

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. APPLICATION - 1.1. The General Purchase Conditions set out below apply to Orders issued and/or to Purchase Agreements entered into by the Principal relating to the sale/supply of Goods and/or Services by the Supplier. The following provisions also apply to offers, where offers are concerned. **1.2.** Any modifications and/or additions and/or integrations, as well as any conditions of sale/supply of Goods and/or Services by the Supplier different in whole or in part from the General Purchase Conditions and Particular Conditions referred to in the Order and/or to the Purchase Agreement, will be valid only in the case of specific written acceptance by the Principal.

2. OFFERS - Offers are binding for the Supplier and do not entail any compensation, remuneration and reimbursement of expenses for the Supplier, unless an express provision is made and accepted in writing by the Principal.

3. METHODS FOR PLACING AND ACCEPTING ORDERS - Orders and acceptance and cancellation thereof, as well as any type of correspondence, can be sent by fax, e-mail and/or registered letter with return receipt.

4. VALIDITY, EFFECTS AND ACCEPTANCE OF ORDERS - Orders are binding and accepted by the Supplier unless they are refused by the Supplier within 7 working days of their date of receipt. Should the Supplier not accept the Order within 10 working days of its receipt, the Principal will have the right to cancel it.

5. ORDER TERMINATION - 5.1. The Principal will have the right to cancel the Purchase Order, including by fax, without paying any penalty to the Supplier, (a) before the confirmation/acceptance of the Order by the Supplier pursuant to art. 4. above, and/or (b) upon the occurrence of one of the following: the Supplier does not deliver the Goods and/or does not provide the Services within the supply terms and the delay lasts for more than 10 (ten) days without having been approved by the Principal; (ii) the Supplier does not respect warranty commitments; (iii) the Supplier is found to be in breach of the obligations mentioned in this General Purchase Conditions document and/or the Special Conditions mentioned in the Order and such breach is not remedied within 10 (ten) days of the receipt of the Principal's written notification of non-compliance; (iv) the Supplier becomes subject to insolvency, bankruptcy or similar proceedings; (v) an event which constitutes force majeure according to art. 14 below, leading to a delay of more than 2 weeks from the established delivery date, whether the event has affected the Supplier or the event has affected the Principal. **5.2.** The Principal reserves the right to withdraw from the order, at any time, by registered letter with return receipt or by fax sent to the Supplier with 15 (fifteen) days' notice; said right does entitle the Principal to request any compensation. The Principal will honour the payment for all that has been done correctly by the Supplier up to that date and according to the price and conditions of the order. **5.3.** The Principal may resolve the contract in case of serious misconduct without notice by giving notifying the Supplier in writing via registered letter with return receipt, should the Supplier be in breach of any of the obligations referred to in the following articles: Terms for delivery deadlines and penalty clause; Compliance with Laws, Regulations and Rules; Prohibition against



subcontracting; DURC Certification; Confidentiality; Prohibition from transferring orders and credits.

6. PRICE AND BILLING - 6.1. The price is shown in the issued Order and/or in the Principal's Purchase Agreement(s) as accepted by the Supplier pursuant to art.4. The price is fixed and not subject to changes (notwithstanding any applicable legislation), purely by way of example and not exhaustive even in the event of changes in the price of raw materials and/or labour costs. **6.2.** Invoices must be issued and sent as agreed upon between parties. They must include the Order and/or Contract number, the Transport document number and/or an attached copy of the certificate of acceptance of the service provisions prepared by the Principal's technical contact person. Invoices will be returned to the Supplier before payment to make the necessary adjustments in the following circumstances: where the invoice does not correspond to Goods received and/or Orders accepted by the Principal in accordance with art. 4; where the invoice does not correspond to the actual Services provided by the Supplier and/or to Services which comply with the provisions set out in the General Purchase Conditions or with the Special Conditions mentioned in the Order and/or referred to in the Contract; where the invoice does not comply with the provisions of the law or where the "Service Acceptance" certificate has not been attached. **6.3.** The Supplier undertakes to return the rectified invoices to the Principal in accordance with the law. The Principal reserves the right to specify the terms within which the Supplier must make amendments to non-compliant invoices, in accordance with the Principal's own the administrative and accounting procedures. Should the Principal not receive the amended invoices within the terms of the law (i.e. those set out in accordance to their administrative and accounting procedures), the Supplier henceforth accepts that the Principal will be able to issue self-billed invoices or other transfer documents in accordance with applicable legislation; the Supplier undertakes to recognise and include the Principal's terms in its own accounting system. **6.4.** The Supplier agrees that, in the event of a dispute and, therefore, of any delays in payments (even partial), late payment interest at the increased interest rate will not be applied to the Principal pursuant to the applicable suppletive law.

