

General Purchase Conditions - rev.5 valid from July 31st, 2026

1. Application and Interpretation

1.1 Each purchase order issued by Italtel S.p.A. (hereinafter also "Italtel") to its supplier (hereinafter also "Supplier" or "Suppliers") and accepted by it (hereinafter "Order"), except as otherwise agreed by the Parties (hereinafter Italtel and the Supplier shall be jointly referred to as the "Parties"), shall be governed by these **General Purchase Conditions** which, together with the attached **General Conditions for Product Purchase** (Annex A) and **General Conditions for Service Purchase** (Annex B) (hereinafter the General Purchase Conditions, the General Conditions for Product Purchase and the General Conditions for Service Purchase shall be jointly referred to as the "**General Conditions**"), are an integral and substantial part of the Order.

1.2 Except as otherwise specified and/or specifically agreed in writing by the Parties, in case of conflict between the above-mentioned contractual documents, priority shall be given thereto according to the following hierarchical order:

1. Special or specific conditions that may be set out in the Order (including its technical and economic annexes).
2. General Service Conditions and/or General Product Conditions
3. General Purchase Conditions

1.3 Any conditions prepared by the Supplier and included in offers, letters and any other document, however called, even if attached to the Order, including Order confirmations, which deviate from or are incompatible with these General Conditions and/or with any special conditions indicated by Italtel in the Order itself, shall be null and void, unless Italtel expressly accepts the deviating conditions in writing by means of specific and appropriate documents.

1.4 Should one or more clauses of these General Conditions be or be declared invalid, the validity of their remaining clauses shall not be affected. The Parties shall replace the invalid clause with a new clause, which shall in any event be consistent as far as possible with the economic purpose pursued by the former clause.

1.5 The provisions of these General Conditions shall be deemed to be superseded, amended or automatically repealed if their contents are in conflict with supervening Laws.

1.6 This edition of the General Conditions shall apply to all new contractual relationships concluded by Italtel with Suppliers as from the date of their publication.

Italtel has made the General Conditions known:

- by making them available for viewing or copying at each Italtel office;
- by informing all Suppliers of the adoption of this edition of the General Conditions.
- by publishing the updated document on the company website (www.italtel.com)

2. Order and Acceptance

2.1 The Order is the sole document authorizing the Supplier to start supplying products (hereinafter "Products" or "Product") or services (hereinafter "Services" or "Service"). Supplies made, in whole or in part, without having been formally requested under a regular Order, shall not be accepted, nor shall they constitute grounds for any claim or right on the part of the Supplier.

2.2 The Supplier shall confirm the Order in writing by returning the order confirmation duly signed for acceptance within ten days from Order receipt.

2.3 In the absence of the said written confirmation, the Order shall be deemed tacitly accepted if the Supplier:

- a) does not raise objections and/or ask changes within 10 days from receipt of the Order, or

- b) engages in conclusive behavior such as: delivering or making available the Product, or starting the execution of the Service.

3. Delivery, Title and Risk

3.1 All Products and/or Services shall be supplied in the manner, time and place specified in the Order (hereinafter "Delivery"). The terms set forth in the Order and its specifications are of the essence within the meaning of Article 1457 of the Italian Civil Code. Except as otherwise agreed in writing between the Parties, the subject of the Order shall be sent "delivered duty paid; packaging included; insurance and customs clearance paid by the Supplier"; hence, the Products shall travel for and at the Supplier's risk and, except as otherwise agreed by the Parties in writing, the risk relating to the Products shall pass from the Supplier to Italtel only upon their Delivery/receipt. Retention of title in favour of the Supplier is expressly excluded.

3.2 All specific conditions of Delivery, Title and Risk are detailed in the following annexes:

- General Product Conditions (Annex A)
- General Service Conditions (Annex B)

4. Checks and Inspections

4.1 The Supplier undertakes to supply the Products and Services in accordance with the Technical Specifications and/or the CTF (Technical Supply Specifications, from the Italian *Capitolato Tecnico di Fornitura*). To verify such compliance, Italtel may inspect, or have third parties inspect, the Products ordered, possibly rejecting any defective supplies.

4.2 The said inspections may take place, at Italtel's discretion, either at the premises of the Supplier and its sub-suppliers, if any, before Delivery and with at least 10 (ten) days' written notice, or within and not later than 40 (forty) days from receipt of the Products at their destination. Without prejudice to the fact that the Supplier shall, to this end, enter a special contractual clause in all its agreements with its suppliers, consistent with the present one, any inspection carried out before or after Delivery, and/or any approval by Italtel of specifications, drawings, samples or other descriptions of the Products made by the Supplier, shall not affect Italtel's right to reject the Products where it believes they are defective.

5. Prices

5.1 The Supplier declares that the price applied takes due account of the place(s) and/or time(s) for Product or Service Delivery as well as of the circumstances and risks connected therewith which might affect Order fulfilment and price-setting.

5.2 The prices set out in the Order, which are to be understood as maximum reference prices, except as otherwise agreed in writing, include all charges, taxes (excluding VAT unless otherwise agreed), expenses, delivery, transport, insurance costs and indemnities of any kind and all risks connected with Order performance, in accordance with the established requirements, obligations and terms, even where payable to third parties, entities or authorities. The agreed prices, which are deemed remunerative by the Supplier, are understood to be fixed and invariable for the entire duration of the supply, irrespective of any supervening costs not attributable to defects, errors and omissions of the Supplier.

5.3 Except as otherwise agreed, the Supplier shall bear all shipping costs for delivery, whether in case of a first delivery or of a delivery for repair/testing purposes.

6. Delivery, Invoicing and Payment Terms; Subcontracting Authorisation and Financial Flows

- 6.1** The Delivery terms agreed upon between Italtel and the Supplier are set out in the Annexes referred to in point 3.2 of these General Conditions.
- 6.2** Payments shall be made by bank transfer at the payment terms and conditions set out in the Order itself, after Delivery, subject to the issuance of a regular invoice by the Supplier, and upon Italtel's relevant approval.
- 6.3** Any other forms and methods of payment must be authorised and specified in the Order.
- 6.4** The Supplier shall only be authorised to issue an invoice to Italtel if the delivery conditions set out in the Annexes referred to in point 3.2 have been met. In particular, in the case of Service supply, the Supplier may send the invoice only after receiving Italtel's approval of the Declaration of Service Supply (or End of Work), to be issued by the Supplier to the Italtel function that commissioned the Services, as indicated in the Order itself.
- 6.5** The Supplier's invoices shall be made out to:

Italtel S.p.A.
Via Caldera, 21
20153 Milan
Tax code/VAT no. 15882821000
Recipient Code: MJEGRSK

- 6.6** Each invoice shall state the Order number, the Order date, the Order position, the Products delivered, or the value of the Services supplied, and the Delivery date. VAT and other taxes shall be indicated in accordance with the law.
- 6.7** The Supplier acknowledges that Italtel may indicate in the Order one or more CIG codes (Tender Identification Code from the Italian *Codice Identificazione Gara*) and/or, where applicable, CUP codes (Single Project Code from the Italian *Codice Unico Progetto*). Where such CIG and/or CUP codes are included in the Order, the Supplier expressly acknowledges that it will act as a subcontractor of Italtel within the scope of a contract entered into by the latter with a Public Administration, thereby assuming all liabilities attributable thereto for such qualification.
- 6.8** The Supplier acknowledges the current regulations on public contracts, in particular Legislative Decree no. 36/2023 as amended, as well as the requirements, limitations, obligations and consequences deriving therefrom (Public Procurement Regulations) and is aware that if the Supplier is indicated as Italtel's subcontractor under a contract regulated by the Public Procurement Regulations, the Order's effectiveness is conditional upon the issue by the relevant Principal/Contracting Authority of a prior subcontracting authorisation pursuant to the applicable regulations. Therefore, the Order shall have no effect between the Parties until this condition precedent is met. If the Principal/Contracting Authority's authorisation is not granted within 120 (one hundred and twenty) days from Order acceptance, the Order shall be deemed to be resolved by operation of law and the Supplier shall not be entitled, by reason and as a result thereof, to claim any compensation and/or indemnity and/or anything else for whatever reason and/or title.
- 6.9** Should the Principal/Contracting Authority revoke its previously granted subcontracting authorisation or should the latter no longer apply, the Order shall be deemed automatically terminated with immediate effect, without the need for any further communication between the Parties. In this case, the Supplier hereby waives any claims for damages and/or compensation.
- 6.10** In the case of point 6.7 above, the Parties undertake to duly comply with Law no. 136 of 13 August 2010, as amended, on the traceability of financial flows, including the obligation of disclosure under Article 3, paragraph 8, last sentence, of the same Law.

