

GENERAL CONDITIONS FOR THE SUPPLY OF GOODS TO PRYSMIAN

1. Definitions.

The expressions listed here below, as used in these general conditions for service performance, shall have the following meanings:

- **Buyer:** Prysmian PowerLink Services Limited or otherwise defined as "PPSL", (company number 07656179) whose registered office is at Chickenhall Lane, Eastleigh, Hampshire SO50 6YU,
- **Advanced Payment Bond:** a bond provided by the Supplier, as an on-demand bank guarantee, for the amount of any advance payments made to the Supplier by the Buyer;
- **General Conditions:** these general conditions for the supply of goods;
- **Contract:** all contracts for the supply and purchase of Goods entered into by the Buyer and the Supplier through the Supplier's acceptance of the Buyer's Purchase Order and referring to the General Conditions;
- **Supplier:** any individual and/or legal entity and/or institution that enters into a supply of goods contract with the Buyer;
- **Intellectual Property Rights:** all patents, service models, design rights, copyrights (including those covering software and computer programs), rights on databases subject to the protection in favour of the Buyer all over the world;
- **Documentation:** all information in the possession of the Supplier and/or notified by it to the Buyer in connection with the supplied Goods, or in any way indicated in the Contract;
- **Confidential Information:** all information, data, technologies, know-how, industrial and commercial secrets, formulas, processes, surveys, reports, results, patent applications for their confidentiality period, projects, sketches, photographs, plans/programs, drawings, samples, business and/or financial reports, information on customers, prices, instructions, and other information notified by the Buyer to the Supplier;
- **Goods:** all products, materials, goods whatsoever purchased by PPSL according to these General Conditions.
- **Purchase Order:** any order issued by the Buyer to the Supplier for the purchase of Goods;
- **Party or Parties:** either the Buyer and the Supplier, when mentioned individually, or both the Buyer and the Supplier, when mentioned jointly;
- **Technical Specifications:** drawings, specifications, standards and any other technical information or documentation, as well as the samples, prototypes, and any equipment specification provided or made available to the Supplier for the fulfilment of the Contract;
- **Software:** software, programs and/or databases which are the property of the Supplier on the execution of the Contract and/or developed for the service performance;
- **Warranty Bond:** a bond provided by the Supplier, as an on-demand bank guarantee, to guarantee the execution of its obligations consequent to the proper fulfilment of the Contract, as regulated by article 7 of these General Conditions, and to execute the Supplier's indemnity obligations undertaken in these General Conditions and the Contract.

2. Application of the General Conditions.

- 2.1 These General Conditions shall apply to all Contracts entered into by the Buyer and the Supplier, subject to any amendments contained expressly in writing in the Contract.
- 2.2 The Supplier shall send its signed acceptance of the Purchase Order in writing (where the written form shall also include e-mail transmission) within 15 (fifteen) days of receipt of the Purchase Order, unless the Buyer grants the Supplier an extension to this term. Should the Supplier fail to return the signed written acceptance within 15 (fifteen) days of receipt then at the Buyer's absolute discretion:
 - 2.2.1 the Purchase Order shall have expired and no longer be capable of acceptance by the Supplier but shall be construed as an irrevocable counter-offer available for acceptance at any time by the Buyer;
 - 2.2.2 there shall be no contract between the Parties;
 - 2.2.3 the Buyer shall have no obligation to make any payments to the Supplier; and
 - 2.2.4 the Buyer shall have the right to refuse delivery of any Goods and any such supply by the Supplier shall be at the Supplier's sole risk and cost, unless the Buyer confirms to the Supplier in writing that the Contract is agreed notwithstanding that the Purchase Order was not returned and accepted in writing within 15 (fifteen) days of receipt.
- 2.3 This Contract incorporating these General Conditions represents the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them whether written or oral, relating to its subject matter. Without limitation to the foregoing, in providing the Services the Supplier accepts these General Conditions to the exclusion of the Supplier's own or any other terms and conditions notwithstanding any reference to the latter in the Supplier's quotation, order acceptance or any other document. In no case shall any amendments or exceptions to the General Conditions that are not included in the Contract in writing be considered valid or effective.
- 2.4 The Supplier acknowledges that in entering into this Contract it has not relied on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract, provided always that nothing in this clause shall limit or exclude any liability for fraud. Should the Supplier send the Buyer the acceptance of the Purchase Order, in accordance with clause 2.2, with any amendments or exceptions to the General Conditions, this is not a valid acceptance of the Contract and the provisions of clause 2.2 shall apply.

3. Terms of the Supply of Goods.

- 1) Delivery of the Goods must be performed as set out in the Contract, and time of performance shall be of the essence. The Supplier shall have the right to ask for an extension to the terms set out in the Contract, in the case of force majeure, to be interpreted as unforeseeable events beyond the Supplier's reasonable control which make performance of the service impossible. By way of example only, and without limitation, force majeure shall include natural phenomena (floods and/or earthquakes), wars, revolutions, riots, epidemics, etc. Strikes and lock-outs shall not be construed as force majeure.
- 2) No early or delayed deliveries of the Goods or partial deliveries shall be accepted unless provided for in the Contract or by the prior agreement of the Buyer. The Buyer shall have the right at any time to postpone the delivery terms provided in the Contract without entitlement to additional compensation on the part of the Seller; in this case, the Buyer shall also have the right to postpone the terms of payment accordingly. The Buyer has the right to ship back Goods delivered before the agreed time, at the Supplier's cost and risk, or to charge him storage costs or the cost of financial burdens arising from the early delivery. Delays in delivery, in addition to requiring the Supplier to provide compensation of any other losses incurred by the Buyer, shall entitle the Buyer to implement any of the following options:
 - a) to apply liquidated damages for each day of delay, as provided in the Purchase Order;
 - b) to terminate the Contract by notice in writing to the Supplier, in accordance with art. 12 below.
- 3) The Supplier guarantees that the delivered Goods correspond with the quantity specified in the Purchase Order. The quantities of Goods received by the Buyer at delivery shall be considered valid and final. If the quantities delivered are not as agreed, in addition to requiring the Supplier to provide compensation of any other losses incurred by the Buyer, the Buyer may implement any of the following:
 - a. Accept the shipment delivered, altering any subsequent Purchase Orders, and adjusting the price accordingly;
 - b. Request the Supplier to pick up the Goods exceeding the Purchase Order, or returning them at the Supplier's risk and cost, charging him with any financial loss arising from having already made payment, and, if the Goods are not removed immediately, with storage fees.

c. Request the Supplier to send the quantity not yet delivered immediately, charging the Supplier any costs incurred because of the failure to deliver, or if the Supplier fails to comply with the Buyer's deadline, the Buyer may terminate the Contract in accordance with art. 12 below, or keep the delivered Goods and reduce the price accordingly.

