

**GENERAL CONDITIONS
FOR PURCHASE OF GOODS AND SERVICES**



 **RARTEL**
TELESPAZIO
a LEONARDO and THALES company

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Art. 1 - DEFINITIONS

For the aims of these general conditions, the following terms will have the meaning given beside them:

- "General Conditions": these general conditions for purchase of goods or services.
- "Appendices": the documents attached to the Order, including any document mentioned, even if not actually attached.
- "Special Conditions": Special Conditions include anything provided for in the Purchase Order (including the Appendices) not part of the General Conditions.
- "Purchase Order": the document issued by RARTEL SA for a specific supply of goods or services consisting of the Special Conditions and the General Conditions (hereinafter called "Order").
- "RARTEL": the company RARTEL SA issuer of the Order.
- "Supplier": the entity the Order is issued to.
- "Activity": the supply of goods or services subject of the Order.
- "Party", "Parties": RARTEL and the Supplier are referred to below as a "Party" and jointly as the "Parties".
- "Incoterms": international rules for interpretation of the delivery terms of the International Chamber of Commerce, in force at the date of the Order.
- "DDP": Delivery Duty Paid, one of the delivery conditions provided for in Incoterms.
- "Consideration": the overall amount printed on the Order and owed to the Supplier for the goods or services subject of the Order in question.
- "Auxiliaries": everyone collaborating with the Supplier to carry out the Activities and third parties in general utilized by the Supplier for fulfilling its obligations deriving from the Order, such as its employees, consultants, collaborators, as well as any sub-contractors, and the latter's employees, consultants and collaborators.
- "C.C.": Romanian Civil Code.

Art. 2 - ORDER, PRIORITY AND ACCEPTANCE OF THE ORDER

The Order is issued according to the General Conditions stated below and to the Special Conditions it contains, which are an integral part of the Order in question.

In the case of a conflict between the above-mentioned documentation, the provisions contained in the Special Conditions shall prevail over the General Conditions. The Special Conditions stated on the Order form shall prevail over those contained in any appendices in the case of a conflict.

The Order shall be considered accepted the moment the Supplier sends the relevant Order confirmation, duly signed in every part and completed with the date, to the following address: RARTEL SA, Bucharest, 70 Dr. Iacob Felix Street, 3rd floor, 011041 1st District, Romania, for the attention of the General Manager. For Order acceptance purposes, a copy of the Appendices signed on every page shall also be returned to

RARTEL together with the Order confirmation. When an order is not accepted due to what is specified in the foregoing, the Order shall not be considered valid and effective for RARTEL, which shall therefore not be obliged to accept the supply or settle the Consideration.

If the Supplier makes changes to the Order, these shall only be considered valid if explicitly accepted in writing by a duly authorized representative of RARTEL, even if stated on the Order confirmation. The conditions listed in the Supplier's offers, invoices, letters, faxes, emails, etc., shall not apply unless they have been explicitly accepted by RARTEL.

Art. 3 - CONSIDERATION

The Consideration refers to the supply to which the Order refers, according to conditions, terms, timing and specifications established in the Order in question.

The supply as set forth in the Order shall be made with explicit renunciation of any price increases or revision by the Supplier due to any sort of fluctuation in costs, including the cost of raw materials, labour and any other factor, as the Supplier solely shall incur any risk in this connection. The Supplier therefore does hereby explicitly waive its right to ask for cancellation of an Order, due to supervening excessive costs pursuant to article 1271 par (1) of C.C.

Charges for packing, customs, insurance and any other rate, tax or duty to be paid for any reason to private or public entities are considered included in the Consideration agreed upon, unless the Parties agree otherwise.

The parties agree that the Consideration is intended inclusive of any cost and charge, including those the Supplier shall incur to comply with laws, regulations, rules, technical requirements and provisions issued by concerned authorities, as well as to obtain from the concerned entities the permits and authorizations required for carrying out the Activities.

For supplies intended for geographic areas with tax breaks, also particular fulfillments specified and agreed upon between the Parties from time to time shall be observed.

Art. 4 - LIABILITY

By accepting the Order, the Supplier undertakes to keep RARTEL, its directors, employees and delegates free and unharmed by any claim filed by third parties in or out of court related to the activities, materials, instruments, equipment, plants, etc. concerned by the supply or systems that shall be adopted for execution of the same.

The Supplier agrees for itself and its Auxiliaries to keep RARTEL, its directors, employees and delegates free and unharmed by any damage caused to persons or property belonging to RARTEL or third parties, caused by carrying out the Activities as set forth in the Order in question, and shall bear all related burdens, costs and charges.