6.11 The Order shall be terminated by operation of law if the relevant transactions are carried out without banks or the Italian Postal Service pursuant to Law no. 136 of 13 August 2010.

6.12 Each invoice issued by the Supplier shall indicate the relevant Order, the CIG and/or the CUP, and Italtel shall send the relevant payment to the Supplier's bank or postal account dedicated, even if not exclusively, thereto, by bank or postal transfer or using any other means that ensures the full traceability of transactions, expressly indicating the CIG and (where applicable) the CUP.

6.13 The Supplier shall give Italtel the details of the current account referred to in the previous paragraph as well as of the parties delegated to manage the same and shall inform Italtel within 7 (seven) days of any changes occurring during the term of the Order both in relation to such current account and its delegated parties.

7. Warranties

7.1 The Supplier warrants that the Products and/or Services supplied:

- i. are new, free from defects, original or supervening flaws, and fit for the use for which they are supplied;
- ii. comply with the specifications set out in the Order and provided by Italtel in connection therewith and/or the technical specifications of the Product/Service set out in the Supplier's catalogue;
- iii. comply with the laws, licensing and registration requirements in force at the place of Delivery and in other territories indicated by Italtel, as well as with all directives and regulations in force in the European Union.

7.2 Acceptance of late, incomplete or defective deliveries, or payment of the relevant invoices, shall not amount to a waiver by Italtel of its rights and remedies under these warranties, the applicable regulations and these General Conditions.

7.3 In the event of a breach of the warranties referred to in the previous point, Italtel may, at its discretion, demand the immediate replacement of the Products free of charge or the elimination of the defect. Should the Supplier be unable to meet Italtel's demands, Italtel may remedy the defects and/or repair the damage at the Supplier's cost. In any case, all other rights arising from the aforementioned breach, such as, by way of example, the right to claim compensation, shall remain unaffected.

7.4 The above warranties shall be effective for 12 (twelve) months from the date of Delivery, without prejudice to the application in individual cases of longer terms negotiated with the Supplier or arising from law or custom.

8. Liability and Insurance

8.1 The Supplier shall be liable for any injury or death of persons and/or any damage to Italtel's and third parties' property resulting from any breach of the General Conditions, from product liability or acts of the Supplier's personnel or of third parties to whom the Supplier has subcontracted Order performance. The Supplier undertakes to indemnify and hold Italtel harmless from and against any liability resulting from the above facts. In particular, the Supplier:

- (i) shall be liable to Italtel and shall indemnify Italtel, its employees, shareholders, partners, agents and representatives from and against any and all claims, direct and indirect damages, losses and expenses (including, but not only, any loss of profits and/or damage to reputation, legal expenses and fees, penalties imposed by the relevant authorities) suffered or incurred by Italtel, its employees, shareholders, partners, agents or representatives as a result of or in relation to (i) any act, decision or omission of the Supplier or its employees, representatives or

subcontractors in breach of its obligations under the Law, the Order or the General Conditions and (ii) any breach by the Supplier of any representations and warranties made by it in respect of the Order and the General Conditions.

(ii) shall hold harmless and indemnify Italtel, its employees, shareholders, partners, agents or representatives from and against any and all claims, damages, losses and expenses (including, but not only, any loss of profits and/or damage to reputation, legal expenses and fees, penalties imposed by the competent authorities) suffered or incurred by Italtel, its employees, shareholders, partners and representatives as a result of or in relation to any third party claims (including claims made by any Authority) or legal proceedings of any nature whatsoever, relating to the Supplier or as a result of or in relation to the Order.

8.2 The Supplier shall maintain appropriate insurance cover, provided by a first-class insurance company, against any risks arising from the breach of these General Conditions. Should the Order indicate a ceiling, which shall not be lower than the value of each Order, said ceiling shall be complied with by the Supplier.

8.3 Should the Supplier fail to fulfil this obligation, Italtel may directly take out the relevant insurance policy for the Supplier, charging the corresponding cost to the latter. At Italtel's request, the Supplier shall produce the insurance policy and shall ensure that the insurance is registered jointly in the name of the Supplier and Italtel and, in any case, that Italtel appears in the insurance policy as a beneficiary.

9. Changes to Supply

9.1 Italtel may request the Supplier in writing at any time to make changes to the Order.

9.2 If the Supplier believes that it is entitled to additional remuneration for such changes or that the latter are such as to jeopardise due fulfilment of its contractual obligations, it shall inform Italtel in writing within 7 (seven) days from receipt of Italtel's written request for change. Failing this, any claim by the Supplier for additional remuneration shall be deemed null and void.

9.3 Upon receipt of a regular request for additional remuneration, Italtel will consider whether or not to proceed with changing the contractual conditions. If so, new conditions may be agreed between the Parties.

10. Miscellaneous Licences and Authorisations

10.1 All charges connected with licences or authorisations for the construction and sale of the Products and/or Services covered by the supply shall be borne exclusively by the Supplier.

11. Intellectual Property Rights/Third Party Rights

11.1 Pursuant to and for the purposes of these General Conditions, "Rights" shall mean patent rights, copyrights, registered and unregistered trademark rights, rights to utility models and any other intellectual property rights laid down in any national legal system.

11.2 If the Products/Services are produced or supplied according to Italtel's designs or specifications or if the Supplier provides designs or improvements to Italtel, Italtel shall be the owner of all the Rights relating to such supplied Products, designs or improvements (hereinafter referred to as "Improvements"). The Supplier shall promptly inform Italtel of all Improvements and shall take all necessary steps, at Italtel's cost and subject to Italtel's prior agreement, to ensure that Italtel or its assignees are the owners of such rights. Improvements also include information, knowledge, ideas, designs, materials, inventions and expressions of ideas produced by the Supplier (and its agents or employees) in connection with the Order.

11.3 The Supplier warrants that no rights (including third-party rights) will be infringed or otherwise affected by the supply of the Products or Services. The Supplier shall indemnify and hold Italtel harmless from and against any liability and damage arising from the use or possession of the Products and Services supplied thereby. The indemnity shall include all expenses and costs incurred by Italtel as a result of any action brought by third parties. All products, samples, documents and information of Italtel provided to the Supplier and all related rights of Italtel shall remain the property of Italtel and/or the Italtel Group; in particular Italtel reserves all the Rights defined above. Their use by the Supplier is permitted only within the limits provided for in the Order or any other written agreement between the Parties.

12. Subcontracting and Subsupply

12.1 The Supplier may not entrust third parties with the supply of the Products/Services indicated in each Order without the prior written consent of Italtel. In any case, the Supplier shall continue to be accountable for Order fulfilment.