7. TERMS FOR THE SUPPLY OF GOODS AND/OR SERVICES - 7.1 The terms for the delivery of Goods and/or the delivery/supply of Services are essential. In the event of non-compliance with said terms, the Supplier accepts that the Principal has every right, including the right to compensation for all damages, as well as the right to terminate the Contract for non-fulfilment. **7.2** Should the Supplier not respect the deadlines, a penalty of 1% of the total amount for each day of delay up to a maximum of 10% will be applied. In any event, where supplies have been ordered and not delivered within the deadline, the Principal may deem the order automatically terminated in case of misconduct of the Supplier, and obtain said supplies from other suppliers, but without prejudice to their right to claim compensation for damages and to recover any additional costs incurred as a result of purchasing supplies from other sources.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY - 8.1. The Supplier guarantees that all parts of the Goods supplied shall not infringe any patents, licences, industrial patent rights, models, designs, copyrights or any other third party intellectual or



industrial property rights. **8.2.** The Supplier guarantees that they are fully entitled to use, manufacture, and sell the Goods to be supplied and that the Principal will have the full right to use and/or install and/or incorporate and/or resell said Goods. **8.3.** The Supplier guarantees that the Services provided do not directly or indirectly infringe any third party patents, licenses, industrial patent rights, know-how. **8.4.** The Supplier agrees to hold the Principal harmless from any request/complaint and/or action for the violation of intellectual or industrial property rights and for the exploitation of know-how, and to pay all costs incurred by the Principal for its defence in the event of such request or action, as well as to compensate the Principal for any damages, losses or injuries suffered as a direct or indirect consequence of such request/complaint or action.

9. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY - 9.1. Any data, design, machinery or other material and information that is (i) provided by the Principal; or (ii) provided by the Supplier but paid for by the Principal as part of the Purchase Price of the Goods; or (iii) provided by the Principal in order to allow the provision of the Service; or (iv) which the Supplier indirectly learns about during Service provision in any way; are and will be considered to be the exclusive property of the Principal, and are and will be considered private and confidential Principal information. **9.2.** The Supplier undertakes to keep all the material and information referred to in the previous provision strictly confidential, as well as any other confidential material or information owned by the Principal, and undertakes to avoid any communication or release of such materials and information to third parties (including any subcontractors), without the Principal's prior written consent. **9.3.** Any advertising information or written and oral communication concerning the Order or its details is subject to the Principal's prior written consent. **9.4.** The Supplier undertakes to comply and to enforce third party compliance (including subcontractors) in holding the Principal harmless against any violation of secrecy, privacy and confidentiality. The Supplier also undertakes to comply and to enforce third party compliance with the Telespazio Information Security Management System, whose documentation can be accessed at Telespazio 's Quality offices.

10. NON-COMPETE OBLIGATION - The Supplier undertakes not to formulate offers, directly or indirectly through third parties, to the Principal's clients and/or perform services that are in competition with those formulated and/or provided by the Principal for the territory of Belgium and during the term of the collaboration with the Principal. The Supplier also undertakes not to present customers with solutions competing with those identified in this agreement.

11. FORCE MAJEURE - None of the Parties will be held responsible for delays or defaults resulting from an event or circumstance beyond their reasonable control, including, but not limited to, accidents, unforeseeable circumstances, pandemic, strikes, terrorist attacks, acts against the State, earthquakes, fires, floods, trade union disputes, riots, civil unrest, wars (declared or undeclared) or actions or requests by the government or governmental authorities. After becoming aware of the cause of the delay in question, the Party delayed by a Force Majeure event shall, as soon as possible, notify the other Party of the delay and justify it in writing.



12. APPLICABLE LAW, DISPUTES AND SOLE COURT - Belgian law applies. In the event of disputes, the Parties must attempt an amicable settlement which must be concluded within a maximum period of 30 days from the date on which the interested party has notified the other of the emergence of the dispute and the need to resolve it. In the event of a failure to reach an amicable settlement, the only competent jurisdiction will be that of the Belgian state, the sole place of jurisdiction shall be Brussels in French.