The Buyer may use any of these options at any time.

- 4) When required, the Supplier must keep in his warehouse sufficient stock to ensure continuity of delivery in accordance with the schedule, and a reserve which may be required to replace a delivered product found to be unsuitable. This reserve stock, composed of tested material and regularly moved, must be reintegrated as soon as the emergency is over.
- 5) The Buyer has the right to inspect, test and check the quality of the materials and manufacturing methods used at the Supplier's premises. The Supplier agrees to allow access to his plant to the Buyer's technicians for the Buyer to perform inspections and controls.
- 6) The Supplier shall comply with the delivery terms specified by the Buyer. Risk of damage and/or total or partial loss of the Goods shall pass from the Supplier to the Buyer upon delivery of the Goods to the Buyer's premises or the location specified in the Purchase Order, even if the costs of shipping are borne by the Buyer.
- 7) Technical Specification provided or made available by the Supplier will remain of exclusive property of the Buyer and may be used by the Supplier only in relation to fulfilling the obligations of the Contract. They must be returned by the Supplier at the end of the Contract.
- 8) The Supplier represents and warrants that all substances, preparations and/or articles supplied under the Contract 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").
If any substance or preparation supplied hereunder, at any time, falls under the definition of "hazardous" as defined by EU Regulation 2008/1272, as subsequently amended or integrated, the Supplier undertakes promptly to 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, the Supplier may request the Buyer to provide all reasonable information needed for the purpose of preparing the ES. Any such request may be sent via email to the Buyer with a copy to reach@prysmian.com.
If any substance supplied under the Contract hereunder, by itself or as part of any preparations and/or articles, at any time falls under the definition of "candidate substance" of the Reach Regulation, Supplier shall immediately inform Buyer.

4. Price.

- 1) The Price is as set out in the Purchase Order. Except for the provisions of the Purchase Order, the price shall be all-inclusive, fixed, unchangeable and not negotiable.
- 2) Except for any provisions otherwise set out in the Contract, the price shall be net of VAT (if due), but inclusive of all other taxes and charges.
The Supplier shall be solely responsible for the payment of any income tax, corporate tax, import duty and any other tax or duty of whatsoever kind levied on the Supplier, in connection with the Contract and the Goods.
The Supplier shall submit an income tax declaration to the appropriate authorities in accordance with applicable laws. To the extent required under applicable laws, the Buyer will inform the above authorities that the Contract has been entered into and specify payments made or due to the Supplier. Where required by law, the Buyer may withhold payment under the Contract or require other adequate security to cover the Supplier's corporate tax liabilities and, where requested by the income tax authority, the Buyer may forward any amounts so withheld or secured to the appropriate authorities. Failure by the Buyer to do so shall not relieve Supplier from its liability to pay the tax concerned.
Where required under the applicable tax law and regulations the Supplier shall apply for a tax registration card or tax exemption certificate from the relevant tax authority.
The Supplier shall protect, indemnify and hold harmless the Buyer from and against any claim, cost, demand and liability in respect of any tax or duty of whatsoever kind levied on Supplier and/or relating to the Supplier in connection with the Contract and the Goods.
In the case of variable quantities with the quantity of the Goods to be delivered being an estimate, the final amount will be based on the Goods actually delivered and accepted by the Buyer.
- 3) The Buyer shall send to the Supplier in writing (including by email) any request for a variation in the quantity of Goods required and the price shall be adjusted accordingly. If not set out in the Contract, the revised price shall be calculated in accordance with the original price agreed for similar Goods.
- 4) Invoices issued by the Supplier to the Buyer shall be settled within 90 (ninety) days after the end of the month of the date of the invoice, unless agreed otherwise in the Contract.
- 5) The Buyer may set off all amounts due to the Supplier and i) any amounts paid by the Buyer to third Parties in connection with the Contract or as required by law, and/or ii) any amounts due by the Supplier to the Buyer by way of liquidated damages as set out in the Contract, for damages due by the Supplier to the Buyer because of any breach of the Contract, or by way of indemnity in accordance with the provisions of these General Conditions.