RARTEL assumes no liability towards third parties for the latter's rights or commitments made to the Supplier in relation to carrying out the Activities as set forth in the Order.

Art. 5 - OBLIGATIONS TO THE PERSONNEL

The Supplier guarantees that the Activities shall be carried out by employing workers that are regularly hired and a part of its organization in accordance with the terms of law and applicable National or Sectorial Collective Labour Agreements, and in accordance with accident prevention rules on the subject.

The Supplier declares and guarantees that it is in order with obligations related to the payment of social security contributions of its Auxiliaries provided for by regulations in force and hereby undertakes to comply with said obligations and show the documentation proving fulfillment of said obligations at the request of RARTEL.

To allow its Auxiliaries to enter RARTEL's premises, under the responsibility of the Supplier and the conditions provided for the RARTEL's safety and security rules, the Supplier agrees to send in advance a list of the names of the people who shall enter said premises.

When foreign personnel shall enter RARTEL's premises, the Supplier shall comply with what has been established in the foregoing, and also send RARTEL details of an identification document sufficiently in advance and by no later than 10 days before the person shall enter its premises.

Breach of the obligations as set forth in this article will lead to termination of the Order by law, without prejudice to RARTEL's right to compensation for any damages even when jointly responsible with the Supplier.

Art. 6 – SAFETY OBLIGATIONS

The Supplier undertakes to comply fully with provisions in force on occupational health and safety, hygiene and the environment with particular but not exclusive reference to Law no. 319/2006 on Security and Safety at Work and to Implementing Rules of Law 319/2006, as approved by Government Decision 1425/2006. Specifically, as regards the provisions of art. 6 and 7 of Law no. 319/2006, the Supplier:

- undertakes to update the documentation submitted prior to the Order proving its technical and professional qualification;
- declares under its responsibility that it has received detailed information on specific risks existing in the environment it shall operate in and on prevention and emergency measures adopted;
- undertakes to scrupulously conform the behavior of its Auxiliaries to the safety plan in force for the place where the activities are carried out and acknowledges that RARTEL retains the right, at its discretion, to request replacement of its personnel who have breached behavioral and safety rules;
- agrees to cooperate with implementation of risk prevention and protection measures against workplace accidents while carrying out the activities to which the Order refers;
- undertakes to coordinate interventions for the protection and prevention against the risk that workers are exposed to, keeping each other informed so as to eliminate any

risks due to interference with activities of different businesses involved in realizing the project as a whole;

- declares that it has fulfilled legal obligations as regards insurance, social security and protection of workers, and as regards work and safety equipment;
- undertakes to provide its employees with suitable photo identification badges giving details on the worker, his employer's name, date of hiring and in case of a sub-contract, the related permit.

Breach of the obligations and commitments described above is grounds for cancellation of the Order, de jure and without prior formalities, in accordance with art. 1553 of the C.C. without prejudice to the right to compensation for damages.

Art. 7 - REPRESENTATIONS AND WARRANTIES

By accepting the Order, the Supplier:

- declares, under its responsibility, that it is not in any temporary or permanent conditions of incompatibility with carrying out the activities to which the Order refers, as laid down in rules of law in force;
- guarantees that no rules of law or applicable regulations or third party rights will be breached to carry out the activities to which the Order refers, including but not limited to industrial and intellectual property rights;
- declares and guarantees that it owns outright the goods and any licenses provided in connection with the Order and declares that the goods are free from any obligation, collateral security or third party rights;
- guarantees that the goods relating to the Order shall conform to any Romanian and European Union standards that applies to them.

The Supplier undertakes to keep RARTEL unharmed by any sort of loss, cost, damage or charge incurred by RARTEL due to breach, untruthfulness or inaccuracy of any of the declarations or guarantees contained in this article. RARTEL retains the right to terminate the Order by law and without prior formalities, pursuant to art. 1553 of the C.C. due to any breach, untruthfulness or inaccuracy of any of the foregoing declarations or guarantees, without prejudice to its right to compensation for any damages.

Art. 8 - DELIVERY AND RETURN OF THE GOODS

The Supplier agrees to deliver the goods related to the Order based on what is established in these General Conditions, and other specifications in the Special Conditions. The delivery conditions of the goods shall be DDP at the place of delivery specified on the Order (carriage free), unless provided for otherwise in the Special Conditions. A copy of the packing slip or equivalent document shall travel with the goods. This document shall show details on the Order (number, date and order position) it refers to.

Defective goods or those not meeting the conditions agreed upon or not conforming to drawings or technical characteristics, etc. shall be refused and put at the disposal of the Supplier or returned to the assigned port at the Supplier's expense.