13. Order Assignment

13.1 The Order may not be assigned by the Supplier to a third party, either in part or in full, without Italtel's formal written authorisation. In any case, the Supplier shall be fully accountable to Italtel in case of the assignee's non-compliance with the obligations assumed by the Supplier and shall remain the guarantor of the assignee's performance of its obligations under the Order.

13.2 Subject to prior notice, Italtel may, at its discretion and at any time, assign or transfer the Orders to companies and/or entities within the Italtel Group.

14. No Credit Assignment

14.1 It is expressly forbidden to assign, in whole or in part, in any capacity and form whatsoever, the credits deriving from the Order without Italtel's prior written consent.

14.2 At its sole discretion, Italtel may set off any amounts due to the Supplier against any credits owed to the Supplier for any reason whatsoever, even outside the contractual relationship referred to in the Order.

15. Confidentiality

15.1 The Supplier undertakes for itself and for its employees and/or external consultants to take every precaution to ensure that all information concerning Italtel that is acquired thereby during Order performance is not disclosed or used for purposes other than to fulfil the Order. Such information shall be deemed strictly confidential, unless it enters the public domain other than through the Supplier's default or following Italtel's express written authorisation for disclosure.

15.2 The Supplier undertakes not to use the name, trademark or company name of Italtel or the Italtel Group and also not to refer at any time to its business relations with Italtel or the Italtel Group for advertising, promotional or other purposes without the latter's prior written authorisation.

15.3 To this end, the Supplier shall not refer to Italtel or the Order in any press statements or other forms of publicity.

15.4 The Supplier undertakes to keep strictly confidential the Technical Supply Specifications (CTF) as well as any specifications, drawings, designs, data and any other written documents (hereinafter, "Information") made available to it by Italtel; the Supplier undertakes not to disclose such Information to third parties and to use it only for purposes related to the Order, as well as to return to Italtel all the aforementioned documents and/or data and/or specifications and/or

any other material previously provided by Italtel to the Supplier during fulfilment of the Order, together with all their copies and a written declaration that no further copies are kept at the Supplier's premises or that the same, if any, have been officially destroyed.

15.5 The Supplier acknowledges that it is unlawful to manufacture and market products based on Italtel's designs, models, samples, both for production and for spare parts of any kind or for other uses, even if they do not expressly bear Italtel's trademark.

15.6 All the aforesaid confidentiality obligations shall remain in force even after the Order has been completed or terminated for any reason whatsoever.

16. Privacy

16.1 Principles

Italtel and the Supplier, in their capacity as Data Controllers, mutually undertake to comply with the regulations on personal data protection in order to lawfully process the information to be used for Order fulfilment as well as to comply with the obligations provided for by current laws on personal data protection.

In particular, Italtel and the Supplier, while respecting the rights to personal data protection, confidentiality, freedom and the fundamental rights of third party beneficiaries, undertake:

- to use personal data only insofar as they are absolutely necessary for the purposes of the Order and to use only data relevant thereto;
- to keep such data in a form that enables the identification of the person concerned for a period of time not exceeding that necessary to fulfil the Order and the related legal obligations;
- to process data in a lawful, fair and transparent manner, in accordance with Article 5 of European Regulation 679/2016 as well as to process complete and accurate data;
- to keep and control data, ensuring their integrity and accuracy, taking the necessary precautions to prevent their destruction and loss, also in view of the technological evolution of the type of data processed and the processing methods;
- to adopt the security measures referred to in Article 32 of European Regulation 679/2016.

16.2 Scope of Processing

Italtel and the Supplier, as independent Data Controllers, shall use the data exclusively for the purposes of fulfilling the Order and the related legal obligations, subject to the provision of information on such processing and the collection of the data subjects' consent, where necessary. Only the processing operations required for the above-mentioned purposes will be carried out. Italtel and the Supplier undertake not to disclose the information acquired unless the data subjects give their specific consent or there occurs a condition equivalent to consent under Article 6 no. 2 et seq. of European Regulation no. 679/2016; any such disclosure will take place exclusively within the scope of the purposes of the service supplied.

In any case, Italtel and the Supplier shall refrain from transferring data amounting to confidential company information and/or the disclosure of which may imply a breach of company and professional secrecy, and they mutually acknowledge that all data are confidential company information except for those that are to be disclosed to the public.

16.3 Privacy-related Figures

Italtel and the Supplier may provide personal data to parties specifically appointed to perform Order-related services. Such natural and/or legal persons must necessarily act as Authorised persons or Data Processors.

16.4 Liability for Damages and Mutual Compensation

Italtel and the Supplier shall be liable, separately and, where applicable, jointly and severally, for damages to data subjects resulting from any breach of Articles 16.1, 16.2 and 16.3. The Parties also undertake to provide each other with evidence of the adoption of appropriate measures to avoid such damage. Should either Party be held liable for a breach committed by the other party, recourse may be had against the latter in order to obtain compensation for any costs, charges, damages, expenses or losses incurred by the former, to the extent attributable to it.

16.5 Collaboration

The Parties mutually undertake to collaborate in case of a control or inspection conducted by the Privacy Authority or in the event of petitions submitted by the data subjects or proceedings brought before the Privacy Authority or the ordinary Courts by the data subjects whose data are processed to fulfil the Order.

17. Force Majeure

17.1 For the purposes of these General Conditions, force majeure shall mean any unforeseeable and uncontrollable event that prevents the fulfilment of the obligations under these General Conditions and the Order.

17.2 Force majeure includes, but is not limited to, acts of the Public Administration, local restrictions, fires, explosions, mobilisations, riots, epidemics, acts of war, earthquakes and all natural upheavals, as well as, though only on a national basis, strikes, industrial disruptions, and the non-supply of electricity.

17.3 Force majeure does not include:

- any shortages of material and manpower
- critical supply issues and/or sub-suppliers' non-performance

17.4 The Supplier shall not claim force majeure in connection with defaults and delays occurring before the event of force majeure. In order to enable Italtel to fulfil its contractual obligations towards third parties, the Supplier undertakes, upon the occurrence of an event of force majeure, to notify Italtel thereof by certified email or registered letter with return receipt or other means ensuring proof of receipt, within five working days from its occurrence.

17.5 The occurrence of an event of force majeure which partially prevents the fulfilment of a party's obligations does not exempt that party from performing all the other obligations that are not prevented by the event of force majeure.

17.6 In any case, Italtel may terminate the Order if the event of force majeure lasts longer than sixty calendar days from the date of its notification.

18. Penalties

18.1 The Supplier's failure to comply with:

- the timeline for Product and/or Service Delivery
- the applicable requirements for the proper performance of the Services
- the service/quality standards required by the Order
- the requirements/commitments for compliance with the obligation to update the Products/Services
- the applicable warranty service times
- the applicable intervention times/methods for the correct performance of the maintenance service,

shall result in the Supplier having to pay the penalties set out in the Order and/or in the annexes referred to in point 3.2. Italtel's right to claim compensation for further damage shall remain unaffected.

- 18.2** The penalties shall be paid by the Supplier upon receipt of the relevant debit note, under the same payment terms agreed between the Parties and set out in the Order. Italtel may also withhold the relevant amount from any sums owed to the Supplier, including from amounts due under any surety bonds issued in favour of Italtel.