5. Supplier's Warranty.

- 1) Delivery and payment shall not be deemed to be acceptance of the Goods, and do not exonerate or minimize the liability and the warranty of the Supplier with regard to the quantity, quality and suitability of the Goods themselves.
- 2) Unless otherwise specified by the Buyer in the Purchase Order, the Supplier warrants for the period of 24 months from delivery that the Goods are free from defects and correspond to the quality requested. Reports of defects or/and unsatisfactory quality of the supplied Goods may be made in writing by the Buyer within the warranty period, even if the Goods have already been introduced into production.
In addition to compensation for any damage, if Goods are defective the Buyer shall be entitled to:
 - a. Obtain immediate substitution of the defective Goods from the Supplier at the Supplier's cost, as soon as possible; the Supplier shall also collect the faulty Goods promptly.
 - b. Reject the Goods without accepting substitution, returning the defective Goods and terminating the Contract in full or for the portion of the defective Goods;
 - c) Require a reduction of the price in proportion to the quantity of defective Goods to be returned.
 Goods supplied in substitution are subject to a new warranty, starting from their delivery.
In addition to the remedies above, the Buyer will have the right to require the Supplier to pay compensation for any loss incurred by the Buyer as a result of any defects in the Goods.
The Buyer also reserves the right to suspend from payments due to the Supplier at any time an amount equal to the price of the faulty or unsuitable Goods, until the Supplier has provided replacements or supplied alternatives in accordance with the Buyer's request.
- 3) If the Supplier fails to comply with the Guarantee obligations set out in this Contract the Buyer may, subject to article 12 below and after the notice period set out in the Purchase Order but without further notification to the Supplier, buy replacement goods from another supplier at the Supplier's cost. In this event the Supplier shall be liable for any extra costs incurred by the Buyer resulting from the Supplier's failure to fulfil its warranty obligations.
- 4) Subject to the above, the Supplier shall be responsible for all direct, indirect, consequential damages and other damages incurred by and/or caused to the Buyer, and/or the Supplier as a result of any failure to comply with the warranty obligations.
- 5) The Supplier shall undertake to indemnify and hold the Buyer harmless from and against any requests and/or claims that might be raised by any third Parties at any time against the Buyer in connection with the Supplier's defective Goods.

6. Advanced Payment Bond, Warranty Bond and insurance.

- 1) If required in the Purchase Order the Supplier shall provide an Advanced Payment Bond in favour of the Buyer for the amount stated in the Purchase Order as a guarantee of the return of any advanced payments made before delivery of the Goods. This Advanced Payment Bond shall consist of a first demand bank

guarantee issued by a primary bank subject to the Buyer's approval. The Buyer shall have the right to stop any payment for the service until the Supplier has issued the Advanced Payment Bond.

- 2) If required in the Purchase Order the Supplier shall provide a Warranty Bond for the amount stated in the Purchase Order as a guarantee of the warranty obligations set out in article 5 of these General Conditions and the execution of the Supplier's indemnity obligations undertaken in these General Conditions and the Contract. This Warranty Bond shall consist of a first demand bank guarantee issued by a primary bank subject to the Buyer's approval. The Buyer shall have the right to stop any payment for the service until the Supplier has issued the Warranty Bond.
- 3) If required in the Purchase Order, the Supplier shall take out and/or maintain for as long as the Contract lasts the following insurance coverage:
 - Professional indemnity insurance;
 - Third-party liability insurance against the Buyer and third parties;
 - All risks insurance policy, covering the risk of loss or damage to the Goods during their carriage from the Supplier's premises to the place of delivery set forth in the Purchase Order.
 - All insurance policies required compulsorily by the law of the place of the Supplier' registered office and/or address, or the place where the services will be performed.

in each case with a level of cover not less than the amount referred to in the Purchase Order of (if greater) the amount required by law, and where a level of cover is not specified or required by law, in an amount sufficient to cover the Supplier's obligations under this Contract.

7. Confidentiality.

- 1) The Supplier shall undertake to comply, and ensure that its employees and/or agents and/or supervisors comply, with the confidentiality, nondisclosure and non-use for the benefit of third parties obligations relating to all Confidential Information to which the Supplier has access before and during the execution of the Contract, and of which it has come into possession in any way including by hard copy, electronically or verbally etc.
- 2) For the purposes of these General Conditions, Confidential Information shall not include:
 - any information already in possession of the Supplier before its communication with the Buyer;
 - any information received by the Supplier from another party than the Buyer;
 - any information that has become public without the Supplier's infringement of this provision;
 - any information that must by law be notified to public authorities, in which case, the Supplier shall undertake to promptly notify the Buyer of its obligation to notify the Confidential Information.
- 3) Except for all provisions otherwise, these confidentiality obligations shall remain in force as long as the Contract lasts and indefinitely after the date of its expiration and/or termination. On the expiration of the Contract the Supplier shall return to the Buyer the media through which it has received the Confidential Information, or to destroy it and all copies of Confidential Information that might be filed in all types of electronic format, and if requested by the Buyer, provide evidence of such destruction.

8. Intellectual property.

- 1) The Intellectual Property Rights of the Buyer, including (but not limited to) any notified by the Buyer to the Supplier on entering the Contract, shall remain property of the Buyer. The Supplier shall have no express or implied licence to use or otherwise exploit the Intellectual Property Rights of the Buyer and the execution of the Contract, and the provisions therein, shall not imply the granting of any license or other exploitation rights of such Intellectual Property Rights. The Supplier shall undertake to notify the Buyer of any event and/or circumstance that may represent an infringement of such Intellectual Property Rights.
- 2) The Supplier guarantees that it is the owner of the intellectual property rights regarding any technologies and know-how to be used in manufacturing the Goods. Unless other written agreements are stipulated, within the limits of this Contract, the Supplier renounces any claim over the Buyer's eventual intellectual property rights concerning the Goods supplied and in any event undertakes to indemnify the Buyer in respect of any actual or alleged infringement of intellectual property rights, such as patent or registered brand rights belonging to third parties which may be incurred as a result of the use and marketing of the Goods supplied. Unless explicitly specified by the Supplier before accepting the Purchase Order, it is understood that supplied Goods can be exported to the country where the delivery is to take place stated in the order and that the Goods do not contain materials or components of strategic interest.

9. Assignment of the Contract - Assignment of Credit.

- 1) The Supplier shall not sell, assign and/or transfer to any third party any title to or benefits in any and all of its rights whatsoever, including but not limited to, its receivables and associated rights of payments to the Buyer arising out and/or connected with the Contract without the Buyer's prior written consent.
- 2) The Buyer may transfer its rights and/or obligations arising from the Contract, in full or in part, to companies and/or entities linked to it, after notifying the Supplier in writing. The Supplier shall prepare all Documentation reasonably useful and/or necessary to make this transfer possible.