Art. 9 - WARRANTY

The Supplier guarantees that the goods or services supplied meet the technical specifications foreseen in the Order. The Supplier further guarantees that they are free from flaws and material and manufacturing defects.

The Supplier undertakes to repair or replace at its expense any flawed supply or defective or flawed parts with new and original spare parts. Transport costs necessary for replacement or repair of the defective supply shall be borne by the Supplier.

The warranty period of the goods related to the Order is 12 (twelve) months or any greater term provided for by the laws in force, starting from the acceptance date of the supply. If goods have been repaired or replaced, the warranty period will be automatically extended by the period of time for which the goods were not at the disposal of RARTEL.

The warranty does not apply when a defect is caused by natural wear and tear, or RARTEL's inexperience or negligence.

When replacement of flawed parts is impossible, the Order shall be considered cancelled de jure and the Supplier shall be obliged to provide compensation for any damages.

Art. 10 – RARTEL FURNISHED ITEMS

All items furnished by RARTEL for carrying out the Activities shall be returned upon completion of the Activity as set forth in the Order, unless the Parties agree otherwise. The Supplier cannot transfer to third parties, alter or use the items furnished by RARTEL for other purposes and shall be responsible for their safekeeping, preservation and proper use.

Specifically, the Supplier agrees to utilize the above-mentioned items with the utmost care and diligence. In the case of destruction, damage or loss due to its own fault, the Supplier will be obliged to replace or repair such items at its own expense, or when that is impossible to reimburse RARTEL for the difference in value determined on the basis of current market prices in relation to the extent of the loss. The Supplier is not obliged to pay any compensation due to normal wear and tear deriving from proper use of the items in question.

The Supplier agrees not to hold RARTEL liable for any damage to persons or property which may be caused by improper use of the RARTEL furnished items, and has checked them beforehand and found them safe and suitable for their intended use.

Art. 11 - INVOICING AND PAYMENTS

The invoice shall refer to one Order only and contain details on the Order (number, date and order position) it refers to and be sent to RARTEL, Bucharest, 70 Dr. Iacob Felix Street, 3rd floor, 011041 1st District, Romania,. The original of each document accompanying the supply (certificates of origin and quality, vouchers, etc.) or necessary to let RARTEL check and accept the invoice in question shall be produced and submitted. The Supplier agrees to send any changes in the information related to payment (e.g. bank details) with written notices addressed to RARTEL, Bucharest, 70 Dr. Iacob Felix Street, 3rd floor, 011041 1st District, Romania,.

Art. 12 - CONFIDENTIALITY

The Supplier agrees to comply with and ensure that its Auxiliaries comply with the confidentiality obligation related to all information, data, documentation and news concerning the Order. Accordingly, the Supplier will be obliged to take all necessary prevention measures, specifically, all actions, including of a legal nature, required to prevent distribution and use of the foregoing.

The Parties mutually acknowledge that the confidentiality obligations provided for in this article shall apply for the validity of the Order and for three years after termination of the same for any cause or reason.

If the obligations provided for in the previous paragraphs are breached, RARTEL can cancel the Order, de jure and without prior formalities, according to art. 1553 of the C.c. without prejudice to compensation for any damages.

The Parties further acknowledge that none of the content of the Order can ever be interpreted or utilized to prevent distribution or circulation of information that is: (I) public domain when it is exchanged by the Parties, or becomes so thereafter, (II) obtained from third parties without confidentiality obligation; (III) worked out independently or internally by one of the Parties without using any element found in the information or documentation received from the other Party; (IV) received formally from a public authority having competence or jurisdiction over the Parties.

Art. 13 - SPECIAL PROVISIONS

The Supplier acknowledges that the Order's efficacy is subordinate to full compliance with the provisions of this clause. Specifically, it declares that no sanction, whether definitive or provisional, entailing the inability to contract has been inflicted against the Supplier's legal representative or members of the administrative body, such as prevention measures or exclusions, suspensions or lapses as set forth in applicable regulations and no pending proceedings for fraudulent management, breach of trust, forgery, use of forgery, fraud, embezzlement, perjury, giving or taking bribes, financing illegal activities are underway against Supplier's legal representative or members of the administrative body.

If the Supplier fails to comply with these provisions, the Order will be cancelled by law and without prior formalities, without prejudice to the right to compensation for any damages.

Art. 14 - INDEPENDENCE OF THE PARTIES

RARTEL and the Supplier declare and confirm that they are independent parties and retain their independence. Without prejudice to the obligations assumed by the Supplier upon acceptance of the Order, the Parties explicitly declare that the Activities will be carried out in total independence and they will be free to organize them without any ties as employer or employee or of subordination or working hours.

