

General Terms and Conditions (hereinafter referred to as the "GT&C") of Purchase Order

- 1)** The contract relationship with respect to the current Purchase Order (hereinafter referred to as the "Order"), which may be related to a purchasing of a product or a service (hereinafter referred to as the "Merchandise"), is solely regulated by these GT&C, which the Supplier declares to accept fully, thereby renouncing to his own general and/or particular terms and conditions of Sales.
- 2)** The Order can no longer be canceled by the Supplier after receiving written confirmation of the Order by the Supplier. The Order is considered confirmed and accepted by the Supplier, either confirmed in writing or after three days from issue date without a written refusal from the Supplier. The Buyer has the right to cancel the order for convenience by a simple written declaration, up to five business days before the delivery.
- 3)** Unless otherwise stipulated, the prices reported in the order have to be considered neither negotiable nor subject to change and shall be inclusive of all taxes, charges, duties, packaging and shipment costs applicable to the Order according to relevant incoterm, which - if not indicated in the order - shall be DAP as per INCOTERMS 2010.
- 4)** Drawings, specifications, standards and any other technical information or documentation, as well as the samples, prototypes and any equipment or specification provided or made available to the Supplier for the fulfillment of the Order, shall remain exclusive property of the Buyer Company, and may be used by the Supplier only in relation to the process of satisfying the terms of the Order. They must be unfaithfully returned by the end of the contract
- 5)** Supplier undertakes to defend and hold Buyer harmless for allegations or claims raised or litigation cases filed regarding alleged violations of patent or registered brand rights belonging to third parties, in relation to the products supplied by the Supplier .
- 6)** Supplier shall comply with all applicable import, export and transfer of goods and service and technologic control, customs and foreign trade regulations and shall obtain all necessary export licenses. Supplier shall advise Buyer in writing as early as possible but not later than 5 business days prior to the Delivery Date of any information and data required by the Buyer to comply with all foreign trade regulations in the relevant country, should the Buyer is required to apply for the export licenses.
- 7)** Delivery and payment may never be considered as the acceptance of the Merchandise itself, thereby do not exonerate or minimize the responsibility and warranty of the Supplier in regard to quantity, quality or fit for its intended use.
- 8.1)** The Supplier guarantees that the Merchandise delivered corresponds to the quantity specified in the order. The quantities of Merchandise declared received by the Buyer at delivery shall be considered valid and final. Should the quantities delivered not be the ones agreed upon, the Buyer may, within one month following the date of delivery:
 - a.** Accept the delivered shipment, altering accordingly the price and the quantity requested for following orders;

- 10)** The Buyer has the right to have the quality of the materials used, manufacturing methods and testing controlled and checked at the Supplier premises. The Supplier then agrees to allow access to his plant to the technicians commissioned by the Buyer to perform inspections and controls.
- 11)** Unless a different deadline is agreed, the payments shall be made via electronic transfer issued by the Purchaser ninety (90) days from the issuing of the invoice, which shall not be issued before the dispatch.
- 12)** The Order is regulated by the Law of Buyer's Country.
- 13)** The Supplier is not entitled to assign the Order and its rights (receivable) and obligations arising out of the Order, without the written consent of the Buyer, which must be clear and precise. Buyer's silence or signs of acknowledgement shall not be interpreted as a given consent. Buyer is entitled to assign the Order to third party any time, which may be notified to the Supplier by a simple letter.
- 14)** The Supplier undertakes not to publicize his commercial relation with the Buyer and to treat, under all circumstances, any technical, commercial or other information received in the fulfillment of this contract, as strictly confidential.
- 15)** A waiver from the rights defined herein, must be in written, clear and express. A failure to use any right for a certain amount of time shall not be construed as a waiver.
- 16)** The Bill of lading and the relevant invoices by Supplier shall report the order number, the relevant date of issue and of any change to the same document.
- 17)** For any supplied goods being part of this order, Supplier is requested to provide Quality Test Report conforming to Prysmian technical specifications/requirements, Material Safety Data Sheet (MSDS) (drawn up in conformity with the regulations in force) and any other agreed documentation. Above documents are considered to be part of the delivery. The goods shall be considered delivered at site with the above documentation only.
- 18)** Supplier represents and warrants that all substances, preparations and/or articles supplied hereunder are and will be at any time in compliance with the requirements of EU Regulation 2006/1907, as subsequently amended or integrated (the "Reach Regulation"). Should any substance or preparation supplied hereunder, at any time, fall under the definition of "hazardous" as per either EU Directive 67/548 or EU Regulation 2008/1272, as subsequently amended or integrated, the Supplier undertakes to promptly prepare and deliver to the Buyer the "Exposure Scenario" inclusive of the Risk Management Measures for all Buyer's identified uses according to the Reach Regulation requirements (hereafter the "ES"). In such an event, Supplier may request the Buyer all reasonable information needed for the purpose of preparing the ES. Any such request may be sent via email to vili.popescu@prysmiangroup.com and cc reach@prysmiangroup.com. Should any substance supplied hereunder, by itself or as part of any preparations and/or articles, at any time fall under the definition of "candidate substance" as per the Reach Regulation, Supplier shall immediately inform Buyer by sending from time to time a communication via email to vili.popescu@prysmiangroup.com and cc reach@prysmiangroup.com. If the supplies are dangerous and/or subject to special regulation, the supplier will have to mention this in all its documents.

- 19)** Supplier undertakes to comply with the provisions of the Prysmian Ethical Code
- 20)** If a provision of this GT&C is or becomes unenforceable, the other provisions will remain in effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision.
- 21)** Failure to exercise, or any delay in exercising, any right or remedy provided under this GT&C or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.