13. MISCELLANEOUS - 13.1. Partial invalidity - In the event that one or more clauses of these General Purchase Conditions or of those referred to in the Order and/or contract, prove to be, for any reason null, cancelled, invalid, illegal or inapplicable on any basis, they will be unwritten and this will not affect the validity and applicability of any other provision. **13.2. Compliance with laws and regulations** - The Supplier undertakes to acknowledge and fully comply with every law, decree and regulation issued by local authorities or by other authorities, and every rule and regulation issued by private or public organisations which concerns its activity around the fulfilment of the Purchase Order. The Supplier will also have to bear the economic and/or administrative consequences suffered by the Principal as a consequence of the failure by the Supplier,



its personnel, its agents or manufacturers, to comply with the aforementioned provisions of the laws, decrees, regulations or other texts. **13.3. Acquiescence** - The renunciation of a Party to exercise its rights in the event of a breach by the other Party will not constitute a waiver for any subsequent breach. The fact that one of the Parties does not enforce a term or condition referred to in the General and/or specific Conditions does not constitute a waiver of this term or condition, and will not limit the right to enforce this term or condition at a later date. **13.4. Subcontractors** - Without receiving the Principal's full written consent, the Supplier, shall not directly or indirectly entrust the fulfilment of the Purchase Order and/or supply of Services to subcontractors at any level. The Supplier shall indemnify and hold the Principal harmless from all possible compensation claims by its contractors or suppliers. **13.5. Transfers** - The Purchase Order cannot be transferred without the Principal's prior written consent, with the exception of transfer to the Parties' subsidiaries or affiliates or to a universal successor of the Parties. **13.6.** The Supplier may in no case assign or transfer, in whole or in part, the credits deriving from this order to others unless the transfer has been previously agreed upon and authorised in writing by the Principal. In case of change of control within the Supplier without prior written approval of the Principal, the Supplier shall have to pay a financial compensation of 100.000 euros to the Principal. **13.7.** The risks inherent to the supply of the materials and equipment to be supplied are transferred to the Principal at the time of the end Client's positive testing of the overall system, to be carried out alongside the Principal's technical structure. **13.8. Inspections** - The Supplier agrees that, during the execution of the Order, the Principal will have the right to access the Supplier's premises to verify the manufacturing process or to give special instructions, as well as to check or test the Goods ordered, using the control and testing tools in the Supplier's premises. The conditions and modalities of such inspections will be agreed by the Parties in advance. These inspections will in no case reduce the Supplier's liability (and the guarantees provided) towards the Principal. The requirements for all orders relating to supplies for the Defence Administration can be submitted to the Government Quality Assurance process. Telespazio will notify every operation of the Government Assurance processes performed on the Supplier's premises. **13.9.** Once accreditation has been received by the Principal, the Supplier will be prohibited from replacing the staff responsible for carrying out the activities covered by this contract. In the event of unexpected needs, including those of a technical and economic nature, the Supplier shall provide three months' written notice, by means of a registered letter with return receipt or by fax. The replacement will take place upon the Principal's written acceptance. Should the Principal accept the replacement and for a period of once month from the date of acceptance of the replacement, the substituting member of staff of the Supplier will shadow the member of staff they are due to replace to carry out the activities mentioned in this contract free of charge. The Principal reserves the right to request, at any time and at its sole discretion, the removal or replacement of one or more collaborators who are not to its satisfaction. The Principal's structure dealing with the order shall be able to release the resource through formal communication with a notice period of 7 calendar days.



14. OBSERVANCE OF ENVIRONMENTAL LAWS, RULES AND REGULATIONS

14.1 - The Supplier undertakes, under its sole responsibility, to comply with the laws and to observe all the regulations, norms and prescriptions set forth by competent Authorities with regard to employment contracts, health, safety and hygiene at work, use and control of products and/or equipment deemed dangerous or harmful to humans and the environment, and anything else that may affect the execution of the order. All the provisions prescribed by applicable legislation with regard to the transport and/or disposal of waste must be observed and enforced. Lastly, all costs of an economic, tax, social security, insurance and of any other nature are payable by the Supplier in compliance with the laws and regulations in force. The Supplier undertakes to hold the Principal harmless from any claim that may be made for any reason against the latter by the personnel (employees, collaborators) employed to carry out the assignment.

15. ENVIRONMENTAL PROTECTION AND SAFETY IN THE WORKPLACE 15.1 -

The Supplier undertakes to remove all residual "waste" materials arising from the services relating to this contract (scraps, resulting materials, packaging etc.) classifiable as special waste and/or packaging waste, from the company's premises, plants or outbuildings, and, consequently, to comply punctually and rigorously with the existing legislation and subsequent amendments, regarding waste, hazardous waste and packaging waste. The above waste removal operations must be carried out daily; weekly removal is allowed if the work area is physically isolated from other work environments in which the staff operates, and provided that any accumulation does not involve other safety or hygiene risks to the premises. In any case, at the end of the services, all the waste/residues produced must be removed. In the event of a request from the Principal, the Supplier undertakes to provide adequate documentation relating to the final destination of the aforementioned waste. The packaging needed to transport the goods relating to the supply in question must be made and managed in line with the principles and objectives prescribed by the applicable law. The Supplier also undertakes, in accordance with the applicable law and subsequent amendments, to observe and enforce, among its employees and third parties, the provisions laid out in Telespazio's Management System for Workplace Health and Safety, available at Telespazio's Quality offices, as well as all the provisions regarding harmful agents and in particular against the risks associated with exposure to lead, asbestos and noise.

