PURCHASE ORDER

Terms and conditions for the supply of goods and services

In these terms and conditions (Conditions) capitalised terms are as defined where first used or otherwise in clause 23.

1. BASIS OF CONTRACT

1.1 The purchase order (Order) accompanying these Conditions constitutes an offer by Leonardo S.p.A. (Company) to purchase Goods and/or Services from the supplier named thereon (Supplier) subject to and in accordance with these Conditions and any specific terms set out in the Order. In the event of any conflict between the Conditions and a specific term set out in the Order, a specific term shall take precedence over these Conditions.

The Order shall be deemed to be accepted by means of return (and enclosing the Attachments) thereof duly signed by the Supplier, within fifteen (15) calendar days from issue thereof by the Company. Once such term has lapsed, the Company reserves the right to cancel the Order or consider the late acceptance by the Supplier as valid and effective, at the Company’s discretion, and in which case the Contract shall come into existence. Orders issued by an agreed electronic method shall be deemed received on the date sent.

1.2 These Conditions apply to the Contract and exclude any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3 All of these Conditions shall apply to the supply of both Goods and Services, unless stated otherwise in the Order where applicable to the other or one is specified.

2. SUPPLY OF GOODS

2.1 The Supplier shall ensure that the Goods:

(a) correspond with their description and conform with the Goods Specification;

(b) are of satisfactory quality and fit for any purpose notified to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier’s skill and judgment;

(c) are free from defects in design, materials and workmanship;

(d) comply with all applicable statutory and regulatory requirements and incorporate carriage codes relating to the manufacture, labelling (including CE marking), packaging, storage, handling and delivery, by whatever means, of the Goods. Where the Goods are, or incorporate, dangerous goods or chemicals, the Supplier shall diligently comply with its obligations hereunder and promptly provide all material safety data sheets and SVHC declarations as required; and

(e) are free of second hand, counterfeit and/or replica parts.

2.2 Save for any latent defects, the Company shall only be able to bring to the Supplier’s attention defects in materials and workmanship before the expiry of the latter of (i) twenty four (24) months from the date of delivery to the Company; (ii) twelve (12) months from acceptance of the Goods by the Company’s customer (if applicable); and (iii) any other period stated in the Order.

2.3 The Supplier shall ensure that at all times it has and maintains all the licences, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3. DELIVERY OF GOODS

3.1 The Supplier shall ensure that:

(a) the Goods are properly classified, labelled and packaged in compliance with the European Union (EU) Directive 94/62/EC and any modification or amendment to it and secured in such manner as to enable them to reach their destination in good condition. Any packaging materials and/or their return to the Supplier shall be at the cost and risk of the Supplier;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)) and special storage instructions (if any), together with a Certificate of Conformance.

3.2 The Supplier shall deliver the Goods strictly in accordance with the Goods Specification on the date specified in the Order (or, if no such date is specified, then within 30 days of the date of the Order), and, unless otherwise instructed by the Company, during the Company’s normal hours of business on a Business Day. Save where expressly stated on the Order, delivery shall be DAP Incoterms (ed. 2010). Delivery dates relate to the date specified in the Order and are not permitted.

3.3 The Supplier shall deliver the quantity of Goods ordered strictly in accordance with the Order, failing which the Company may reject the Goods and any rejected Goods shall be returned at the Supplier’s risk and expense.

3.4 Title and risk of the Goods shall pass to the Company on completion of delivery in accordance with the requirements of the Contract.

4. SUPPLY OF SERVICES

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

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

4.3 In providing the Services, the Supplier shall:

(a) co-operate with the Company in all matters relating to the Services, and comply (at no additional cost) with all reasonable instructions of the Company;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the member of Supplier’s trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with this Contract;

(d) ensure that the Services and Deliverables conform with the Service Specification, and that the deliverables shall be of satisfactory quality and fit for any purpose expressly or impliedly made known to the Supplier by the Company;

(e) save as agreed with the Company in writing, provide all equipment, tools and vehicles and such other items as is required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all necessary licences, consents and certificates and comply with all applicable laws and regulations; and

(h) not do or omit to do anything which will or may cause any legal obligations to be incurred by the Company by the Supplier’s act or default, and in any case, result in the Supplier being held liable for any actions or omissions which could be taken in mitigation (including the cost of such actions). The Supplier shall comply with the relevant internal procedures referred to in the Order, as applicable.

5. OBSOLESCENCE

The Supplier must notify the Company in writing without delay of any actual or potential obsolescence issues affecting the Contract, that it identifies from time to time, such notice to include complete and accurate details of: (a) the obsolescence issue identified; (b) its impact on the performance of the Contract; and (c) any actions that could be taken in mitigation (including the cost of such actions). The Supplier shall comply with the relevant internal procedures referred to in the Order, as applicable.