10. Privacy.

The Buyer hereby informs the Supplier that any personal data supplied or communicated to the Buyer in accordance with the Contract shall be processed by manual and/or electronic means for the following purposes: i) execution, management and fulfilment of the Contract, ii) management of disputes, fulfilment of the obligations arising from the Contract, warnings, transactions, credit collection, arbitrations, legal proceedings, iii) compliance with laws and regulations (domestic and international, including those arising from European Union regulations).

As regards any personal data held by the Buyer, the Buyer shall be the data processor for the purposes of the Data Protection Act 1998.

Data may be communicated by the Buyer, for the above-mentioned purposes, to: (a) people, companies, associations or firms that provide advisory services, (b) subsidiaries or companies belonging to the Prysmian Group, including foreign ones; (c) banks, credit institutions, or insurance companies; (d) subjects that have the right to access data in accordance with the law. Data shall be notified to the external parties that act as data managers. Data may be transferred abroad, including to countries outside the EU, to companies that belong to the Prysmian Group.

The list of parties to which data can be notified, or whom can be informed about such data, is available from the Buyer's data processor.

The Supplier's data is necessary for the implementation of the contractual relationship between the Buyer and the Supplier and the Supplier's consent shall be necessary for this purpose. Any objection and/or refusal to give such data shall prevent a contractual relationship from being implemented. The Supplier may exercise its rights arising from section 7 of the Data Protection Act 1998 by sending a written request to the Data Processor indicating "Data Protection Act" as the reference on the envelope or by sending an e-mail to privacy.cables@prysmiangroup.com

11. Code of Ethics.

The Supplier shall:

- a) Declare that it recognises and accepts the Code of Ethics and the Code of Conduct (defined as "Code of Ethics"), annexed hereto, which is an integral part of the General Conditions.
- b) undertake, in connection with the execution of the Contract, to comply with the provisions of the Code of Ethics, and ensure that all of its employees and/or agents and/or assistants and/or supervisors, including subcontractors involved in the execution of the Contract for any reason whatever, comply with the provisions of the Code of Ethics.

The Parties agree that the Buyer shall have the right to terminate the Contract on the grounds of material breach, by written notice as a result of the failure of the Supplier (and/or of any of its employees and/or agents and/or assistants and/or supervisors, including any subcontractor involved in the execution of the Contract for any reason whatsoever) to comply with any provision of the Code of Ethics.

The Supplier shall notify the Buyer's supervisory body of any infringement of the Code of Ethics it becomes aware of through any of its employees and/or agents and/or assistants and/or supervisors, including any subcontractor involved in the execution of the Contract for any reason whatsoever. The notice shall contain a

description of the events forming the basis of the infringement of the Code of Ethics, including any information about the time and place where such events took place, as well as the people involved.

The communication must be e-mailed to odv.powerlink@prysmiangroup.com

12. Termination of the Contract.

12.1. In addition to the events provided for in the Purchase Order, the Buyer shall have the power to terminate the Contract immediately by notifying the Supplier in writing in the event that the Supplier is in breach of any of the provisions of articles 3, 4.2, 5, 6, 9. Following termination any obligation of the Buyer to make further payment shall cease and the Buyer may appoint a third party to complete the Services. To the extent that the cost of the third party completion of the Services exceeds any sums not yet paid to the Supplier, the Supplier shall be liable to and indemnify the Buyer for the additional costs consequent upon the termination of the Supplier's engagement under this Contract together with all direct, indirect, consequent damages and other types of damage incurred by and/or caused to the Buyer as a result of the Supplier's breach.

12.2. The Buyer shall be entitled to terminate the Contract for convenience at any time before the delivery of the Goods. In case the Purchase Order provides partial deliveries of the Goods, the Buyer shall be entitled to terminate the Contract for convenience before each delivery, and it shall be held to pay the price only of the delivered Goods.

12.3. In case the Purchase Order provides partial deliveries of the Goods, the Buyer shall reserve the right to suspend the scheduled deliveries at any time by notifying the Supplier in writing to the address indicated in the Contract. This suspension shall become effective on the date of receipt of such notice.

In the event of suspension the Supplier shall stop to perform the scheduled deliveries of the Goods. The Buyer shall give the Supplier, reasonable advance notification of the day on which the Services shall be resumed.

If performance of the Services is suspended the Supplier shall be entitled to receive the consideration established in the Contract, where provided, and also an extension of time for the rescheduled deliveries proportional to the suspension period.

13. Partial Invalidity.

The invalidity of any one or several clauses of these General Conditions shall not invalidate the remainder of the Contract. Any such invalid clause shall be severed from the General Conditions with the remainder of the General Conditions being in full force and effect.

14. Notices.

All notices on the execution of the Contract shall be made in writing to the addresses indicated by the Parties to the Contract.

15. Applicable Law, Exclusive Jurisdiction and Competence.

The Contract shall be governed and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising out of the Contract save in respect of any enforcement action in respect of which the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

ETHICAL CODE

Ethical business conduct is critical to our business and a shared responsibility of all members of the Prysman Group. Each employee is responsible for protecting our most valuable asset: our reputation. This Code of Ethics (the "Code") applies to anyone conducting business on behalf of Prysman or any of its subsidiaries, including but not limited to all managers, officers, employees, agents, representatives, lobbyists, interns, contractors, suppliers, and consultants ("Covered Parties"), and seeks to guide our legal and ethical responsibilities, to deter wrongdoing, and to promote:

- compliance with applicable laws, rules and regulations;
- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- the integrity of our financial information, which influences the decisions of management and our Board of Directors, as well as the ways in which the outside world perceives and evaluates us;
- full, fair, accurate, timely and understandable disclosure in reports and documents we file with or submit to government authorities and in other public communications; and
- accountability for adherence to this Code, including prompt internal reporting of any suspected violations.

To meet these objectives, this Code encourages Covered Parties to express any concerns they may have relating to corporate accountability. No discrimination or retaliation against any person who, in good faith, report such concerns will be tolerated. Anyone who retaliates against an individual under such circumstances will be subject to disciplinary action, up to and including termination of employment.

