

**ARTICLE 1 - SCOPE OF THE GENERAL PURCHASING CONDITIONS - ENFORCEABILITY**

These general purchasing terms and conditions set out the issuing and executing process for orders of supplies intended for Sagemcom Italia S.p.A. (hereafter named « SAGEMCOM »). The word "supplies" means any hardware or software supplies and any type of service mentioned in the order. Special conditions given on the order add to and may depart from these general conditions; in case of contradiction, they prevail over the general conditions. All clauses or conditions set forth in letters, invoices and other documents issued by the supplier that do not comply with the order conditions are unenforceable on SAGEMCOM. The fact that SAGEMCOM does not claim at any time any one of the present general purchasing conditions shall not be interpreted as a waiver of a later exercise of such a condition.

**ARTICLE 2 - ORDERS**

2.1 To be deemed valid, purchasing orders must be confirmed through a SAGEMCOM order form and be issued by one of the SAGEMCOM purchasing departments, or communicated through SAGEMCOM Suppliers Portal. All responsibility is disclaimed by SAGEMCOM in the case of a supplier starting to execute an order which is not placed in accordance with the foregoing.

2.2 The supplier shall acknowledge receipt of the order in writing, no later than five (5) calendar days following the issuing date, failing which the order shall be deemed fully accepted. The acceptance of the order or any start of execution means the supplier fully adheres to these general terms and conditions and any order clauses and conditions. Should the supplier express reservations these shall, to be valid, be set out in a letter stating the reasons, apart from the supplier's standard acknowledgement form, and be accepted by SAGEMCOM in writing.

**ARTICLE 3 - PACKAGING AND TRANSPORT**

Subject to SAGEMCOM special conditions or specific recommendations, the supplier is responsible for transport. The supplier chooses its carrier, subscribes the insurance policies covering the transport at supplier's costs, in accordance with the incoterm specified in the order and specifies the packing and packaging according to the carrier mode. As a result, damaged goods shall not be accepted by SAGEMCOM. Subject to special provisions, supplies of foreign origin shall be Delivered Duty Paid (DDP named place of destination, according to ICC Incoterms Edition 2020). Identification of the packaging unit and packing units shall be carried out according to the GALIA or failing that, ODETTE standard.

**ARTICLE 4 - SHIPPING DOCUMENTS**

Each delivery shall, if appropriate, include the following documents: a delivery note and an invoice in duplicate. The first copy of the delivery slip shall be attached to the supply in an envelope affixed to the outside of the package, and the second copy of the delivery slip shall be sent by postal mail to the recipient. The slip shall include the order number, the order extension number(s), the SAGEMCOM code, the supply description, the marking, the quantities delivered and the carrier's name. Suppliers shall also state the Combined Nomenclature code, the net and gross weight and the origin of the supplies. Should the delivery note be omitted or incomplete, the payment process shall be delayed. The certificates and reports of the inspections carried out by the supplier according to the quality control provisions and any regulatory documentation required for shipping shall also be included with each copy of the delivery slip. The supplier shall be solely responsible for any sanctions resulting from any discrepancy found by the Customs Administration between the supply type and/or quantity and the indications included on the delivery slip or invoice.

**ARTICLE 5 - DELIVERY DEADLINES**

The contractually agreed delivery date is stated on the order. This is the date on which the supplies are to be made available, in quality and quantity, to SAGEMCOM by the supplier at the address specified in the order. In order to be able to meet customers' needs, SAGEMCOM reserves the right to modify the initially agreed quantities and delivery dates. Subject to any special agreement, the supplier shall accept at least the following firm orders variations:

Contractually agreed date	Up to - 3 months	From - 3 to - 2 months	From - 2 months to - 1 month
Possible Variation	All and any	From + 50% to - 100% of scheduled deliveries	From + 30% to - 50% of scheduled deliveries

Any early delivery in relation to the date agreed in the order that has not been the subject of SAGEMCOM's prior agreement may be refused.

**ARTICLE 6 - LATE DELIVERY**

The supplier shall immediately notify SAGEMCOM of any foreseeable late delivery and of the measures taken as a remedy (production facilities, air transport...), with any ensuing extra cost being borne by the supplier. Further, any delivery made later than the agreed date automatically results in the application of late penalties. The amount of these penalties, to be deducted from the payments, shall either equal a percentage of the late delivery value, or the damage suffered by SAGEMCOM as a result of the late delivery, whichever is the greater. Failing any different provision, this percentage is one half percent (0.5%) per calendar day late for the first five (5) days, and rises to one percent (1%) per day thereafter. The supplier shall be informed of the amount and details of these costs through a non-conformity logistic report. The above provisions are without prejudice to the right of termination according to Article 20.