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

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

6.1 The Supplier accepts (and shall procure that any work carried out by or on behalf of the Supplier at the Company’s premises and any visit by any of the Supplier’s employees, agents and sub-contractors to the Company’s premises shall:

(a) be subject to the Company’s general conditions of work on site as are in force from time to time (copies available upon request); and

(b) comply with all relevant legislation, including the Legislative Decree n. 81/2008, the Management of Health & Safety at Work Regulations 1999, the Legislative Decree n. 152/06 (Testo Unico Ambientale) and any modifications or amendments to such legislation; and

meet their regulatory obligations regarding environmental compliance.

6.2 The obligations under Clause 6.1(b) and (c) shall also apply to the Supplier’s premises (or any premises at which the Supplier has any activities which may affect the environmental performance of and compliance with a Supplier, including inspecting and testing the Goods and/or the performance of the Services, but any such inspection or testing shall not constitute acceptance of the Goods and/or Services by the Company.

6.3 The Supplier and sub-contractors shall fufill or give to the Company all the Health and Safety documentation required in the Legislative Decree n. 81/2008 or the additional documentation required by the Company.

6.4 The Supplier and sub-contractors shall not enter the Company’s premises unless accompanied by the Company.

6.5 The Supplier and sub-contractors shall use only access restricted areas and/or use Company machinery or tools when permitted by the Company.

7. COMPANY MATERIALS

In supplying the Goods and/or Services, the Supplier shall not use any equipment or items of whatever kind including but not limited to raw materials, samples, jigs, tooling, drawings, patterns, specifications data and information supplied by the Company to the Supplier in connection with the Contract (Company Materials) in safe custody at its own risk, adequately insure the Company Materials with a reputable insurer to its total commercial and material value in good condition and in accordance with any instructions or manuals provided or identified to the Supplier by the Company or its fair wear and tear.

The Supplier shall clearly mark the Company Materials as the property of the Company (including any Company issued tooling number as applicable), not dispose or use the Company Materials other than in accordance with the Company’s written instructions or guidance and at the Company’s written request, return the Company Materials to the Supplier at its own cost and expense.

