

GENERAL CONDITIONS FOR SERVICE SUPPLY

1. Definitions.

- 1.1. The expressions listed here below, as used in these general conditions for service performance, shall have the meaning attributed as follows:
- (a) **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;
 - (b) **Buyer:** Prysmian PowerLink Services Limited or otherwise defined as "PPSL", (company no. 07656179) whose registered office is at Chickenhall Lane, Eastleigh, Hampshire SO50 6YU
 - (c) **Confidential Information:** all information, data, technology, know-how, industrial and commercial secrets, formulas, processes, surveys, reports, results, patent applications for their confidentiality period, projects, sketches, photographs, plans/programmes, drawings, samples, business and/or financial reports, information on customers, prices, instructions, and other information notified by the Buyer to the Supplier which is marked as confidential or which the other party ought to understand as being confidential or commercially sensitive information of the other Party;
 - (d) **Contract:** the contract for the purchase of services entered into by the Buyer and the Supplier by the Buyer's issue of a Purchase Order incorporating the General Conditions and the acceptance of the Purchase Order by the Supplier;
 - (e) **Contract Price** means the lump sum price stated in the Contract and includes adjustments in accordance with the Contract.
 - (f) **day** means a calendar day.
 - (g) **Documentation:** all information in possession of the Supplier and notified by the Supplier to the Buyer in connection with the performance of the Services, or in any way indicated in the Contract, including all documentation on the Service performance and progress status, including the documentation to be submitted at the end of the Contract;
 - (h) **General Conditions:** these general conditions for the Service supply;
 - (i) **Intellectual Property Rights:** all drawings, models, details, plans, specifications, schedules, reports, calculations and other work relating to the Contract, whether existing in written or electronic media, and the designs, inventions and processes contained in them;
 - (j) **Key Event** means those events set out in the Purchase Order.
 - (k) **Loss** means any loss or expense whatsoever incurred by the Buyer including:
 - (a) loss of profits, business, contracts or goodwill;
 - (b) any liquidated damages, penalties, damages or compensation payable to a third party; and
 - (c) any legal or other expenses incurred in respect of any claim.
 - (l) **Milestone Date** means the date for completion of a Key Event as set out in the Purchase Order.
 - (m) **Party or Parties:** the Buyer or the Supplier when mentioned individually, or the Buyer and the Supplier when mentioned jointly;
 - (n) **Performance Bond:** a bond provided by the Supplier for [X%] of the Contract Price against proper fulfilment of the obligations of the Supplier under the Contract;
 - (o) **Purchase Order:** any order issued by the Buyer to the Supplier for the purchase of the Services;
 - (p) **Services:** the services to be provided by the Supplier referred to [set out] in a Purchase Order;
 - (q) **Site:** the place where the Services must be performed by the Supplier as set out in the Purchase Order;
 - (r) **Software:** software, programmes and/or databases which are the property of the Supplier relating to the performance of the Contract and/or developed for the Services;
 - (s) **Supplier:** the legal entity that enters into the Contract with the Buyer;
 - (t) **Technical Specifications:** the documents containing the technical requirements and instructions regarding the Services referred or attached to the Purchase Order;
 - (u) **Warranty Bond:** a bond provided by the Supplier, as an on-demand bank guarantee, to fulfil the guarantee obligations consequent to the improper fulfilment of the Contract, as regulated by clause 9 below of these General Conditions, and to execute the Buyer's indemnity obligations undertaken in this Contract.
 - (v) **year** means a calendar year.

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 30 (thirty) 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 30 (thirty) days of receipt then at the Buyer's absolute discretion:
 - (a) 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;
 - (b) there shall be no contract between the Parties;
 - (c) the Buyer shall have no obligation to make any payments to the Supplier; and
 - (d) the performance of any Services 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 30 (thirty) 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. Supplier's obligations.

- 3.1. The Supplier undertakes to perform the Services:
 - (a) in accordance with the requirements of the Contract;
 - (b) using the standard of reasonable skill, care and diligence to be expected of a competent member of the Supplier's profession or industry experienced in providing services in that capacity in connection with services of similar size, nature and complexity to the Services under terms and conditions no less onerous than this Contract;
 - (c) in order to meet any of the requirements indicated in the Contract and the Technical Specifications, as well as any other results the Buyer is reasonably entitled to expect in connection with the Service performance; and
 - (d) using experienced and qualified staff suitable for carrying out the Services.
- 3.2. The Supplier undertakes to:
 - (a) perform the Services through its organisation of people and means, fully autonomously, and exercising its directive and/or hierarchical power on its employees and/or collaborators, fully undertaking the business risk. The Supplier shall not subcontract or otherwise delegate or transfer its obligations in whole or in part without the Buyer's prior written consent;