All Covered Parties must read, understand, and adhere to this Code and all other applicable company policies. Violations of law, this Code or other Company policies or procedures can lead to disciplinary action, up to and including termination of employment and/or termination of business relations.

Article 1: Premise

The Prysman Group structures its own internal and external activities according to the principles set forth in this Code, with the conviction that ethics in the conduct of business activities must be pursued at the same time and with equal emphasis as the economic success of the business. The Prysman Group is committed to conducting its business in accordance with the highest standards of ethical behaviour, complying with all applicable laws and regulations, avoiding even the appearance of unethical or illegal conduct.

Article 2: Objectives and Values

The primary objective of the Prysman Group is to create value for the shareholders. Industrial and financial strategies and the resulting operative conduct, based on the efficient use of resources, are oriented to achieving this goal.

In pursuing this objective Prysman Group Companies and all Covered Parties must unflinchingly comply with the following principles:

- as active and responsible members of the communities in which we operate, we are committed to respecting all applicable laws wherever we do business, and to following all commonly accepted principles of business ethics, such as transparency, honesty and loyalty;
- we refuse to engage in any illegitimate, unfair, or in any way questionable behaviour (vis-à-vis the community, public authorities, customers, employees, investors and competitors) to achieve economic targets, which we pursue only through excellent performance, quality, competitive products and services, based on experience, customer care and innovation;
- we establish organizational controls designed to prevent Covered Parties from violating these requirements of lawfulness, transparency, honesty and loyalty, and supervise their observance and implementation;
- we impose consequences for any violations of these policies and principles;
- we maintain accurate books and records, and assure the investors and the community in general total transparency about our activities;
- we are committed to fair competition, which benefits us as well as all market operators, customers and stakeholders;
- we pursue excellence and competitiveness in the market place, offering quality services and products;
- we safeguard and enhance the value of all our employees;
- we respect the environment and use natural resources responsibly, with the goal of advancing sustainable development and protecting the rights of future generations.

Article 3: Shareholders

The Prysman Group is committed to guaranteeing equal treatment to all classes of shareholders, and to avoiding preferential treatment of any class or company. We pursue the reciprocal benefits that derive from belonging to a group of companies while respecting all applicable laws and regulations and the independent interest of each Company as it seeks to create value.

Article 4: Customers

The excellence of the products and services offered by the Prysman Group depends on customer care and the readiness to satisfy customer requirements. We therefore seek to assure an immediate, qualified and competent response to customer needs, through honesty, courtesy and cooperation.

Article 5: Communities

The Prysman Group contributes to the economic welfare and growth of the communities in which it operates by delivering efficient and technologically advanced services. We are a citizen of each locality where we are established to do business, and like individual citizens, we have a responsibility to support the community. It is our goal to take part in projects to further the welfare of our local communities and thus be a good and contributing citizen.

Group Companies adhere to all applicable laws and regulations and maintain good relations with local, national and supranational Authorities, based on full and active cooperation and on transparency.

Consistent with these objectives and with the responsibilities they have assumed toward different stakeholders, Group Companies recognize research and innovation as priority conditions for growth and success.

Group Companies view favourably and, when necessary, support social, cultural and educational initiatives directed at enhancing the individual and improving his/her living conditions.

Group Companies do not disburse contributions, advantages or other conveniences or things of value to government officials (including employees of state owned or controlled entities or enterprises), political parties, or trade union organizations, nor to their representatives or candidates, except as permitted by applicable laws and by the provisions of this Code and other applicable Prysman Group policies.

Article 6: Human Resources

The Prysman Group recognizes the central role of human resources; the professional contribution of employees, in a framework of mutual loyalty and trust, is the essential ingredient for success in every business concern.

Group Companies safeguard safety and health in working environments and consider the respect of worker rights fundamental to the carrying out of business activities. Employment contracts and Group policy guarantee equal opportunities and favour the professional growth of each individual.

Article 7: Environment

The Prysman Group believes in a global sustainable growth in the common interest of all stakeholders, present and future. Their investment and business choices are consequently fashioned to respect the environment and public health. Without prejudice to compliance with specific enforceable regulations, Group Companies

take environmental issues into consideration when defining their choices, also by adopting – if operationally and economically feasible - eco-compatible production technologies and methods, with the objective of reducing the environmental impact of their activities.

Article 8: Antibribery Policy

Bribery of public officials is prohibited.

- No Covered Party may provide, either directly or indirectly, anything of value to any Public Official in order to obtain or retain business or to obtain an improper business advantage.
- The term "Public Official" is defined very broadly, and includes an employee of a government owned or controlled entity or a public international organization, any political party, any candidate for public office. Whenever dealing with entities or persons connected with a government entity, Prysmian employees shall comply with the principles set forth in this Code which govern our conducts and strictly adhere to the Prysmian policies and procedures.

Commercial bribery is prohibited

- No Covered Party may provide, either directly or indirectly, anything of value to any person in order to obtain or retain business, confidential information, or an improper business advantage.
 - No Covered Party may accept anything of value in exchange for awarding business, providing confidential information, or an improper business advantage.
- The AntiBribery Policy requires adherence to other Group Policies and Procedures promulgated from time to time concerning.
- Offering, paying, or accepting gifts, courtesies, entertainment or travel expenses to, from, or on behalf of a Public Official or any supplier, customer, or competitor; and
 - Engaging consultants, agents, lobbyists, joint venture partners or other third parties.

Article 9: Information books and records

The Prysmian Group are aware of the importance of correct information on their own activities for the investors and the community in general.

Consequently, to the extent compatible with the confidentiality requirements inherent in conducting a business, Group Companies strive for transparency in their relations with all stakeholders.

In particular, Group Companies communicate with the investors according to principles of honesty, clarity and equal access to information.

Group Companies maintain books, records and accounts in reasonable detail to accurately and fairly reflect all of their transactions, and to retain relevant documentation in accordance with Group policies concerning record retention.