19. Termination

- 19.1** Italtel expressly reserves the right to terminate, with immediate effect, all or part of the Order, notifying the Supplier by certified email or registered letter with return receipt or other means ensuring proof of receipt, without the obligation of prior notice pursuant to Article 1456 of the Italian Civil Code, whenever the Supplier is in breach of the obligations set out in the Order or in these General Conditions.
- 19.2** In the event of termination, the Supplier shall only be entitled to payment of what has been supplied and accepted by Italtel, without claiming compensation for damages, losses or lost profits.
- 19.3** Italtel's right to compensation for any and all damages that may derive from the aforementioned breaches shall remain unaffected.
- 19.4** Termination of the Order for any reason shall not affect the application of the clauses of the General Conditions that are to be understood as effective even after termination.
- 19.5** Termination does not limit Italtel's right to apply penalties or other indemnities, to enforce performance bonds and to exercise any other rights accrued until then.

20. Withdrawal

- 20.1** Italtel may, at its sole discretion, cancel the Order and/or withdraw from the Order or part of it at any time and with immediate effect, giving written notice to the Supplier, without any compensation or indemnity being due, in case of:
1. merger, demerger, transfer, substantial change in the corporate purpose of the Supplier and/or its corporate structure;
 2. liquidation, insolvency or involvement of the Supplier in insolvency proceedings;
 3. indictment of the Supplier or its representative for offences relating to business management, or negative notices from the Prefecture concerning the Supplier and/or representatives of the Board of Directors as well as the Sole Director or Legal Representative pursuant to Presidential Decree 03/06/1998 no. 252, Legislative Decree 08/08/1994 no. 490, Law 31/05/1965 no. 575 as amended;
 4. insolvency of the Supplier or its inability to meet its obligations regularly.
- 20.2** In addition to the aforementioned cases, for which withdrawal with immediate effect is envisaged, the Supplier acknowledges Italtel's right to cancel the Order and/or withdraw, at its sole discretion, pursuant to Article 1373 of the Italian Civil Code, at any time, without any compensation or indemnity being due, giving a 30-day prior written notice to the Supplier.
- 20.3** The Supplier shall only be entitled to payment for the part of the Order performed prior to the notice of withdrawal, at the prices indicated in the Order or, failing that, at the prices agreed between the Parties.

20.4 Withdrawal does not limit Italtel's right to apply penalties or other indemnities, to enforce performance bonds and to exercise any other rights accrued until then.

21. Compliance with Laws, Regulations and Standards

21.1 The Supplier, under its own exclusive responsibility, undertakes to comply with all laws, regulations, rules and the requirements of the competent Authorities concerning labour contracts, occupational safety, health and hygiene, the use and control of products, apparatus, equipment that are hazardous or harmful to people and the environment and anything else that may otherwise affect Order fulfilment.

21.2 All financial, social security, insurance and other costs shall be borne by the Supplier, in accordance with the laws, regulations and rules in force. The Supplier shall also produce the documents referred to in para. 5 of Article 17-bis of Legislative Decree 9 July 1997, no. 241 introduced by Article 4 of Decree-Law no. 124 of 26 October 2019, provided the supply falls within the scope of such legislation, or, for foreign companies, a similar certification in accordance with the legislation in force in the country of residence.

21.3 The persons engaged by the Supplier in the performance of the Order shall not be considered as Italtel's employees, Italtel being understood to be completely external to any and all relations between the Supplier and the aforesaid persons.

21.4 Accordingly, the Supplier undertakes to indemnify and hold Italtel harmless from and against any claims or demands made before any authority and for any reason by anyone engaged by the Supplier in the performance of the Order, including but not limited to those intended for: (a) the ascertainment of any irregularity in the management of the employment/collaboration of anyone engaged in the Order; (b) the payment of differences in wages and/or contributions and/or indemnities of any nature or kind and/or any compensation and/or benefit, also in connection with the termination of employment of anyone engaged in the Order; (c) the establishment of an employment and/or agency relationship directly with Italtel; therefore, the Supplier shall fully bear (even in case of a joint and several obligation between the Parties) all charges, losses, costs and expenses (including legal expenses) borne by Italtel, also in connection with any Court or out-of-Court settlement. Italtel also reserves the broadest right of recourse against the Supplier who, in turn, undertakes not to raise any objection to avoid, delay or suspend payment of the amount due. This indemnity shall also cover any action and/or claim by the competent bodies and/or inspection authorities.

22. Environmental Protection

22.1 In the performance of the activities covered by the Order, the Supplier undertakes to duly and strictly comply with all applicable and current environmental regulations, with particular reference to waste management, and to meet, inter alia, the obligations laid down in Legislative Decree 152/2006 as amended ("Environmental Regulations"), Legislative Decree 49/2014 as amended ("Implementation of European Directives on the reduction of the use of hazardous substances in electrical and electronic equipment, and the disposal of waste"), Legislative Decree no. 188/2008 implementing Directive 2006/66/EC on batteries, accumulators and waste batteries and accumulators, the regulations governing WEEE ("Waste Electrical and Electronic Equipment") and, where applicable, the ADR law on the transport of hazardous goods.

22.2 If the assignment received with the Order concerns waste disposal, the Supplier warrants that it fulfils all legal requirements and holds the required authorisations and registrations with the sectoral registers and that all authorisations and registrations are effective and valid as provided for by the legislation in force; the Supplier will be responsible for and shall ensure the correct and due disposal of waste, guaranteeing compliance with all administrative and financial

obligations pertaining to its activity, fulfilling all registration and periodic reporting obligations, if any, assuming all consequent responsibility and hereby exempting Italtel from such obligations.

22.3 The Supplier shall also be responsible for and shall provide, at its own cost, for the correct and due disposal of all materials used for each Order, being the "producer" of such waste within the meaning of Article 183 of Legislative Decree 152/2006. To this end, each service shall be deemed fulfilled and concluded only when the work area has been completely cleaned and/or all waste produced has been disposed of and removed.

22.4 The Supplier undertakes to send Italtel all the documents, as required from time to time by the applicable regulations, certifying the correct execution of its activities and obligations, in addition to the documents certifying its authorisation to carry out the aforesaid activities, and accepts, subject to reasonable notice, that Italtel or third parties appointed by it may conduct audits to monitor and check compliance with the law.

22.5 The Supplier shall be fully, directly and exclusively liable for any violation of environmental laws, regulations, usages, rules and requirements by the Supplier itself and/or any subcontractors and/or self-employed workers and/or their respective employees and/or collaborators and/or assistants used in any capacity for the performance of its activities, indemnifying and holding Italtel harmless from and against any direct and/or indirect liability that may be attributed to it, by anyone, in relation to such violations.

22.6 In the event of the Supplier's non-fulfilment, even in part, of any obligations under this article, Italtel may terminate the Order by operation of law under Article 1456 of the Italian Civil Code, without prejudice to its right to claim compensation for damages.

23. Cybersecurity

23.1 The Supplier acknowledges and accepts that (a) Italtel is subject to various regulations on information security, including Legislative Decree. 4 September 2024, no. 138 relating to the implementation of Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 (NIS2) on network and information system security ("NIS2 Decree"), (b) may operate in relation to customers who are also subject to the NIS2 Decree and/or other cybersecurity legislation, and (c) pursuant to Article 24 of the NIS2 Decree, Italtel has an obligation to ensure supply chain security.

23.2 In light of the foregoing, the Supplier undertakes to adopt technical, organisational and security measures that are appropriate and proportionate to the performance of its Services and which, in any event, shall not be less than those set out in Annex 2 to National Cybersecurity Agency Determination no. 164179 dated 14 April 2025 as amended, available on the National Cybersecurity Agency (ACN) website (<https://www.acn.gov.it/portale/nis/la-normativa>) and/or any annexes indicated from time to time in the Order.