The Supplier shall indemnify the Company against all loss of or damage to any Company Materials which occurs whilst it is in the Supplier’s possession, custody or control. The Company may at any time request have the right to inspect any Company Materials. All Company Materials are the exclusive property of the Company.
8. COMPANY REMEDIES
8.1 If the Supplier is in breach of any terms of the Contract, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:
(a) to terminate the Contract in accordance with clause 16;
(b) to refuse to accept any subsequent performance of the Services or goods supplied by the Supplier in connection thereto; and
(c) to recover from the Supplier any costs incurred by the Company in obtaining substitute goods or services from a third party;
(d) to have refunded all sums where the Company has paid in advance for Goods and/or Services which have not been delivered by the Supplier; and
(e) to claim damages for any additional costs, loss or expenses, whether attributable in whole or in any way attributable to the Supplier’s breach;
(f) to require the Supplier to repair or replace, at Company option, any rejected Goods within 30 days of notification, or to provide a full refund of the price of the rejected Goods (to the extent paid); and
(g) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier’s risk and expense.
8.2 If any Goods and/or Services are not delivered by the applicable date, the Company may, at its option, claim or deduct, from any sums payable, 2 per cent of the total price (or a proportion thereof) of the Goods and/or Services (i) not delivered on the correct date; and (ii) which have been delivered but that cannot be used by the Company for the purpose for which they were ordered, as a result of the delay, for each week’s delay in delivery by way of penalty as per article 1382 of the Italian Civil Code, up to a maximum of 14 per cent. Such penalty shall be charged for the delay in delivery and is not in substitution of the remedy in clause 8.1 above. The Company shall not impose such penalty provided the delay in delivery does not exceed seven (7) calendar days.
8.3 The Company may withhold any advance payments agreed under the Contract if the Supplier has breached the Contract in such a way as to render it remedied to the Company’s reasonable satisfaction.
8.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier, save that for repairs only the unexpired part of the periods in clause 8.2 shall apply.
8.5 The Company’s rights under this Contract are in addition to any other remedies implied by the law.
9. COMPANY’S OBLIGATIONS
The Company shall provide the Supplier with reasonable access at reasonable times to the Company’s premises for the purpose of providing the Services and to have such information as the Supplier may reasonably request for the provision of the Services and the Company considers reasonably necessary for the purpose of providing the Services.
10. CHARGES AND PAYMENT
10.1 The price for the Goods and/or the charges for the Services (deemed to include every cost and expense directly attributable to the Supplier in connection thereto) shall be the amount set out in the Order, exclusive of value added tax. No extra charges shall be payable unless agreed in writing and signed by the Company.
10.2 In respect of Goods, save as otherwise agreed, the Supplier shall invoice the Company on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Company on completion of the Services, being understood that in both cases the Supplier will be entitled to issue the relevant invoice exclusively upon receipt from the Company of a certificate of acceptance as acknowledgement of the correct delivery of the Goods and/or performance of the Services. Each invoice shall include such supporting information (i.e. shipping documents for Goods and a certificate of acceptance for Services) required by the Company to verify the accuracy of the invoice, including but not limited to the relevant Order number.
10.3 In consideration of the supply of Goods and/or Services by the Supplier strictly in accordance with the Order, the Company shall pay the invoice amounts within 90 days or that different term agreed in the Contract and upon receipt of a valid and correct invoice tax free in the country where the activities are performed or in the country where the activities are performed or in the country where the Supplier has its tax residence or registered office.
10.4 Payments shall only be made in favour of the Supplier and therefore cannot be made to bank accounts of any individual or legal person other than the Supplier and in the country where the activities are performed or where the Supplier has its tax residence or registered office.
10.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier consents to the Company disclosing copies of all Orders and Supplier invoices to the Company’s customer where required by law and the Supplier shall ensure that this is permitted from its suppliers in connection with the Contract.
10.6 For any disputed matters, payment obligations shall be suspended in connection thereto until the matter is finally resolved.
10.7 To the extent the obligation of electronic invoicing is applicable, as provided by the Italian Law no.205/2017, the Supplier shall submit the relevant invoice using the relative identification code.
11. INTELLECTUAL PROPERTY RIGHTS
11.1 The Supplier warrants and indemnifies the Company against any claim by a third party that the Goods and/or Services supplied by the Supplier infringe any intellectual property rights of any third party.
11.2 The Supplier shall promptly at the Company’s request, do (or procure to be done) all such further acts and things, provide or procure any necessary information and/or know how to the Company and execute all such other documents for the purpose of securing for the Company the full benefit of the Contract, including without limitation all right, title and interest in and to the Intellectual Property Rights assigned to the Company in accordance with clause 11.2.
12. INDEMNITY
The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company as a result of or in connection with any claim made against the Company by a third party for (a) actual infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods and/or Services; (b) breach of the obligation to supply of the Goods and/or Services; (c) the delivery or use of the Goods and/or Services; (d) the price of the rejected Goods (notwithstanding any Company option, to be paid to the Company), or the claim for the Goods or an amount deductible from the price of the Goods; (e) the Goods or the Services; (f) other than negligence; (g) the Goods or the Services; (h) any way attributable to the Supplier’s breach; (i) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier’s risk and expense.
13. INSURANCE
During the term of the Contract and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, a public liability insurance and a professional liability insurance, for an amount suitable to cover any liabilities that may arise under or in connection with the Contract, and shall on the Company’s request, produce the insurance certificate.
14. CONFIDENTIALITY
14.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the Company for the purpose of the Contract.
14.2 The Supplier may disclose such confidential information to those of the Supplier’s employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier’s obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Supplier shall disclose such of the Company’s confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, provided that the Supplier notifies the Company in advance of any such disclosure where it is lawful to do so and provided that the Supplier shall not disclose the same to any third party without written assurances that it will be treated in confidence. The Supplier shall immediately return to the Company and delete from all IT Systems, on request of the latter, all Reserved Information, providing evidence of such deletion.
14.3 The Supplier shall not publicise or otherwise disclose this Contract nor any of its terms to any party without obtaining the prior written approval of the Company.
14.4 The Supplier shall apply to each Company’s Reserved Information disclosed the specific security measures described below, appropriate to the level of classification assigned to such information:
Company Confidential: information can be disclosed only to people in a predefined nominative distribution list. The disclosure of paper documentation takes place either by hand delivery or with double envelope through authorized carriers. The disclosure in electronic format is allowed via email with encryption, it is forbidden to use private / free mailboxes; or through file sharing systems with encryption and double-factor authentication; the minimum acceptable encryption is always AES256.
Company Restricted: information can be disclosed to a predefined distribution list only. The disclosure of paper documentation takes place either by hand delivery or with double envelope through authorized carriers. The disclosure in electronic format is allowed via email with encryption, it is forbidden to use private / free mailboxes; or through file sharing systems with encryption and double-factor authentication; the minimum acceptable encryption is always AES256.
Company Internal: information in paper form can be disclosed by hand delivery or by post in a sealed envelope. The disclosure in electronic format is allowed via email, it is forbidden to use private / free mailboxes; or through file sharing systems with access control with user ID and password.
14. It is understood that Leonardo will be entitled to take legal action to claim for the damages incurred from the non-performance of any of its obligations under this Agreement, or herein, to obtain a judicial order for the protection of its own interests.

