



EUROCONTROL S.p.A General terms and conditions of purchase

Under section 1321 of the Italian Civil Code, these general terms and conditions of purchase (general contract terms and conditions) are an integral part of any purchase order made with the supplier of goods and services to Eurocontrol S.p.A.. The general contract terms and conditions are intended as accepted when they are signed.

1. CLOSURE OF THE CONTRACT

The contract is entered into when the Purchaser receives confirmation of the order. Acceptance, cancellation or other communications may be sent by fax, email and/or registered letter with advice of receipt.

2. NON-ASSIGNMENT OF THE CONTRACT

The Supplier shall in no case assign or transfer all or part of the receivables generated by this contract, unless that assignment has been agreed in advance and authorised by the Client in writing.

3. EXECUTION AND TERMS AND CONDITIONS OF DELIVERY

The Supplier guarantees that the goods being supplied and/or activities to perform comply with the characteristics required by the Purchaser. Supply shall be accompanied by a declaration attesting to conformity of the product with the requirements pursuant to ISO 9001 Quality Certification.

The order may be subject to the Government Quality Assurance (GQA) scheme and to that end, the Government Quality Assurance Representative (GQAR) may carry out audits with free access to the Supplier's premises while the service is being performed.

4. SHIPMENT AND DELIVERY OF GOODS

Unless otherwise indicated, goods shall be shipped to the Purchaser's registered office, according to the times and methods stated on the order. Goods shall be accompanied by a delivery note or by a shipping invoice, or by an invoice issued within 24 hours from shipping the goods. No party is responsible for delay or noncompliance caused by *force majeure*.

5. DEFECTS AND RETURNS OF GOODS

The Supplier guarantees the absence of flaws and defects in the supply in addition to the correct operation and immediate possibility of using the goods or services.

As an exception to the provisions of Section 1495, Italian Civil Code, the Purchaser may lodge a complaint for flaws and defects of received goods within 90 days from acceptance or from test and inspection. If all or part of the supply is noncompliant and therefore unfit for its envisaged use, the supplier shall check it, then make arrangements, at their own expense to collect it.

6. WITHDRAWAL

The Purchaser has the right to withdraw from the purchase order at any time by sending a registered letter with advice of receipt; withdrawal is effective from the time the supplier receives notification. Still, the Purchaser shall pay the Supplier the value of any service or goods provided to that point.

7. PROTECTION OF INTELLECTUAL AND INDUSTRIAL PROPERTY

Drawings, prints, models and any software delivered to the Supplier to execute the contract remain the property of the Purchaser and shall be returned when work is completed. The Purchaser's materials may only be used for the supplies requested and may not be disclosed or copied. The Supplier also guarantees that the goods and services supplied do not contravene third-party patents, licences or rights.

The parties undertake to keep confidential technical and commercial information that may come to their notice during the supply work.

8. CODE OF CONDUCT

The supplier declares that they are aware of the provisions set forth in Legislative Decree 231/2001 (these may be consulted at www.eurocontrol-spa.com), that their business activities comply with the aforementioned provisions, and that the methods they use to perform their business activities are suitable to prevent any relevant conduct pursuant to the foregoing decree. The supplier shall be familiar with the ethical and behavioural regulations set forth in the Eurocontrol spa Code of Conduct and undertakes to comply with them. Any legal proceedings pursuant to Legislative Decree 231/2001 lodged to ascertain whether or not to charge the supplier and/or their associates for their conduct, which comes to the attention of our company in any way whatsoever, will give us the legitimate right to withdraw from the contract for just cause.

9. COURT OF JURISDICTION

In the event of disputes, the parties undertake to attempt to come to a settlement; if this is not possible, the Court of Genoa, Italy shall have jurisdiction.

10. PRIVACY

The parties undertake to process personal data in compliance with the provisions of the Privacy Law (Italian Legislative Decree 196/2003), as amended.