23.3 In particular, but without limiting the foregoing, the Supplier undertakes to:

- (i) take appropriate security measures to proactively prevent and detect computer incidents and/or threats that may cause the interruption or malfunctioning of the Services and/or that may result in a loss of confidentiality, integrity and/or privacy of information and/or data relating to the Services ("Security Incidents");
- (ii) implement and maintain an adequate Security Incident Management process, such as to enable a rapid response to any incident and ensure the supply of Services and business continuity in accordance with the agreed service levels and/or as agreed in the General Conditions and/or specific Orders;
- (iii) promptly notify Italtel of any Security Incidents. The Supplier acknowledges and accepts that the Supplier's notification of any Security Incident is a necessary condition for Italtel and/or its

customers to comply with their notification obligations under the NIS2 Decree. Accordingly, the Supplier undertakes to (a) notify Italtel of any Security Incident no later than 20 hours after its discovery, and (b) provide Italtel promptly (even after the first notification of the Security Incident) with all information that may be available to the Supplier to enable Italtel and/or customers to fulfil their notification obligations;

- (iv) ensure the training and awareness-raising of its staff in information security and risk management;
- (v) cooperate with the regulatory authorities and provide, upon request, all information necessary to demonstrate compliance with the obligations under this clause.

23.4 The Supplier undertakes to include in all contracts with its subcontractors/subsuppliers, where authorised by Italtel, obligations substantially equivalent to those set out in this Article. Therefore, the Supplier represents and warrants that each of its subcontractors/subsuppliers engaged in Service supply (a) adopts security measures at least equivalent to those set out in Annex 2 to National Cybersecurity Agency Determination no. 164179 dated 14 April 2025 as amended and available on the website of the National Cybersecurity Agency (ACN) (<https://www.acn.gov.it/portale/nis/la-normativa>) and/or any annexes indicated from time to time in the Order, and (b) implements a Security Incident detection, response and remediation process aimed at ensuring continuity of services and prompt communication of any Security Incident throughout the subcontracting/subsupply chain.

23.5 It is hereby understood between the Parties that any cost for the Supplier's due fulfilment of its obligations under this Article shall be borne exclusively by the Supplier.

23.6 The Supplier undertakes to indemnify and hold Italtel harmless, without raising any objection, from and against any damaging consequences (by way of example but not limited to: claims, actions, demands, penalties of any nature, losses, costs, direct or indirect damages, etc.) brought against Italtel, before any authority and by anyone, arising from or otherwise connected with any breach of the provisions set forth in this Article by the Supplier or its subcontractors/subsuppliers.

23.7 Italtel may terminate the Order by operation of law pursuant to Article 1456 of the Italian Civil Code in the event of a breach, even in part, of the provisions of this Article by the Supplier or its subcontractors/subsuppliers, without prejudice to its right to claim compensation for damages.

23.8 Without prejudice to Italtel's further audit rights laid down in the contractual documentation, Italtel may carry out, whether directly or through third parties appointed by it, verifications, requests for information and audits, also at the Supplier's premises, in order to check the Supplier's compliance with the obligations set forth in this Article. The Supplier undertakes to fully cooperate with Italtel in the course of the latter's exercise of such rights of verification, information and audit as set forth in this Article.

24. No Conflict of Interest

24.1 The Supplier, also in the name and on behalf of its subsidiaries/affiliates or parent companies, if any, expressly represents and warrants that it has no commercial, professional, personal or other interests that may conflict, even potentially, with the performance of its obligations under the Order.

24.2 In particular, it is specified that "conflict of interest" means, by way of example but not limited to, all the circumstances in which any interest of the Supplier and/or its subsidiaries/affiliates or parent companies, if any, interferes, may interfere or is in conflict, even if only apparent, with the interests of Italtel and/or its subsidiaries/affiliates or parent companies, in connection with the performance of the Order.

24.3 The Supplier, also in the name and on behalf of its subsidiaries/affiliates or parent companies, if any, undertakes for the entire duration of the Order:

- i. to act in such a way as to avoid any conflict of interest;
- ii. to promptly inform Italtel of any supervening conflict of interest, whether actual or even only potential; such information must be provided in a detailed communication specifying the nature, terms and origin of the conflict of interest;
- iii. to refrain from taking on assignments or orders whose performance may, even potentially, conflict with the fulfilment of its obligations under the Order.

24.4 The Supplier also acknowledges that in the performance of the Order it will not use personnel who, in the three years prior to the date of the Order, had employment or collaboration relationships with Public Administrations that involved the exercise of authoritative or negotiating powers benefiting Italtel and/or its subsidiaries/affiliates or parent companies.

24.5 In the event of non-fulfilment of even only one of the commitments and/or obligations provided for in this article, or in the event of the Supplier's representations not corresponding to the truth, or in the event of a change in the facts represented and warranted by the same, Italtel may terminate the Order by operation of law pursuant to Article 1456 of the Italian Civil Code, without prejudice to its right to claim compensation for any damage suffered or being suffered by Italtel, also for actions brought by third parties.

25. Ethical Principles in Business and Anti-Corruption

25.1 The Supplier expressly acknowledges that Italtel has adopted and implements an Organisational, Management and Control Model pursuant to Legislative Decree 231/01, a Code of Ethics, a Supplier Code of Conduct, an Anti-Corruption Management System pursuant to ISO 37001 and, in particular, an Anti-Corruption Policy.

25.2 The Supplier expressly represents and warrants that it has examined, is aware of and accepts in full the contents of the above-mentioned documents, which are available online on Italtel's website at www.italtel.com, and undertakes to act at all times in compliance with their provisions.

25.3 The Supplier, with reference to the performance of the activities covered by the Order, also represents and warrants that it has duly informed its directors, employees, consultants, subcontractors/subsuppliers and the like of the implementation of provisions aimed at preventing the perpetration or attempted perpetration of the offences regulated by Legislative Decree 231/01 as well as any conduct contrary to the Code of Ethics, the Supplier Code of Conduct and the AntiCorruption Policy, and undertakes toward Italtel to maintain all such provisions effectively implemented for the entire duration of the Order, providing an express guarantee and indemnity pursuant to Article 1381 of the Italian Civil Code.

25.4 The Supplier's failure, even in part, to comply with the representations, warranties and obligations referred to in this Article, or the issue of a precautionary measure or committal for trial against executives or members of its corporate structure for any of the offences set out in Legislative Decree 231/2001, or the issuance of an anti-mafia prohibition by the Prefecture against the Supplier, may entail the total or partial termination of the Order, pursuant to Article 1456 of the Italian Civil Code, without prejudice to Italtel's right to claim compensation for any damages suffered, including for actions brought by third parties.

26. Gender Equality

26.1 Italtel does not allow any form of discrimination and is committed to enhancing and protecting diversity and equal opportunities in the workplace, fostering a fair and inclusive environment in which everyone can best express their talents, according to their distinctive qualities and needs. In this regard, among other things, Italtel has adopted a Gender Equality Policy ("Policy") and an action

plan to promote and ensure balanced labour inclusion, obtaining certification in accordance with UNI/PdR 125:2022.

26.2 The Supplier represents that it (i) has read the aforementioned Policy published on the corporate website <https://www.italtel.com/it/> and (ii) undertakes to endorse these principles and act in accordance with them. In the event of a serious or repeated breach of such principles, Italtel may terminate the Order by operation of law pursuant to Article 1456 of the Italian Civil Code, without prejudice to its right to claim compensation for any damage suffered or to be suffered by Italtel, also for actions brought by third parties.