Group Companies and Covered Parties must never, under any circumstance, engage in inaccurate, false or misleading record keeping, even if one might reasonably believe the consequences of the inaccuracy would be harmless. This policy of full, fair, accurate and timely recording of information extends to time reports, expense reports and other personal Company records.

No false or artificial entries shall be made in the books and records of the Prysmian Group. No undisclosed or unrecorded funds may be established. "Off the books" payments are prohibited. No individual shall ever engage in any arrangement that results in a prohibited act.

Article 10: Export controls and economic sanctions

It is the policy of the Prysmian Group to comply with all applicable export control laws. All Prysmian Group employees must comply with these laws. Under no circumstances are Prysmian Group employees permitted to make a transfer, export, re-export, sale, or disposal of any product, technical data or service contrary to applicable export control laws.

The Prysmian Group will comply with all applicable economic sanctions laws against certain entities and countries, including applicable economic sanctions imposed by the UN, the EU, the United States, and other jurisdictions in which the Prysmian Group conducts business.

Article 11: Observance of Code

All Group Companies, Corporate bodies, and Covered Parties must strictly adhere to this Code, to all applicable laws and regulations, and to all policies and procedures that the Group may promulgate from time to time to implement this Code.

The Prysmian Group is committed to implementing and enforcing specific procedures, regulations and instructions to ensure that all Group companies and Covered Parties adhere to the values and requirements set forth in this Code.

Violations of this Code, any of the implementing policies and procedures or other Group policies, or of any applicable law or regulation will be grounds for serious disciplinary action, including possible termination of employment and/or termination of business relations.

As part of its commitment to ethical and legal behaviour, the Prysmian Group requires Covered Parties to report any actual or apparent violations of law or this Code or ethical standards so that they can be investigated and dealt with appropriately. This obligation extends to any instance where one suspects, but is uncertain whether, a violation may be occurring. Failure to comply with the duty to come forward is a violation of this Code and can result in serious disciplinary action, including possible termination of employment and/or termination of business relations.

The Prysmian Group will investigate all reports made and will not tolerate any kind of retaliation for reports or complaints made in good faith.

All persons subject to this Code have a duty not only to report violations but also to cooperate fully in the investigation of any alleged violation. An employee may be subject to disciplinary action, which may include possible termination of employment, for failing to cooperate or deliberately providing false or misleading information during an investigation.

CODE OF CONDUCT

Premise

The Code of Conduct provides an outline, albeit not exhaustive, of operational "dos" and "don'ts", detailing the main deontological principles laid down in the Prysmian Group Ethical Code.

As with the Ethical Code, this Code of Conduct will be complied with by all parties operating on behalf of or in the interests of Prysmian PowerLink Services Limited (hereinafter also the "Company"), including managers, officials, employees, representatives, trainees, external collaborators, suppliers and business consortium in general (hereinafter also "Covered Parties"), within the limits of their competence and insofar as applicable to them.

All Covered Parties are committed to compliance with this Code of Conduct, when operating on behalf of or in the interests of the Company.

"Dos" and "don'ts" Suppliers, collaborators, consultants and business partners (agents, Distributors and business consortium partners)

"DO"

All consultants, suppliers, collaborators and business partners are committed to compliance with the laws and regulations in force in all those countries where the Company operates.

Dealings with suppliers, collaborators, consultants and business partners shall be carried out in accordance with principles of quality, competitiveness, professionalism, ethics and in compliance with the rules for fair competition.

With specific, but not exclusively, reference to agencies relationship and initiative carried in the form of consortium, the same shall be carried out and maintained only with persons with appropriate requisites of ethics and professionalism.

In particular, the parties within the Company responsible for selecting suppliers, collaborators, etc. and purchasing goods and services shall carry out said activities on the basis of objective parameters of quality and cost effectiveness with regards to market value, price, ability and efficiency.

The assignment of any party to act on behalf of and/or in the interests of the Company will be formalized in writing and a specific clause will oblige said party to comply with the ethical principles and code of conduct of the Company.

"DON'T"

The Covered Parties shall not enter into agreements with contractual counterparts having dubious reputation, by way of example, in environmental safeguard, working conditions and/or human rights.

No form of business relation will be initiated or continued with suppliers, collaborators, consultants or business partners, which do not comply with the laws and regulations in force in all those countries where the Company operates.

Human resources

"DO"

The respect of workers rights is to be considered of fundamental importance by the Covered Parties in the execution of company activities.

To this end, working relations and policies of the Covered Parties must guarantee equal opportunities and favour the professional growth of each individual according to merit.

"DON'T"

The Covered Parties will abstain from any kind of discrimination and "work off the books", child labour, as well as any other behaviour which integrates a case of offence against individuals.

Health & Safety

"DO"

The Covered Parties shall commit themselves to disseminating and reinforcing the concept of safety, developing awareness of risks, promoting responsible behaviour by all collaborators and working to preserve, mostly through precautionary action, the health and safety of staff.

Activities must be carried out in compliance with regulations in force on prevention and protection; the operational management will refer to advanced criteria for environmental safeguard and energy efficiency, in order to improve health and safety conditions at work.

To this end, the Covered Parties are bound to implement technical and organizational measures, concerning:

- the introduction of an integrated risk and safety management system;
- a continuous analysis of process risks and criticality and resources to protect;
- the implementation of technologies to prevent the onset of risks pertaining to the safety and/or health of workers;
- the control and update of working methods;
- the setting up of training and communication initiatives.

"DON'T"

The Covered Parties will abstain from bringing into being, collaborating in or giving cause for behaviours which, taken individually or collectively, integrate, directly or indirectly, crimes of involuntary manslaughter and severe or grievous accidental injuries committed with breach of the accident prevention and health and safety at work regulations.

Relations with the Public Administration and the Monitoring Boards

"DO"

The Covered Parties will deal with the Public Administration (including its managers, officials or staff or private individuals representing firms providing public services) and the Monitoring Boards with the utmost transparency, clarity and professionalism in order to establish full cooperation with the public officials.