**ARTICLE 7 - DELIVERY REJECTION**

SAGEMCOM reserves the right to reject the delivered supplies in the following cases :

- in the event of an obvious defect,
- non-compliance with SAGEMCOM's procurement specifications,
- non-compliance with the supplier's technical specifications,
- non-compliance with the standards and regulations in force, particularly if the supplier fails to provide the documents requested by SAGEMCOM regarding the content of hazardous chemical substances ( RoHS directive 2011/65/EU, REACH (Registration, Evaluation and Authorization of Chemicals) regulation N°1907/2006),
- changes in the manufacturing processes,
- if the supplies are damaged,
- all or part of the documents referred to in Article 4 are missing,
- partial delivery, except if SAGEMCOM gave prior agreement, or of late delivery,
- delivery carried out to another address than the agreed address.

The supplier shall pick up every rejected supply within eight (8) days following notification by SAGEMCOM of the delivery rejection. Failing which, the supplies shall be sent back at the supplier's expenses and risk. The provisions of Article 6 shall govern any delay following a delivery rejection. SAGEMCOM also reserves the right to reject any excess supplies. Should the excess supplies be kept, as advanced delivery over a later delivery or order, it shall be subject to a separate invoice, and shall only be settled based on the new agreed date.

**ARTICLE 8 - QUALITY**

The supplies shall comply with the stipulations in the order, with SAGEMCOM's purchasing specifications or with the supplier's technical specifications, provided that they are accepted as reference specifications by SAGEMCOM, and with the standards in force and best practices. The compliance obligation indicated which is incumbent on the supplier is a duty to achieve a given result. No scrutiny by the Official Services or inspections carried out by SAGEMCOM departments shall release the supplier from this duty. SAGEMCOM's Quality Assurance department reserves the right to carry out inspections at the supplier's or at third party's premises, if the supplies are designed, manufactured or assembled by third parties. For this purpose, the supplier must allow SAGEMCOM free access to the premises.

In the event of a non-conformity, the following procedure shall apply:

- joint analysis of the defects found and seeking of the causes,
- corrective actions taken by the supplier to restore the compliance of supplies.

SAGEMCOM reserves the right to keep a note of the costs incurred by repairs plus a fixed cost for management and assessment. The amount of these costs may be deducted from the payments. SAGEMCOM shall supply data supporting the implementation of these costs. The costs referred to in this article are for the sole purpose of sanctioning the non-conformity of supplies. These provisions do not preclude the exercise by SAGEMCOM of all other rights and remedies, either under other order provisions, or available at law. Whatever the case, the supplier shall reimburse SAGEMCOM for expenses incurred for dismantling, transportation, analysis, sorting, refitting and any management fees incurred as a result of the supply's non-conformity.

**ARTICLE 9 - OWNERSHIP TRANSFER - RISK TRANSFER**

Transfer of ownership takes place on the delivery of the supplies, notwithstanding any retention of title clause included in the supplier's documents.

For the supplies purchased within Italian territory, the risks are transferred on delivery of the supplies to the place stated in the order after SAGEMCOM's signature of the delivery note. For the supplies purchased from a foreign country, reference shall be made, on a case by case basis, to the selected Incoterm.

**ARTICLE 10 - SUBCONTRACTING**

Only partial subcontracting is authorized. The supplier shall be responsible towards SAGEMCOM for the proper performance of any task entrusted to subcontractors.

**ARTICLE 11 - TOOLS**

Moulds or any other tools manufactured especially for the execution of SAGEMCOM's orders are SAGEMCOM's property and shall be returned to SAGEMCOM on first request within eight (8) days. The keeping and maintenance of the moulds or tools shall be insured by the supplier at its expenses and risks.

**ARTICLE 12 - PRICES AND PAYMENT**

Unless otherwise specifically provided, prices that are indicated on the order are firm and not subject to revision. Unless otherwise provided, these prices are net and include the costs of transport, packaging and packing for transportation and storage of the supplies as well as the documents referred to in Article 4. Terms of payment are stated on the front of the purchase order form.