27. Digital Accessibility Standards

27.1 Where applicable, the Supplier represents that its conduct under the Order shall comply with any laws and/or regulations in the field of Accessibility so as to ensure that all digital products and/or services are inclusive, accessible and usable by anyone, including persons with disabilities, in an equitable and non-discriminatory manner, in particular with specific reference to - but not limited to - Law 4/2004 ("Provisions promoting and simplifying access to IT tools by users and, in particular, persons with disabilities"), and Legislative Decree 27 May 2022, no. 82 (the "**Accessibility Decree**"), which transposes into Italian law Directive (EU) 2019/882 ("**European Accessibility Act**") as amended, also assuming responsibility along the entire supply chain.

27.2 Italtel may terminate the Order, in whole or in part, pursuant to Article 1456 of the Italian Civil Code if the Supplier violates one or more of the provisions set forth in this article, without prejudice, in any case, to Italtel's right to claim compensation for any damage suffered, also for actions brought by third parties.

28. Artificial Intelligence

28. 1. Definitions

- AI System:** An artificial intelligence system (composed of hardware, software, data, models, and all related components);
- AI Model:** means a software model trained on data using artificial intelligence techniques, capable of generating outputs such as predictions, content, recommendations, or decisions, and capable of being integrated into one or more AI systems or applications.
- AI System Provider:** A natural or legal person, public authority, agency, or other body that develops an AI System or a general-purpose AI Model, or that has an AI System or a general-purpose AI Model developed, and places that system or model on the market or puts the AI System into service under its own name or trademark, whether for a fee or free of charge;
- Importer:** A natural or legal person located or established in the Union who places an AI System on the market bearing the name or trademark of a natural or legal person established in a third country;
- Distributor:** A natural or legal person in the supply chain, other than the Supplier or Importer, who makes an AI System available on the Union market;
- Deployer:** A natural or legal person, public authority, agency, or other body that uses an AI System under its own authority, except where the AI System is used during a personal, non-professional activity;
- Documentation:** All documentation relating to the AI Systems and their use, including user manuals, instructions for use, technical documentation, safety measures, and risk assessments as required by applicable law. The Documentation also includes the "AI Terms and Conditions" document;
- AI Terms and Conditions:** the terms and conditions established by the Supplier that govern the Deployer's use of the AI System;

28.2 - AI Systems supplied to Italtel

28.2.1 Regulatory Compliance

28.2.1.1 Supplier represents and warrants that any AI System supplied under the Order complies with applicable regulations, including Regulation (EU) 2024/1689 ("AI Regulation"), Law No. 132/2025, and any other applicable regulations.

28.2.1.2 Supplier declares that it has read Italtel's *AI Governance & Responsible Use Policy*, available on the website at www.italtel.com, and undertakes to conduct itself in compliance with the provisions contained therein at all times.

28.2.1.3 For the purpose of applying the AI Regulation, Supplier represents and warrants that the AI System does not fall within the scope of prohibited practices and that it has performed a proper risk assessment of the AI System.

28.2.1.4 The Supplier acknowledges that Italtel (i) may act, as applicable, as an Importer, Distributor, or Deployer of the AI System; (ii) where applicable, has the right to inform end users of the AI System of (i) its role as Importer/Distributor and (ii) the Supplier's role as Provider of the AI System and its contact details.

28.2.1.5 The Supplier will promptly inform Italtel of any circumstances that may affect compliance, risk classification, or the legitimate marketing and use of the AI System.

28.2.2. Documentation and Information

28.2.2.1 The Supplier will provide and maintain updated all Documentation and information required by applicable law and necessary for the use of the AI System and for Italtel's fulfillment of its obligations.

28.2.2.2 Upon Italtel's request, the Supplier will promptly provide any additional information or clarifications requested by the competent authorities or end customers.

28.2.3. Cooperation and Audits

28.2.3.1 The Supplier will cooperate with Italtel and the competent authorities in connection with audits, requests for information, inspections, audits, corrective measures, or other activities concerning the AI System.

28.2.3.2 Italtel will have the right, directly or through designated third parties subject to confidentiality obligations, to conduct reasonable audits to verify compliance with the obligations under this clause.

28.2.4. Non-Conformity and Corrective Measures

28.2.4.1 If the Supplier becomes aware of any actual or potential non-compliance of the AI System with applicable regulations, it will immediately notify Italtel and promptly take all necessary corrective measures at its own expense.

28.2.4.2 If the non-conformity is not remedied within a reasonable timeframe requested by Italtel, Italtel may suspend purchases, discontinue distribution of the AI System, and/or terminate the Order for non-compliance.

28.2.5. Data, Third-Party Rights, and Use of Inputs

28.2.5.1 The Supplier warrants that it has all necessary rights to the data, models, and components used for the development and operation of the AI System and that their use does not infringe the rights of third parties.

28.2.5.2 Unless otherwise agreed in writing, the data, content, and inputs provided by Italtel may not be used to train or improve AI models or systems other than those provided to Italtel.

28.2.6. Indemnity

28.2.6.1 The Supplier will indemnify and hold harmless Italtel, its affiliates, directors, employees, and customers from any damages, costs, penalties, losses, liabilities, or third-party claims arising from:

- a) violation of applicable artificial intelligence regulations by the Supplier;
- b) non-compliance of the AI System with applicable regulatory requirements;

c) violation of intellectual property rights, data rights, privacy rights (i.e. Regulation (EU) 2016/679 GDPR and other applicable data protection laws) or other third-party rights related to the AI System, the data used for its training, or the outputs generated by the AI System.

28.2.7. Costs

28.2.7.1 All costs related to regulatory compliance of the AI System, corrective actions, necessary updates, recalls, withdrawals, or other measures required by law or competent authorities will be borne by the Supplier, unless such costs are exclusively attributable to activities or modifications performed by Italtel without the Supplier's authorization.

28.2.8. Right of Termination

28.2.8.1 Violation of the obligations set forth in this clause constitutes a serious breach and entitles Italtel to immediately suspend the supply of the AI System and/or terminate the Order pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for damages.

28.3 USE OF AI SYSTEMS BY THE SUPPLIER

28.3.1 If the Supplier uses AI Systems and/or AI Models in the performance of the Services, it shall remain solely responsible for them and shall ensure that such use complies with applicable laws, including those regarding personal data protection, cybersecurity, intellectual property, confidentiality, and artificial intelligence.

28.3.2 The Supplier shall inform Italtel in advance of the use of such AI Systems and/or AI Models and shall adopt appropriate technical and organizational measures to prevent risks to Italtel's data, information, and systems. It is understood that Italtel's data, information, and content may not be used for training, improving, or fine-tuning AI Systems without Italtel's prior written consent.

28.3.3 the supplier will promptly notify Italtel of any incident, security breach, or other event that could compromise the Services, data, or interests of Italtel and will cooperate in taking the necessary corrective measures.

28.3.4 The Supplier will indemnify and hold Italtel harmless from any damages, costs, losses, fines, or claims arising from the use of AI Systems and/or AI Models in violation of applicable law or this clause.

28.3.5 Violation of this clause constitutes a material breach and entitles Italtel to terminate the Order with immediate effect, without prejudice to compensation for damages.

29. Governing Law and Exclusive Jurisdiction

29.1 These General Conditions and each Order shall be governed by Italian laws.

29.2 Incoterms rules, in the version in force on the date of the Order, shall apply only where expressly stated in the Order.

29.3 Any dispute arising between the Parties with respect to the interpretation and/or performance and/or termination of the Order shall fall under the exclusive jurisdiction of the Court of Milan.

29.4 All notices to Italtel shall be addressed to the party issuing the Order. All notices to the Supplier shall be sent to the address indicated by the Supplier in the Order confirmation. The above addresses may be changed by notifying the other party. All notices shall be sent by certified email or registered letter with return receipt or by any other means ensuring proof of receipt.