15. EXPORT LICENCES AND CONSENTS

15.1 The Supplier shall obtain, at its own cost, all such export licences and/or consents in accordance with any Goods and/or Services as are required from time to time prior to the dispatch of the relevant shipment or provision of services (as applicable) and shall promptly provide copies of the same to the Company on receipt thereof together with accurate and complete details of all authority, consents (to include the end user) and their role; (ii) the Goods and/or Services, part or item export classification number; (iii) the country of origin; (iv) the country of manufacture; (v) export licence number; and (vi) export licence date of issue. The Company may withhold all further payments under this Order until the Supplier has fully complied with its obligations under this clause 15.1.

15.2 Should the Supplier not be able to deliver the Goods and/or Services on the agreed delivery date as a result of any non-compliance with any Goods and/or Services as are required from time to time prior to the dispatch of the relevant shipment or provision of services (as applicable) and shall promptly provide copies of the same to the Company on receipt thereof together with accurate and complete details of all authority, consents (to include the end user) and their role; (ii) the Goods and/or Services, part or item export classification number; (iii) the country of origin; (iv) the country of manufacture; (v) export licence number; and (vi) export licence date of issue. The Company may withhold all further payments under this Order until the Supplier has fully complied with its obligations under this clause 15.1.

16. TERMINATION

16.1 Without limiting its other rights or remedies, the Company may terminate the Contract in whole or in part at any time, with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract so terminated and shall immediately return to the Company any Goods and/or Services on which payment(s) by the Company to the Supplier relating to the Contract (or part thereof) so terminated.

16.2 Subject to clause 16.3, the Company shall pay the Supplier full compensation for any work in progress on the Goods at the time of termination and/or for any Services already performed, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier agrees to accept such sum in full and final satisfaction of all claims arising out of such termination and it shall immediately return to the Company all Goods and/or Services on which payment(s) by the Company to the Supplier relating to the Contract (or part thereof) so terminated.

16.3 The provisions of clause 16.1 and 16.2 shall not apply where the Company has terminated the contract for any of the following reasons:

(a) the Supplier commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of receipt of written notice from the Company to do so;
(b) the Supplier is unable to pay its debts as they fall due or is deemed unable to pay its debts;
(c) the Supplier makes a proposal for or enters into any compromise or arrangement with its creditors or if it enters into liquidation or it suffers the appointment of an administrator or receiver;
(d) the Supplier (being a company) is subject to a winding up petition or (being an individual) is the subject of a bankruptcy petition or order to the extent permitted and subject to article 72 of the Legislative Decree 9th January 2006, n. 5 or any other later Act in the same line;
(e) the Supplier suspends or ceases, or threatens to suspend, or cease all or a substantial part of its business, and in such circumstances the Company shall have the right to recover any costs, charges, or expenses incurred, including those sustained to procure the Goods and/or Services elsewhere in addition to any further damages or losses that the Company may suffer as a consequence of such termination;
(f) the Supplier suspends or ceases, or threatens to suspend, or cease all or a substantial part of its business, and in such circumstances the Company shall have the right to recover any costs, charges, or expenses incurred, including those sustained to procure the Goods and/or Services elsewhere in addition to any further damages or losses that the Company may suffer as a consequence of such termination.

16.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect, including but not limited to clause 12 (Remedies for Breach of Contract).

16.5 On termination of the Contract for any reason, the Supplier shall deliver to the Company, immediately upon request, all Deliverables whether or not then complete, and return all Company Materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17. ANTICORRUPTION LAWS, ORGANIZATIONAL MANAGEMENT AND CONTROL MODEL PURSUANT TO LEGISLATIVE DECREE n. 231/01, ANTI-CORRUPTION CODE AND CODE OF ETHICS

17.1 In the performance of the Contract, the Supplier shall comply with the applicable anticorruption laws (the “Anticorruption Laws”).

17.2 The Supplier also undertakes to comply with, and to have any of its employees or sub-suppliers, the obligations arising from applicable laws and the principles provided in the Company’s Organizational Management and Control Model pursuant to Legislative Decree 8th June 2001 n. 231 (“Model 231”) adopted by the Company, in the Code of Ethics and in the Anticorruption Code of the Leonardo Group (hereinafter collectively referred to as the “Codes”) available at the Company’s website, the provisions of the Anticorruption Code of the Leonardo Group (hereinafter collectively referred to as the “Codes”) available at the Company’s website, which the Supplier declares its thorough knowledge and acceptance.