Covered Parties dealing with the Public Administration and/or with the Monitoring Boards on behalf of and in the interests of the Company must:

- provide their staff with directives as to the appropriate conduct to be adopted when dealing, either formally or informally, with public authorities, in accordance with their own particular area of business, advising as to the legislation in force and drawing attention to situations where there are risks of committing offences;
- provide appropriate means of keeping track of official information flows to the Public Administration and/or the Monitoring Authorities.

Particular attention shall be paid to both public tenders (and alike) and to the subsequent management of the activities so awarded; such procedures and activities shall be also carried out in full and strict compliance with all applicable laws and regulations.

In particular, all behaviours shall be inspired to criteria of diligence, correctness and good faith both during entering into the relevant contract as well as its subsequent implementation; such behaviours are aimed to preserve the fiduciary relationship between the parties, by implementing and maintaining transparent and collaborative relationship in line with the best commercial practice.

In the case of petition to the State or other public bodies or European Community institutions for contributions, subsidies or funding, the Covered Parties involved in these processes will:

- act honestly and truthfully, using and presenting complete documents and statements relevant to the operations for which benefits may legitimately be obtained, and supplying all necessary information;
- having obtained the funds applied for, they will only be used for the purposes for which they were requested and allocated.

In the case of attempted extortion by a government official of any one of the Covered Parties, they should adopt the following guidelines:

- not comply with the request;
- inform their Function Responsible/Director immediately;
- provide an official report to the Monitoring Board of the Prysmian Group.

"DON'T"

The Covered Parties, operating on behalf of or in the interests of the Company, will not give or even promise, directly or indirectly, any type of benefit - money, gifts, gratuities, donations, job opportunities, etc. - to representatives of the Public Administration to obtain or maintain business or other relations or gain undue advantages.

None of the Covered Parties will:

- send false or cunningly formulated documents, state non-existent qualifications or give untrue guarantees or fail to give required information, in order to mislead the Public Administration or the Monitoring Boards into ruling in their favour;
- unduly obtain any other kind of benefit (licenses, authorization, tax allowance including social security, funding, contributions, loans at favourable conditions, etc.) using artificial means or deceit (for example: by sending false documents or ones stating untruths);
- undertake economic activities with, grant professional assignments to, give or promise gifts, money or other benefits to - including, by way of example, job opportunities or promises of job opportunities, assignment of supplies/contracting/subcontracting or promises thereof - public officials or public employees involved in administrative procedures which could benefit the Company;
- compromise in any way (destroying, damaging, cancelling, changing, eliminating) the integrity and function of IT or telematic systems belonging to the Public Administration or intervene with any means on data, information or software, contained in one of the aforesaid systems without prior consent;
- use contributions, subsidies or funding allocated for the creation of public works or the carrying out of activities of public interest, for purposes other than those for which they were allocated;
- incur unnecessary business expenses or expenses serving purposes other than that of promoting the company image;
- exchange information on bids with participants for tenders or procedures of a public nature;
- hire as employees of the Company former Public Administration employees, who have been personally and actively involved in business dealings or who have endorsed Company requests to the Public Administration or the Monitoring Authorities;
- during civil, penal or administrative litigation, take any unlawful action (direct or indirect) that might favour or be of detriment to any of the parties involved;
- supply or promise to supply, request or obtain confidential information and/or documents likely to compromise the integrity or reputation of either party involved;

- favour, during purchasing operations, suppliers or subsuppliers recommended by the Public Administration, as means of getting business (e.g. assignment of an order, favourable conditions for obtaining financing or being granted a licence).
- breach, in the specific case of public tenders (and alike) and to the subsequent management of the activities so awarded, the transparency of contract or stipulate agreements against the applicable laws or providing performances either that, in form and substance, are not foreseen in the relevant contract or that are not in line with the principles of equity, correctness, diligence and good faith.
- in the specific case of public tenders (and alike) and to the subsequent management of the activities so awarded, procure or unduly keep, also through subcontractors, any authorization and alike by means of deception or fraud (e.g. the issue of false documents or of documents containing false statements).

Information, books and records

"DO"

To the extent compatible with the confidentiality requirements inherent in conducting a business, Covered Parties strive for transparency in their relations with all stakeholders.

In particular, each operation and transaction must be:

- legitimate, consistent, proper, authorized, verifiable;
- correctly and accurately recorded so that the decision making, authorization and implementation processes can be checked;
- backed up by documentary support allowing the main reasons for and content of any operations to be controlled at all times, also stating who authorized, carried out and checked the aforementioned operations.

The Covered Parties involved in drawing up balance sheets or other similar documents will carry out their work properly, cooperate to the full, ensure all the information provided is clear and complete and that any figures or calculations are accurate, report any conflicts of interest etc.

In particular, Directors and their staff will:

- provide a clear, complete and truthful picture of the existing economic and financial state of affairs when drawing up the balance sheet or other similar documents;
- provide the Board of Statutory Auditors with any information it requires and do everything within their powers to facilitate control/auditing operations legitimately entrusted to shareholders, other company bodies or auditing companies;
- provide the Shareholders' Meeting with complete deeds and documents corresponding to the accounting records;
- provide the monitoring bodies with full and accurate information about the economic and financial situation and the assets of the company.

"DON'T"

The Covered Parties involved in administrative/accounting operations must never make inaccurate, false, misleading or untimely records, even when these can reasonably be considered undamaging.

False or changed items are not allowed in the Company accounting books and records. Secret or unrecorded funds cannot exist. Payment off the books is forbidden.

Other administration requirements

"DO"

All Covered Parties must contribute to protect the Shareholders' equity in order to safeguard it the full protecting the shareholders, creditors, investors etc. In particular, Directors and staff involved in administrative/accounting operations are requested to manage the Shareholders' equity correctly and honestly.