Date

The Supplier

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier expressly accepts the clauses set forth in the following points: 1. (Application and Interpretation); 3. (Delivery, Title and Risk); 4. (Checks and Inspections); 5. (Prices); 6. (Delivery, Invoicing and Payment Terms; Subcontracting Authorisation and Financial Flows); 7. (Warranties); 8. (Liability and Insurance); 9. (Changes to Supply); 11. (Intellectual Property Rights/Third Party Rights); 12. (Subcontracting and Subsupply); 13. (Order Assignment); 14. (No Credit Assignment); 15. (Confidentiality); 17. (Force Majeure); 18. (Penalties); 19. (Termination); 20. (Withdrawal); 21. (Compliance with Laws, Regulations and Standards); 22. (Environmental Protection); 23. (Cybersecurity); 24. (No Conflict of Interest); 25. (Ethical Principles in Business and AntiCorruption); 26. (Gender Equality); 27. (Digital Accessibility Standards); 28 (Artificial Intelligence) 29. (Governing Law and Exclusive Jurisdiction) of these General Conditions.

Date

The Supplier

ANNEX A) GENERAL CONDITIONS FOR PRODUCT PURCHASE

1. Scope of Application

- 1.1** Except as otherwise and expressly agreed in writing by the Parties, these general conditions for product purchase (hereinafter "General Product Conditions") shall govern all relations for the supply of products (hereinafter "Products" or "Product") covered by the Order between Italtel and the Supplier.
- 1.2** Product acceptance or payment shall not amount to an acknowledgement or acceptance of any conditions not agreed upon and proposed by the Supplier, which, as such, shall be deemed null and void.

2. Delivery, Title and Risk

- 2.1** All deliveries shall be made in accordance with the General Conditions and in the manner, time and place specified in the Order (hereinafter "Delivery"). Delivery shall be deemed to take place: • upon receipt of the Products by Italtel
- or
- where set out in the Order, upon the Supplier's installation of the Products and their subsequent successful testing, as certified by Italtel.
- 2.2** Except as otherwise agreed, title to the Products and all risks relating thereto shall be regulated by point 3 of the General Conditions.
- 2.3** If the Supplier determines that it is impossible to make the Delivery, it shall promptly notify Italtel in writing and, in any case, shall endeavour to make the same. Any additional costs required to meet the Delivery date, or the date otherwise agreed upon by the Parties, shall be borne in full by the Supplier. The right to claim compensation for all damages deriving from the Supplier's impossibility to make the Delivery, where attributable to the Supplier as provided for in point 8 of the General Conditions, shall remain unaffected.
- 2.4** If the Supplier fails to make the Delivery within the terms agreed by the Parties, Italtel may revoke the Order, in whole or in part, without any charge whatsoever, without prejudice to its right to claim payment of the penalties set out in the Order as well as compensation for further damages.
- 2.5** Without prejudice to any other right of Italtel to claim compensation for damages, if the Supplier delays the Delivery of any Product unit with respect to the dates set out in the Order, Italtel may terminate the Order, in whole or in part.
- 2.6** Italtel has the right, at no cost, to change the place of destination of the Products and/or to postpone the delivery date for up to 90 (ninety) days, provided it notifies the Supplier in writing 30 (thirty) days before the Delivery date specified in the Order.
- 2.7** The Supplier also undertakes to accept any increase or decrease in the Product quantities set out in the Order, provided that such changes are not more than thirty percent (30%) higher or lower than the quantities set out in the Order and are requested in writing by Italtel with the notice periods set out from time to time in the Order. With regard to any requests exceeding thirty percent (30%), the Supplier shall use its best efforts to meet Italtel's reasonable needs.
- 2.8** Except as otherwise agreed, the Products shall be delivered DDP (Delivery Duty Paid – Incoterms 2000).

3. Packaging

- 3.1** The Products shall be packaged with materials and in such a way as to comply with the regulations in force and to be duly protected. All packaging-related charges and expenses are included in the sales price.
- 3.2** The Supplier shall be liable in all respects for any loss, damage or deterioration caused to Italtel and/or for any damage caused to third parties that is consequent to and/or otherwise attributable to defective or inadequate packaging.

4. Delivery Documents

- 4.1** All Products delivered shall be accompanied by a regular "Transport Document" (DDT from the Italian *Documento di Trasporto*) indicating the Order references (number and date) and the position, code, description of the Products as well as their weight and size. Should the above Delivery conditions not be complied with, Italtel may reject the Products.

5. Certificates of Origin and Preference

- 5.1** The Supplier undertakes to include all the necessary data and requirements in any certificates of origin and/or preference and, upon request by Italtel, to submit such certificates duly signed.

6. Control and Acceptance

- 6.1** The Supplier undertakes to supply Products complying with Italtel's technical specifications and/or CTF (Technical Supply Specifications, from the Italian *Capitolato Tecnico di Fornitura*).
- 6.2** Inspections will be carried out, at Italtel's discretion, either by its own personnel or by a third party appointed thereby. In any case, Product acceptance shall be the responsibility of an Italtel manager.
- 6.3** Italtel may reject Products that have not passed the relevant compliance tests. The warranty against defects and/or faults as specified below shall remain unaffected.

7. Non-Acceptance

- 7.1** Without prejudice to Italtel's right to cancel the Order, in whole or in part, in case of nonacceptance of the Products, the rejected batches or units shall be replaced at the Supplier's cost by the date agreed in Italtel's notice of non-acceptance and simultaneous request, if any, for Product replacement. The conditions of replacement of Products supplied according to Italtel's specifications, where applicable, will be specifically negotiated.
- 7.2** In case of any defective or non-compliant Products and in addition to the right to claim full replacement of the defective batch, as set forth in the previous paragraph, Italtel may:
- recover defective Products with additional processing at the Supplier's cost, to be previously agreed with the latter; or
 - ask the Supplier to select at its own cost the Products not complying with the agreed requirements, in order to restore conformity with the Order; or
 - reject the defective Products, or the entire batch of which they are part, without requiring their replacement, where the replacement batch can no longer be used by Italtel.
- 7.3** No payment will be due by Italtel to the Supplier for any rejected batches and units.

7.4 Should Italtel authorise the Supplier to make the rejected batch compliant and subsequently return it, all costs and charges relating to such operation as well as to packaging, transport, customs, delivery shall be borne by the Supplier.

8. Prices and Terms of Payment

8.1 Except as otherwise agreed, the prices indicated in the Order are to be understood as including all expenses for Product Packaging, Delivery, Transport, Insurance as well as all possible charges and expenses payable to third parties, entities or authorities in connection with the supply.

8.2 The terms of payment are set out in the Order.

9. Warranties

9.1 Without prejudice to any other remedy of Italtel, the Supplier warrants full ownership of the Products and their lawful transfer.

9.2 The Products shall be delivered free from any lien, mortgage and any other personal or *in rem* security interest or reservation of title, except as otherwise agreed in writing between the Parties.

9.3 The Products shall comply with the Product's CTF and/or any specifications referred in or attached to the Order relating thereto and shall also be free from defects and/or malfunctions for the warranty period.

9.4 The Supplier also warrants that the Products are in good working order and that their installation, where required in the Order, will be carried out in accordance with the law and in a workmanlike manner.

9.5 During the warranty period specified in the Order and at Italtel's request, the Supplier shall replace or repair any defective or flawed Products free of charge, either at Italtel or Italtel's customer's premises.

