" to be used is "QWSTOR"), the invoices shall be sent in unnodifiable pdf format to the e-mail address fornitori@telespazio.com and/or telespazio@firma.pisa.it. 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 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 Company. In case the Supplier shall be payable only if accompanied by DURC (Documento Unico di Regolarità Contributiva) required by Italian law or any other equivalent certification of labour compliance required by the law, valid and effective at the date of payment.
The Company reserves the right to require, at any time, by even fax or e-mail the documentation providing the fulfillment of this clause. In the event of non-fulfillment or 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 or Processor - is in accordance with the applicable legislation. The data is collected for the purpose of, and in order to answer, to provide the Company's inability to discharge contract relationships.

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

20.3 The Company 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 refusal or brake to the Personal Data Holder appointed by the Company to comply with any directive made at his own charge. The Company shall be entitled to suspend a Contract or part thereof, or terminate it by reason of the Supplier's breach of this clause 17.

18. OFFSET OBLIGATIONS

18.1 The Company shall be entitled to suspend a Contract if any applicable law such as anti-bribery and anti-corruption including but not limited to Law 231/2001 as amended from time to time; and

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 General Use of all offset contract in relation with the Order.

(c) the national law and regulations of the Supplier may be in force from time to time; and

21. GENERAL

21.1 The Company may, but the Supplier shall not assign, transfer, mortgage, charge, subcontract, 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 disposal of any Data Protection Act or equivalent and, in any event, to the fullest extent permitted by law, any part or any other right or remedy.

21.2 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or any other legal relationship whereby either shall have authority to act as agent for, or to bind, the other party in any way.

21.3 A person who is not a party to the Contract shall not have any rights or obligations under this Contract or any of the Services.

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 Italy and each party irrevocably submits to the exclusive jurisdiction of the court of Rome, Italy.

23. DEFINITIONS

Draft 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 certifying that the Goods supplied conform to the Goods Specification.

Deliverables: all documents, products and materials delivered by the Supplier in connection with this clause and as such included in this clause orsubmitted in accordance with the Relevant Regulations or otherwise, or 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 time if:

(d) 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 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 service of any proceedings or other documents in any legal action.

The Supplier shall declare 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 Remittances; 10. Charges and Penalties; 12. Indemnity; 16. Termination; 17. Ethical Conduct and Anti-Bribery Compliance; 21. General; 22. Governing Law and Jurisdiction.