15.2. The supplier undertakes to provide products and services free of radioactive, toxic, harmful or polluting substances, or products and services which may acquire such properties through use; it also undertakes to install/supply equipment which is compliant with European safety standards, CE marked and which contains no dangerous substances or preparations. The chemicals used to make the products, which may be identified in this Purchase Order or supplied as specified herein, must comply with REACH regulation. In addition, the supplier undertakes to ensure that these products comply with current laws on safety and hygiene in the workplace. Products containing dangerous substances must be delivered alongside the product's safety data sheet according to the applicable law and subsequent amendments.



16. ETHICAL CODE AND ORGANISATIONAL MODEL Pursuant to Legislative Decree n. 231/ 2001 - 16.1. The Supplier is aware that Telespazio has adopted and implements an Organisation, Management and Control Model, and has adopted its Code of Ethics and Disciplinary System; the Supplier declares to have read and understood said document, accessible through the company's website. The Supplier undertakes to adhere to the principles of the aforementioned Organisation, Management and Control Model and its annexes and to respect its contents, principles, and procedures and, in general, to refrain from any conduct which may constitute an offence according to the applicable law and its subsequent amendments and additions. It also undertakes to respect all the principles contained in the aforementioned documentation and the behavioural Protocols provided by Telespazio pursuant to the applicable law, and to enforce them among its collaborators and employees. Should the Supplier make use of third parties for the performance of the contract, it undertakes to constantly check that they meet legal requirements regarding the environment and workplace health and safety. The violation of the rules set out in the aforementioned documents will constitute a serious contractual breach. Telespazio has the right to verify compliance, including at the Supplier's premises, with the legislation on environmental protection workplace health and safety. The Supplier shall hereon indemnify Telespazio for any sanctions or damages that may arise as a consequence of the violation of the applicable law, whether by the Supplier itself or by any auxiliaries or collaborators. **16.2** Should the Supplier or any of its collaborators violate the precepts mentioned in the previous point or should the Supplier or its collaborators commit offences identified in the applicable law, Telespazio may resolve this Purchase Order by registered letter with return receipt or PEC (certified email). The termination will have immediate effect from the date notice is received, without prejudice to the right to take action for compensation for any damages. **16.3** The Supplier undertakes to report violations of the model described hereabove to the Telespazio Supervisory Body, according to procedures laid out in the Code of Ethics and in the Protocols annexed to the contract.

17. CASH FLOW

TRACEABILITY 17.1. Pursuant to Art. 3 of Law No. 136 of 13 August 2010, the Supplier assumes cash flow and legal flow traceability obligations referenced in the aforementioned law, on penalty of absolute nullity of this purchase order. **17.2** This purchase order shall be automatically terminated with immediate effect in all cases where financial transactions relating to the order are carried out without using a bank or postal transfer, or without using dedicated accounts intended to record all incoming and outgoing financial movements, in execution of the obligations laid out in this purchase order. **17.3** The Supplier undertakes to communicate to the processing Company the identification details of the dedicated current accounts, as well as the identification details and tax codes of the persons authorised to operate them, within 7 (seven) days of their activation. **17.4** The same provisions also apply to pre-existing bank or post office accounts, subsequently dedicated to public contracts. In this case, the period starts on declaration of the date the account will become destined to public contracts. **17.5** The Parties agree that any payment relating to this purchase order shall remain suspended until the dedicated current account is communicated and deemed



to comply with all legal requirements; the Parties consequently renounce any claim or compensation action, or any action aimed at obtaining payment and/or relative interests and/or accessories. **17.6** Should the Supplier become aware of its sub-suppliers non-fulfilment of the financial traceability obligations pursuant to the applicable law, it undertakes to immediately terminate the relevant contractual relationship and to simultaneously inform the Principal. **17.7** The Principal undertakes to verify, on penalty of absolute nullity the contract between the Principal and the Supplier, that a specific clause where both parties assume financial flow traceability obligations pursuant to the applicable law is included in the purchase orders signed by the Supplier and by any of its subcontractors who are in any way involved in the execution of the services covered herein. **17.8** The CIG code (tender identification code) and/or the unique project code (CUP) will be entered in the purchase order and/or sent by registered letter.