**ARTICLE 13 - INVOICING**

Each order shall be billed on a separate invoice. Invoices shall be denominated and sent in duplicate to the Accounting Department of SAGEMCOM issuing the purchase order. Invoices shall bear the number and date of the SAGEMCOM order and the reference numbers of the delivery notes. Furthermore, invoices shall include all the legally required details. SAGEMCOM reserves the right to refuse an invoice for any supply that has not been the subject of an order issued according to Article 2 or that does not include the above-mentioned references or details. Invoices shall strictly comply with the relevant order in order to prevent any invoicing dispute, especially, the date of the invoice, starting point of the term of payment, shall be the delivery date as resulting from the application of the incoterm specified in the order.

**ARTICLE 14 - WARRANTY - LIABILITY**

The supplies shall be warranted against all defects in design, manufacture, and functioning, and against all defective materials and parts for the period stated in the order or, failing this, for a period of twelve (12) months from the date of technical acceptance at SAGEMCOM's premises. The supplier's warranty shall cover parts and labor including movement and transportation. The supplier warrants the ongoing functioning of software programs according to the relevant specifications or technical documentation. Any work carried out under the warranty is itself warranted for a period of twelve (12) months from the date of the end of the work or for the remaining duration of the original warranty, whichever is the greater. The supplier shall compensate for the damages incurred by SAGEMCOM and its customers as a consequence of these defects and accepts forthwith the principle of a commercial negotiation. Should the supplier be unable to properly fulfill this warranty obligation, SAGEMCOM reserves the right to have the necessary work carried out at the supplier's expenses. SAGEMCOM also reserves the right, at any time, to call upon the supplier's liability especially if an action is undertaken against SAGEMCOM, in order to obtain the compensation for all damage caused by a defect of design, manufacture or functioning of the supplies.

**ARTICLE 15 - INSURANCE**

15.1 Liability - The supplier shall hold a third-party liability insurance policy in particular covering its liability after delivery or, where appropriate, its professional third-party liability. The guarantees covered by way of third-party liability after delivery, or professional third-party liability, shall not be less than the following minimum amounts:

- Any physical injuries and loss of life, property damages and non-material damages whether consequential or not, combined, 4,000,000 euros per claim and per insurance year, of which 1,600,000 euros for non-material damages whether consequential or not, 1,600,000 for product recall fees and 800,000 euros for entrusted property. The supplier undertakes to show evidence, prior to performing the order, that such an insurance policy has been taken out.
- Accordingly the supplier shall send to SAGEMCOM a certificate of insurance stating the nature and amount of the coverage duly signed by its insurer.
- Delivery of the above-mentioned insurance certificate does not, in any way, imply any recognition by SAGEMCOM of any limitation of liability of the supplier.

15.2 Damage to entrusted property - If SAGEMCOM is required to entrust the supplier with goods in connection with the performance of the order, the supplier shall insure, at its own expense and on behalf of SAGEMCOM, the entrusted goods against any risk of loss and damage, also including loss of profits resulting from such damage.

**ARTICLE 16 - CONTINUITY**

The supplier undertakes to notify SAGEMCOM at least twelve (12) months in advance of any discontinuation of the supplies from its catalogue. SAGEMCOM may, within this time, issue orders for the required quantities. Moreover, the supplier undertakes, for a minimum period of five (5) years after the discontinuation, to provide SAGEMCOM, in reasonable conditions with the parts, components and other items required to make use of the supply.

**ARTICLE 17 - INTELLECTUAL PROPERTY**

17.1 SAGEMCOM reserves all and any rights of intellectual or industrial property:

- on the supplies executed according to the drawings, diagrams and specifications assembled by SAGEMCOM, as well as on the documents provided by SAGEMCOM for this purpose,
- on the software programs especially developed for SAGEMCOM as part of the order,
- on the moulds, tools, models and other prototypes made in whole or part from SAGEMCOM specifications,
- on any process, especially of manufacture and know-how, consequent to studies funded even indirectly, by SAGEMCOM.

17.2 The supplier grants to SAGEMCOM a user license for the software programs other than those specifically developed for SAGEMCOM and which are incorporated into or associated with the supplies ordered in order to be used for the needs of SAGEMCOM and SAGEMCOM's customers.