17.3 The non-compliance, even partial, with the principles established in the Model 231 and/or in the Anticorruption Code of the Supplier shall constitute a serious non-fulfilment and shall give the Company the right to terminate the Contract respectively by sending a registered letter containing the brief indication of the circumstances giving rise to non-fulfilment. In the event of news or press information alleging such non-compliance, pending all related investigations, the Company shall have the right to suspend and/or terminate the Contract by means of a registered letter containing indications of the circumstances from which such non-compliance may be reasonably deduced.

The right to terminate or to suspend the execution of the Contract will be exercised only if the Supplier, that will be charged with all major or consequential costs deriving there from, who will be also liable for any further material and immaterial damages deriving from such non-fulfilment. The Supplier shall hold the Company harmless and indemnified from any and all actions or claims brought by any third parties in connection with such non-compliance or, in any event, consequential thereto.

18. OFFSET OBLIGATIONS

At the Company’s request, the Supplier shall use its reasonable endeavours to support the Company in fulfilling its Obligations and shall grant to the Company the full benefit of all applicable offset credits in relation with the Order.

19. COMPLIANCE WITH APPLICABLE LAWS AND RULES

In its performance of the Contract the Supplier shall comply with:

(a) all applicable laws and regulations including, but not limited to, the Relevant Regulations as may apply; and
(b) the Company’s Quality Requirements for Suppliers as may be in force from time to time.

(c) Law 136/2010, if the final Customer is an Italian public entity. In this case the parties undertake to trace and record the financial flows related to the performance of the supply. In particular the Supplier is committed to:

1. ensure that contracts and/or orders contained in this article under this article;
2. use payment methods to ensure full observance of all financial movement related to the Order;
3. communicate the bank details in compliance with the law provisions;
4. indicate in the invoice the number of C.I.G. and/or C.U.P sent by the Company.

20. PROCESSING OF PERSONAL DATA

20.1 The Parties acknowledge that in the ordinary course of this Contract, even during the pre-contractual stage, they may come to possess personal information in relation to employees, consultants and other represented persons of the Company (“Business Contact Data”). Subject to compliance with the EU General Data Protection Regulation 2016/679 and its implementing legislation, in the roles respectively assumed by each Party in the processing of personal data, in this last case the Company will appoint the Supplier that will accept, as data processor pursuant to Article 28 of the GDPR, by virtue of a deed of appointment that will be agreed between the Parties. As a consequence, by virtue of such appointment, the Supplier shall respect the instructions and the obligations laid down by the Data Controller, and fulfill the obligations set forth by the Applicable Privacy Law.

20.2 The Supplier agrees that the provision of personal data for the purposes under the preceding clause 20.1 and the consequent processing of the Data is necessary: failing this provision and consent, the Company may be in a position not to carry out and keep the business relationship with the Supplier.

20.3 If, during the performance of this Contract set forth herein, the Parties ascertain that it is necessary to process personal data (the “Business Contact Data”) pursuant to the Applicable Privacy Law, and that data controller should be the Company, the Parties will undertake, in the event of any dispute arising with the Company, to remedy that breach within the timeframes fixed by the Applicable Privacy Law. The Supplier also undertakes to comply with all laws and regulations, as well as the rules imposed by the Company, in the roles respectively assumed by each Party in the processing of personal data.

20.4 The Supplier acknowledges and consents that personal data (hereinafter “Data”) provided to the Company - as Controller as defined by Legislative Decree 196/03 and EU Regulation 2016/679 (hereinafter jointly “Privacy Regulation”) - even during the negotiation stage, will be processed for administration-accountability purposes, to comply with legal obligations and for purposes related to proper protection of the Order, as well as preserved in writing and/or on magnetic, electronic or telematic support.

20.5 The Supplier agrees that the consent to Data processing is considered compulsory and any refusal may determine Company’s inability to discharge its obligations.

20.6 The Parties also acknowledge that, whether in the performance of the Services the Supplier has access to Company personal data, the Supplier - as External Processor - undertakes, with the subscription of the
The Supplier declares that it has read all the clauses of this Order, specifically approving, pursuant to articles 1341, paragraph two and 1342 civil code, the following articles: 3. Delivery of Goods; 8. Company Remedies; 10. Charges and Payment; 12. Indemnity; 16. Termination; 17. Ethical Conduct and Anti-Bribery Compliance; 21. General; 22. Governing Law and Jurisdiction.

For the Supplier:

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

For the Supplier:

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