

GENERAL CONDITIONS OF WORK ON SITE FOR AGUSTAWESTLAND ITALY

1. In these General Conditions the following words shall have the following meanings :
 - 1.1 "Supplier" shall mean any person, firm or company who has agreed to comply with these General Conditions
 - 1.2 "Company" shall mean AgustaWestland S.p.A. whose registered office in Via G. Agusta 520, 21017 Cascina Costa di Samarate (VA), Italy
 - 1.3 "Personnel" shall mean all employees, agents and independent contractors of the Supplier and all other persons, firms or companies that is authorized to enter the Premises on behalf of the Supplier
 - 1.4 "Premises" shall mean the premises occupied by the Company
2. The Supplier shall ensure that its Personnel comply with and are bound by these General Conditions while on the Company's premises .
3. The Supplier agrees to provide the Company with reasonable advance notice of a planned visit and the identification of its Personnel as well as any reasonable information as may be required by the Company . The Supplier acknowledges that the Company shall have the right to refuse access or to remove an individual for security or other justifiable reason. The Supplier shall ensure that any Personnel the Supplier intends to use on the Company Premises has the appropriate clearance from the Company's security department prior to the commencement of any visit/work.
4. The Company agrees to provide appropriate office space with telephone and access to fax facilities to the Supplier. The spaces will be provided by the Company in accordance with the legislation in force and the health and safety in the workplace regulations (Article 26 of Legislative Decree N°81 dated 09/04/2008 and subsequent modifications) and the data privacy provisions (Legislative Decree 196/03 and subsequent modifications).
5. The Supplier shall ensure that any of its Personnel maintain in force at all times when the Supplier or any of its Personnel are on the Premises, a Liability Insurance Policy covering the actions of its Personnel whilst on the Premises, and shall ensure the compliance with all social security contributions of its Personnel. Upon request, the Supplier shall provide the Company with evidence of such Policy.
6. The Supplier and its Personnel shall comply with :



- 6.1 all national security regulations and all private security instructions of the Company ;
- 6.2 all health and safety regulations in force and all fire precaution instructions of the Company and such applicable statutory provisions, regulations and orders.
- 6.3 such other reasonable instructions the Company may make and of which the Company shall notify the Supplier from time to time in writing governing the Supplier's use of the Premises.
7. In accordance with the regulations as set out in Legislative Decree n. 231 dated 8th July 2001, the Company has approved its Organisational Management and Control Model along with its Code of Ethics. This Code of Ethics, a copy of which will be provided by the Company upon request of the Supplier, contains the principles and guidelines that regulate and control the performance of the Company's operations. The Supplier shall comply with this Code whilst carrying out its activities with the Company.
8. The Supplier shall ensure that its Personnel comply with the regulations regarding industrial safety and state secrets and with any additional instructions issued in writing by the Company on industrial security and access to its Premises. The Supplier shall be responsible for all costs and consequences arising from the failure to abide by the regulations and instructions.
The Supplier declares to be aware that the activity inside the Premises is subject to the compliance with regulations for the protection of industrial safety and the state secret. The Supplier shall use its best endeavours to avoid using employees within the Premises who have been found guilty of malicious offences or who have pending criminal proceedings due to offences of this kind. The term offence means misdemeanours against the state, public administrative bodies, public order, public safety, public confidence and property, as specified in the criminal legislation in force.
If a Supplier's employee is in any of the conditions as indicated above, the Company shall have the right to ask the Supplier to replace the employee in question.
9. The Supplier shall advise its Personnel that access to certain areas/buildings within the factory is limited to holders of appropriate security passes. The Supplier shall advise its Personnel that they are not to enter these areas without an appropriate pass or authority from the Company's security department. Clarification of these areas/building can be sought from the security department.
10. The Supplier and its Personnel enter and remain on the Premises entirely at their own risk except in the case of gross negligence by the Company or any of its employees. Neither the Supplier nor any of its Personnel will make any claim whatsoever against the Company or any of its employees or ex-employees, in respect of any expense, damage, loss, injury or liability whatsoever which is suffered or incurred by the Supplier or any of its Personnel on the Company's premises or any of its employees.
11. Neither the Supplier nor any of its Personnel will use on the Premises any equipment, material, vehicle or any other item whatsoever which belongs to the Company or any of its employees without first obtaining written authority from the Company for such use. In the event of the Supplier or any of its Personnel using any such equipment, material, vehicle or item on the Company's premises whether or not such use has been authorized in writing by the Company, the Supplier shall indemnify the Company against all damage caused thereto or loss thereof, and against all expenses, damage, losses, injuries and liabilities whatsoever, resulting directly or indirectly from such use which are suffered or incurred by the Company.



12. If the Supplier or any of its Personnel brings into the Premises any equipment, material, vehicle or any other item whatsoever the Supplier shall indemnify the Company against all expenses, damage, losses, injuries and liabilities whatsoever, caused by such equipment, material, vehicle or other item or resulting directly or indirectly from the use thereof, which are suffered or incurred by the Company . Neither the Supplier nor any of its Personnel will make any claim
whatsoever against the Company or any of its employees or ex-employees in respect of any damage to or loss of such equipment, material, vehicle or other item caused other than by the gross negligence of the Company or any of its employees.
13. All information which has been or is disclosed to the Supplier or to any of its Personnel by or on behalf of the Company and all information relating to the business or products of the Company which comes into the possession of the Supplier or any of its Personnel whilst they are on the premises of the Company :
 - a. shall be kept confidential by the Supplier and its Personnel; and
 - b. shall not without the prior written consent of the Other Party be disclosed to any third parties; and
 - c. shall not be used for any purpose other than for the purpose for which the Supplier and the Personnel have been permitted to enter the Premises except to the extent that any such information has passes or passes into the public domain.

The Supplier shall ensure that all its Personnel is bound by such confidentiality undertakings.

14. Neither the Supplier nor any of its Personnel shall refer to the Company's name or to any of the Company's trademarks or products in connection with any advertising or publicity without the prior written permission of the Company .
15. The Company shall have the right to search any vehicle coming into/leaving the Premises for which the authorization for site access has been granted.
16. The Supplier agrees to indemnify the Company or keep the Company indemnified against all expenses, damage, losses, claims, demands, proceedings, injuries or other liabilities whatsoever which are suffered or incurred by the Company and which would not have been suffered or incurred by the Company the Supplier and its Personnel had complied with these General Conditions.
17. In the event the Company is obligated to indemnify any person in, or who was in, the employment of the Supplier against all expenses, damage, losses, injuries and liabilities whatsoever which are suffered or incurred by such person and which would not have been suffered or incurred by such person had the Supplier and its Personnel complied with these General Conditions then the Supplier shall refund the Company any sum paid by the Company by reason of such indemnity.
18. The Supplier agrees to waive any rights of subrogation which the Supplier might acquire against any employee or ex-employee of the Company in respect of the indemnities given by the Supplier in these General Conditions.



GENERAL CONDITIONS OF WORK ON SITE

REGULATIONS FOR EXTERNAL COMPANIES CARRYING OUT WORK AND ENGINEERING ACTIVITIES ON SITE FOR **AGUSTAWESTLAND Italy**

Being an integral part of all the Activity Contracts of “External Technical Services and Consulting Services”,

These Regulations must be countersigned by the Company and one copy has to be returned for acceptance to the Supplying Unit of “Manpower Outsourcing”.

ACCEPTANCE

With reference to the document “**GENERAL CONDITIONS OF WORK ON SITE**”, the Company hereby declares to have reviewed these Regulations and to accept them in their entirety and unconditionally.

Seal and signature of the Company

Date _____