9.6 Replaced or repaired units will also be covered by the same warranty.

10. General Provisions

10.1 This Annex is an integral and substantial part of the General Purchase Conditions.

Date

The Supplier

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier expressly accepts the clauses set forth in the following points: 2. (Delivery, Title and Risk) 3. (Packaging) 4 (Delivery Documents) 5. (Certificates of Origin and Preference) 6. (Control and Acceptance) 7 (Non-Acceptance) 8. (Prices and Terms of Payment) 9, (Warranties) of these General Product Terms.

Date

The Supplier

ANNEX B) GENERAL CONDITIONS FOR SERVICE PURCHASE

1. Scope of Application

1.1 Except as otherwise and specifically agreed in writing by the Parties, these general conditions for service purchase (hereinafter "General Service Conditions") shall govern all relations for

the supply of services (hereinafter "Services" or "Service") at the places identified by Italtel (hereinafter "Sites") covered by the Order issued by Italtel to the Supplier.

1.2 Services are all the activities that shall be performed pursuant to the Order by the Supplier to Italtel, the characteristics of which are better described in the technical specifications and which include, but not only:

- Installation and testing of power plants
- Installation of civil systems
- Maintenance / Technical Support
- Professional consulting

These General Service Conditions regulate in general terms the conditions for the purchase of Services by Italtel; any special conditions concerning the performance of each type of service mentioned above are set out in the appropriate annexes applicable from time to time.

2. Title and Risk

2.1 Title to the supply covered by these General Service Conditions and the risk of loss, malfunctioning and all supply-related risks shall pass to Italtel only upon its acceptance of the Service, as better described in point 7 below.

2.2 In this context, the Supplier shall transfer to Italtel, together with title to the supply, the rights pertaining thereto, together with all documents and/or certificates proving title to said supply, none excluded.

2.3 Title to the supply shall be transferred by the Supplier free from liens and encumbrances, and all costs and expenses associated with the aforementioned transfer of title and risk shall be borne by the Supplier.

3. Personnel

3.1 The Supplier undertakes to perform the activity covered by these General Service Conditions with a sufficient number of personnel to guarantee the best supply of the Service within the timeframe agreed by the Parties and shall comply with all the provisions laid down by law, with particular reference to all social security, accident prevention and safety regulations, as well as those concerning social security, welfare and occupational health, which - if not complied with - shall result in the termination of the Order for the Supplier's default.

3.2 The Supplier shall also hire management, technical and labour personnel who will be suitable, qualified and previously trained, also with regard to accident prevention.

3.3 The Supplier shall apply regulatory and payment conditions to the Workers engaged in Service supply that shall not be lower than those stipulated in the Collective Labour Agreements and similar Trade Union Agreements currently in force, as well as any other agreements stipulated separately from the aforementioned Agreements.

3.4 In this respect, by signing these General Service Conditions, the Supplier represents that it complies with all insurance and social security obligations laid down by Law and the aforementioned Agreements.

3.5 The Supplier shall continue to apply the aforementioned conditions even after expiry of the current Collective Labour Agreement.

3.6 The Supplier shall hold Italtel harmless from any claim that may be made against the latter, for any reason whatsoever, by the Supplier's employees and/or third parties.

3.7 Where expressly requested by Italtel, the Supplier (i) shall produce the original and, if necessary, deliver a copy of the reports made to social security, insurance and accident insurance institutions (ii) shall produce to Italtel the original of its employees' payrolls, registers and contribution and insurance payments required by law. If specifically requested, a copy of the documents/data referred to in point (ii) above shall be sent, for the attention of the buyer who issued the Order, by certified email to the following address italtelpec@pec.italtel.com, or by mail to the following Italtel address:

Italtel S.p.A.

For the kind attention of the Buying Office Via Caldera 21 20153 Milan

4. Health and Safety

4.1 The Supplier shall comply and cause compliance by its personnel with all the legal provisions, regulations and Italtel regulations on occupational health and safety (with particular reference, but not only, to Legislative Decree 81/08, as amended), fulfilling all the obligations imposed on it therein and taking all the measures and precautions required to ensure the health, safety and security of its personnel and of third parties, as well as to avoid damage to public and private property. The Supplier also undertakes to comply with all applicable legal provisions on occupational hygiene, accident prevention and safety.

4.2 The Supplier undertakes to use suitable equipment and/or tools for the supply in accordance with safety regulations.

5. Access to Sites

5.1 For the sole purpose of Service supply, the Supplier's personnel may access the Sites indicated in the Order. The Supplier undertakes to comply and cause compliance by its personnel with all laws and regulations, including internal regulations, governing such access.

6. Operating Methods

6.1 The Supplier represents that it holds all licences, authorisations and approvals required under applicable laws and regulations for the performance of its obligations and undertakes to obtain, at its own care and expense, any such licences, authorisations and approvals as may become necessary in case of any new laws and to issue, within 5 (five) days from Service completion, a Declaration of Conformity and/or compliance pursuant to and for the purposes of Italian Ministerial Decree 37/2008.

6.2 The Supplier undertakes to supply the Services in a workmanlike manner, according to the highest applicable quality standards and in compliance with the timeline identified in the Order. Italtel may carry out checks during Service supply, pursuant to Article 1662 of the Italian Civil Code.

6.3 Italtel may request the Supplier in writing at any time to make changes to the Order. If the Supplier believes that it is entitled to additional remuneration for such changes or that the latter are such as to jeopardise due fulfilment of its contractual obligations, it shall inform Italtel in writing within 5 (five) business days from receipt of Italtel's written request for change, giving reasons for its claims; or else, such right will be lost. In case of a regular request for additional remuneration, Italtel and the Supplier shall renegotiate in good faith the economic aspects arisen during Service performance.

7. Technical Acceptance

7.1 Upon completion of Service supply, the Supplier shall issue and send Italtel the "Declaration of Service Supply (or End of Work)" (DPE from the Italian *Dichiarazione di Prestazione Erogata* or CFL from the Italian *Comunicazione di Fine Lavoro*) in compliance with the Order;

in the cases envisaged in the Supply Specifications, as referred to in the Order, Italtel may subject the Services performed by the Supplier to testing or another equivalent control.

7.2 If testing is unsuccessful, the Supplier shall, at no charge to Italtel, repeat testing until it is successful.

7.3 Italtel undertakes to reply to the DPE within 5 (five) working days from the date of its receipt or from the date of the end of testing.

7.4 The DPE may be accepted or rejected; in case of acceptance, Italtel issues a "Technical Approval" with an Approval Number to be referred to in the Supplier's invoice. In the event of any disagreement, Italtel will contact the Supplier to clarify and verify its position.

8. Fees, Invoicing and Payments

8.1 For the performance of its Services, the Supplier shall be paid the fees indicated in the Order, which are all-inclusive and remunerative.

8.2 The Supplier acknowledges all the conditions and circumstances preliminary to Service supply or otherwise connected therewith and has assessed their impact on its fees.

8.3 The terms of payment will be set out in the Order.

8.4 The Supplier is authorised by Italtel to issue an invoice against each "Technical Approval".

8.5 Invoices conforming to the "Technical Approval" shall also contain the following details:

- Order number issued by Italtel;
- Technical Approval number.

8.6 Invoices that do not comply with this paragraph and/or current tax regulations will be rejected and will need to be reissued with the correct details. In this case, payments will refer to the date of reissue of the correct invoice by the Supplier.

9. General Provisions

9.1 This Annex is an integral and substantial part of the General Purchase Conditions.

Date

The Supplier

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier expressly accepts the clauses set forth in the following points: 2. (Title and Risk); 3. (Personnel); 4. (Health and Safety); 5. (Access to Sites); 6. (Operating Methods); 7. (Technical Acceptance); 8. (Fees, Invoicing and Payments) of these General Service Conditions.

Date

The Supplier