The above being so:

- the shareholders' equity, assets, receivables and shares must be correctly valued;
- company purpose must be pursued;
- the management of the shareholders' equity must be consistent with Company nature, which operates in accordance with transparency and morality principles

The said principles must be used in all extraordinary operations (mergers, demergers, increase or reduction of share capital, etc.).

In particular, Directors and staff involved in administrative/accounting operations must provide the Board of Statutory Auditors with any information it requires and do everything within their powers to facilitate control/auditing operations legitimately entrusted to shareholders, other company bodies or the auditing companies.

"DON'T"

Directors and staff involved in administrative/accounting operations must not hinder or obstruct in any way control operations by the Board of Statutory Auditors, shareholders and the auditing company.

Furthermore:

- the shareholders' equity, assets, receivables and shares may not be attributed values higher or lower than appropriate;
- shares or interest in companies, issued by a Company in the Group, may not be acquired or subscribed by a Company in the Prysmian Group, except in those cases permitted by the law;
- no share capital operations nor other types of operation may be carried out using non apportionable profits or reserves mandatory by law;
- share capital may not be reduced, except in those cases permitted by law;
- shareholders may not be exempt from the obligation of executing contributions.

None of the Covered Parties may influence the regular execution and decisions of shareholders' meetings, deceiving or misleading the shareholders.

Public relations

"DO"

Only authorized company officials or persons delegated thereby can have dealings with the press, television and the mass media in general, both national and foreign. Only said parties can have contact with the press and the financial community, providing true and accurate information about the Company in accordance with the law and regulations in force.

All external communications must be previously authorized in accordance with the company procedures in force each time.

Any Covered Parties receiving requests from unqualified external parties or accredited journalists to issue statements or information regarding the Group must pass on the request to the bodies in charge.

"DON'T"

None of the Covered Parties may issue unqualified external parties or accredited journalists with interviews or statements of any kind containing information about the Company.

Conflict of interest

"DO"

The Covered Parties must operate ensuring that every business decision is taken in the interest of the Companies in the Group, in line with the correct business and management principles of the said Companies.

"DON'T"

The Covered Parties must not abuse their position in order to unfairly benefit themselves or others.

Cash collection, payments and similar

"DO"

The Covered Parties shall operate in compliance with currency regulations and antimoney laundering provisions in force in the country where they operate and the provisions laid down by the competent Authorities.

In particular, the Covered Parties must check in advance information available about business counterparts, suppliers, consultants etc., in order to verify their background and the legitimacy of their operations.

The Covered Parties, in all dealings conducted on behalf of or in the interests of the Company, must comply with the following documentation and record keeping principles, in order to avoid giving or receiving undue payments and similar:

- all payments or other transfers made by or in favour of the Company must be recorded accurately and in full in the accounting books and compulsory documents;
- payments may only be made to contractual counterparts and for operations contractually formalized and/or deliberated by the Company.

"DON'T"

The Covered Parties must prevent operations being setup that could be questionable from a fairness and transparency point of view. In particular, they are committed to operating in such a way as to prevent implication in operations potentially favourable for the laundering of money from unlawful or criminal activities.

The Covered Parties in all of their dealings must comply with the following documentation and record keeping principles, in order to avoid giving or receiving undue payments and similar:

- false, incomplete or misleading records must not be created and black or unrecorded funds must not be setup, nor can funds be deposited in personal accounts or ones not belonging to the Company;
- Company funds or resources must only be used as authorized.

Use of IT or Telematics resources

"DO"

The Covered Parties are responsible for the protection of Company's IT and telematics resources which are entrusted to the them, and they shall be obliged to promptly inform the relevant functions (i.e. Central Information Systems and Security) of any potential threat, improper use or any action that might damage the Company.

Therefore the Covered Parties shall:

- keep, preserve and use the Company assets, during the performance of their activities, through behaviours which are responsible and in accordance with the operative procedures aimed to rule their use;
- prevent any improper use of IT and telematics devices that might be detrimental to, or in any case in conflict with the interest of, the Company.

The increasing spread of IT and of telematics technologies requires ensuring their availability, safety, integrity and utmost efficiency.

To this end the Covered Parties shall be obliged to access solely to IT resources for which they are authorized, to keep credentials and password to the Company network and to its various applications in accordance with appropriate criteria so as to prevent their diffusion, any easy specification and improper use, and to comply with the internal directives concerning firewall and antivirus.

"DON'T"

Any Covered Parties are expressly forbidden to take any action that might harm, alter, deteriorate or destroy IT and telematics systems, software and IT data of the Company' or of any third parties, as well as to unlawfully intercept or interrupt IT and telematics communications. It is also forbidden to gain access, by unlawful means, to the IT systems protected by security measures

as well as to get or disseminate access codes of the protected IT and telematics systems.

Sanctions

As part of their commitment towards an ethical and lawful behaviour, the Covered Parties are requested by the Company to refer any breach or suspected breach of the law, the Ethical Code or this Code of Conduct, so that said breaches can be duly investigated and dealt with. This obligation also applies where there is a reasonable suspicion, even though absolute certainty is lacking, that the above breach is occurring.

The Covered Parties which do not comply with the aforesaid obligation to inform the Company are in turn breaching the Code of Conduct and Ethical Code and are therefore also liable to sanctions, including possible termination of employment or interruption of business relations.

All those required to respect this Code of Conduct must not only refer any breaches, but must also collaborate fully in the verification of said breach. Those who do not collaborate or deliberately communicate false or misleading information during an investigation are liable to sanctions, which may include termination of employment or interruption of business relations.

All reports regarding the above must be made on a nonanonymous basis and in writing to be sent directly to the Monitoring Board of the Prysmian Group, in the manner laid down in the Organizational Model as specified in the Italian Legislative Decree 231/01 or indicated in the contract documentation.

Order Number

With reference to Your order, we accept the terms and conditions covered (by the documents).
In addition we accept, without any exceptions the general condition of Prysmian PowerLink Services Limited attached to it.

Stamp and signature of supplier