The Order does not establish any relationship of association, partnership, consortium, common organization or agency between RARTEL and the Supplier.

Neither RARTEL nor the Supplier has the power to bind the other party or assume obligations on behalf of the other without the prior written consent of the interested party.

The Parties hereby agree to operate with a spirit of utmost collaboration and to respect to the letter every law or regulation that applies and based on the highest standards of ethics.

Specifically, they undertake to exchange all information necessary for properly carrying out the activities and commitments provided for in the Order.

Art. 15 - ASSIGNMENT

The Supplier is strictly forbidden to assign for any reason, all or some of its obligations or rights deriving from the Order without the prior written consent of a duly authorized representative of RARTEL, otherwise the assignment shall be null and void. Disregard for this provision shall entitle RARTEL to cancel the Order, by law and without prior formalities, according to art. 1553 of the C.C., without prejudice to RARTEL's right to compensation for any damages.

Art. 16 – TERMINATION

Apart from what has been explicitly provided for in each article of these General Conditions and the Special Conditions, if any, RARTEL can exercise the right to unilateral cancellation pursuant to art. 1552 of the C.C. without prejudice to its right to compensation for any damages, if the Supplier shall undergo receivership, bankruptcy or other insolvency or enforcement procedure.

Art. 17 – CODE OF ETHICS

The Supplier will carry out the activities related to the Order in full compliance with the Code of Ethics, adopted by RARTEL, which the Supplier declares that it knows and accepts. Said document is available at the Internet site www.rartel.ro; the Supplier shall at any time be entitled to ask RARTEL to deliver a paper copy of it.

The Parties agree that breach of the principles established in said Code of Ethics, even partial, will constitute a serious default and will give RARTEL the right to terminate the Order by law and without prior formalities, pursuant to article 1553 of the C.C., without prejudice to its right to compensation for any damages.

In the event that there is news, including in the press, from which this breach can be deduced, while awaiting verifications RARTEL will be entitled to suspend performance of the Order by sending a registered letter containing information about the circumstances from which the breach was allegedly reasonably deduced. Exercise of the right to cancel or suspend performance of the Order will be carried out at the expense of the Supplier, which will be charged all ensuing greater costs, without prejudice to RARTEL's right to compensation for any damages caused by the breach referred to in the foregoing, as well as its right to be kept free and unharmed by any third party action or claim deriving from that breach or as a consequence thereof.

Art. 18 – PRIVACY

The Supplier hereby confirms that he has read the privacy policy statement prepared by RARTEL according to the provisions of Law no. 677/2001 for the protection of individuals with regard to processing of personal data and the free movement of such data which is available at the Internet site www.rartel.com. The Supplier, by accepting this Order, hereby gives his consent to the use of such information for the purposes and aims described in that statement.

Art. 19 - GENERAL PROVISIONS

Any amendment to the Order shall be put in writing and signed by a duly authorized representative of each Party.

If one or more of the clauses in the Order is found to be invalid or void, this will not affect the other clauses which remain in force without amendment. RARTEL and the Supplier will negotiate in order to replace the invalid or void clauses with more appropriate ones in order to attain the same legal and financial results.

Any necessary notice, news or communication shall be sent by telegram, ordinary mail or fax to the respective addresses of the Parties; communications shall take effect from the date of receipt. The Parties will inform each other of any changes in their respective addresses.

This Order represents the sole agreement between the Parties in relation to the matters governed herein and cancels and replaces any other prior or simultaneous agreement, understanding or written or oral contract in relation to the same object.

The Supplier hereby acknowledges RARTEL's right to carry out, either on its own account or through its designated representatives, checks and inspections on compliance with the obligations assumed hereunder, with prior notice of at least 3 working days. The Supplier therefore agrees to assist and aid RARTEL in the carrying out of inspections on its work and provide all material and documentation as well as the necessary support.

The Supplier hereby waives its right to any claim or demand for compensation if the conduct of the activities is made more onerous by the activities carried out by RARTEL, and/or third parties and/or contingencies which may arise as a result of the inspections described in this article.

Art. 20 - GOVERNING LAW AND DISPUTE RESOLUTION

For any matter not expressly provided for Romanian Law applies. For any dispute which may arise between the Parties in relation to the interpretation, execution or termination of this Order, the Court of Bucharest, Romania shall have sole jurisdiction.

Art. 21 - OFFSET

The total value of this Purchase Order is to be applied as offset credit in support of any present or future offset obligations, in Supplier's country, of RARTEL, its subsidiaries and affiliates.

RARTEL shall have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties.

The Supplier will use its best reasonable efforts to assist RARTEL in obtaining offset benefits from the appropriate government officials.