17.3 The supplier shall assume responsibility, at its own expense and under its own management, for the defence of any claim or action by a third party directed against SAGEMCOM on the grounds of any part of the supplies, software or services covered by the order infringing any intellectual or industrial property rights claimed by third parties. The supplier shall assume responsibility for any convictions made against SAGEMCOM and shall compensate it for all costs, expenses and other harmful consequences borne by the latter.

**ARTICLE 18 - CONFIDENTIALITY**

The supplier undertakes to keep strictly confidential, not to disclose to third parties nor to use for advertising purposes the technical and commercial elements brought to its knowledge as a result of performing SAGEMCOM's orders, and the supplier shall refrain from using these elements for other purposes than the performance of the said orders. The supplier shall not disclose to third parties that it is a SAGEMCOM supplier and shall not disclose any information on the products concerned, the volumes, or any other information in connection with its business with SAGEMCOM. This obligation shall remain in effect even after the order has been performed. The documents provided by SAGEMCOM shall be returned to it on demand immediately after the corresponding order has been performed.

**ARTICLE 19 - INFORMATION SYSTEMS SECURITY**

Should the supplier need to represent, store, communicate, handle or have access to information, defined as all financial, commercial, technical, strategic or other data relating to SAGEMCOM, the parties undertake to set out their respective obligations on the basis of the provisions set forth in the document named "Principles and the security requirements for information systems applicable to co-contractors" available on : <https://www.sagemcom.com/security>.

**ARTICLE 20 - TERMINATION**

In case of failure by the supplier or its assignees to fulfill any one of its obligations, SAGEMCOM shall be entitled to terminate all or part of the order, at any time and without any legal action, eight (8) days after a notice served by registered letter has remained without effect. Moreover, the order shall be terminated immediately upon notification sent by SAGEMCOM to the supplier in the following cases :

- liquidation or bankruptcy of the supplier if the administrator decides not to pursue performance of the order,
- transfer of the order to a third party not authorized in advance by SAGEMCOM and whatever legal means such transfer is carried out.

Upon termination of the order and on SAGEMCOM's request, the supplier shall:

- make available to SAGEMCOM all the work in progress, especially source software programs, design studies and development files in progress, together with other possible documents provided by SAGEMCOM to perform this work,
- assist SAGEMCOM to ensure the proper transfer of the work in progress and to preserve SAGEMCOM's rights on the work in progress. The cost of transfer of the work in progress shall be assessed by mutual agreement.

SAGEMCOM shall be entitled to request delivery of the completed products. SAGEMCOM shall withhold from the remaining payments for the delivered supplies and work in progress a sum intended to cover the expenses claimed by SAGEMCOM to compensate for the supplier's failure to perform as well as the cost of the resulting disputes. This clause shall not prevent SAGEMCOM from exercising any liability action against the supplier.

**ARTICLE 21 - DISPUTES**

Italian law, to the exclusion of the provisions of the Vienna Convention on the International Sale of Goods, shall apply to these general terms and conditions and to any order governed by them. By express agreement, any dispute relating to the performance or the interpretation of these general terms and conditions and/or a SAGEMCOM order shall, if an amicable agreement cannot be reached, be subject to exclusive jurisdiction of the court of Milan even in the case of a summary procedure.

**ARTICLE 22 – COMPLIANCE WITH SUPPLIERS ETHICAL CHARTER**

The supplier shall comply with Suppliers Ethical Charter at : [https://www.sagemcom.com/fileadmin/user\\_upload/suppliers/pdf/Charte\\_Ethique\\_Sagemcom\\_2018.pdf](https://www.sagemcom.com/fileadmin/user_upload/suppliers/pdf/Charte_Ethique_Sagemcom_2018.pdf).

**ARTICLE 23 – PERSONAL DATA**

The supplier will only Process Personal Data, limited to business contact details, of SAGEMCOM's personnel (employees, agents and subcontractors) as Controller for purposes of contract administration and it will do so strictly in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

Neither SAGEMCOM nor the supplier will Process Personal Data on behalf of the other party as Processor. If either party anticipates that any change affecting the parties would require the supplier to Process Personal Data on SAGEMCOM's behalf as a Processor then the supplier undertakes to comply with the provisions defined in the document named "Protection of personal data" available on : <https://www.sagemcom.com/personal-data>.

The terms with a capital letter, in this article, shall have the meaning assigned to them in the GDPR.