- (b) perform the Services according to the provisions of the Contract and the Technical Specifications and, where required, carry out its activity at the Site indicated in the Contract. The Supplier shall also undertake to perform the Services according to all applicable provisions of the law, regulations and other statutory requirements, technical rules, best industry practice and applicable British Standards and has included within the Contract Price all relevant costs of such compliance;
 - (c) where applicable, carry out the Services in a manner that does not breach, or put the Buyer in breach of, any provision governing access to the Site or any other third party requirement indicated in the Contract, as well as any instruction to comply with access requirements of the Site which the Buyer may at any time provide;
 - (d) where the Services have to be performed in whole or in part using a vessel, procure for itself the availability of an adequate vessel sufficient to ensure that the Supplier meets its obligations within the time scheduled in the Contract;
 - (e) perform the Services using any technical equipment and means belonging to it, and/or hired by it and/or in any way available to it, which is maintained in a good state of repair in accordance with any applicable provisions. The Supplier warrants that there are sufficient spare parts for the equipment to ensure that prolonged breakdown does not occur and, if required by the Buyer, shall provide evidence of the spare parts;
 - (f) not communicate with third parties, copy, use or in any way disclose, without the prior written consent of the Buyer, any document provided by the Buyer for the purpose of the execution of the Services. In this respect it is agreed that the Buyer shall retain the copyright and any other intellectual property rights in any document whatsoever that may be provided to the Supplier for the purpose of the execution of the Services;
 - (g) if required in the Purchase Order, institute a quality assurance system to demonstrate the compliance with the quality requirements of the Buyer, duly communicated to the Supplier. As part of the quality assurance system, the Supplier shall prepare a fully detailed quality plan in accordance with the Buyer's requirements and shall submit it to the Buyer for review. The Supplier's quality plan shall fully detail safety plans and fulfil all aspects of the health and safety regulations, which the Supplier undertakes to comply with as set out in the provisions below; and
 - (h) if the Services require the selection or specification of materials, the Supplier has selected or specified, and/or will select and specify, goods, materials, plant and equipment for any works of which the Services form a part as may be required by the Services and/or all health and safety requirements which are applicable to the Supplier under this Contract with all reasonable skill, care and diligence to be expected of a qualified and experienced member of the Supplier's industry or profession undertaking the execution of services similar in scope and character to the Services.
- 3.3. The Supplier declares it has examined the Technical Specifications regarding the Services and found them to be adequate for it to carry out and complete the Services. Any deficiencies, omissions, contradictions or ambiguities in the Technical Specifications or conflicts with applicable law shall be notified by the Supplier to the Buyer who will instruct how the issue is to be dealt with, which shall be at no additional cost to the Buyer.
- 3.4. The Supplier undertakes to:
- (a) perform the Services, except where specifically provided for otherwise by the Contract, without interfering with the execution of the activities of the Buyer's or any third parties' (which shall include, without limitation, any other suppliers);
 - (b) promptly notify the Buyer of any circumstances that might interfere with and/or affect the proper performance of the Services, and might result in a delay to progress of the Services or to any date or dates for performance identified in the Contract. In this case, the Supplier shall use its best endeavours to mitigate the effect of such circumstances and the delay to the delivery terms agreed in the Contract to the fullest possible extent;
 - (c) take all precautions and initiatives necessary while performing the Services, to prevent damage of any kind, either direct or indirect, to the Buyer's or any third parties' staff or assets. Anything necessary to repair damage caused by the Supplier, as well as any damage caused to the Buyer and/or third Parties, including the staff employed by them, shall be at the Supplier's cost;
 - (d) indemnify and hold the Buyer harmless from and against any liabilities and costs that might arise under or arising out of this Contract, including all kinds of rights claimed against it by any third parties (including the Supplier's employees and/or any sub-contractors) connected with the Contract execution in any way. For this purpose, the Supplier, if required by the Purchase Order, shall take out a suitable insurance policy according to clause 9 below;
 - (e) obtain all permits and authorisations necessary to perform the Services which it is legally capable of obtaining. If the Supplier is not legally capable of obtaining a permit or authorisation, the Supplier shall confirm to the Buyer in good time so as not to delay the performance of the Services (i) who the correct applicant should be; (ii) what steps need to be taken by the correct applicant to obtain the permission or authorisation; and (iii) provide the Buyer and/or the correct applicant with all support and information necessary to successfully obtain the permission or authorisation.
 - (f) use exclusively for the performance of the Services all necessary technical equipment and means belonging to it, and/or hired by it, and/or in any way in the Supplier's full availability, and to maintain them according to the law in force at that date, and in any event in a good state of maintenance;
 - (g) use people hired according to the law in force in the location where the Services are being performed and pay its employees all wages, taxes, insurances, and social security contributions provided for by the laws applicable to the Supplier and the Services;
 - (h) appoint a suitably qualified, experienced and senior designated representative, and a deputy who will substitute for the representative in case of the representative's absence. The Supplier's representative and, in case of the representative's absence its deputy, shall be responsible for the technical and administrative performance of the Services on behalf of the Supplier and shall be capable of being treated by the Buyer as having the authority of the Supplier for all purposes under this Contract;
 - (i) comply with all statutory requirements in matters of prevention and protection from and against safety and health risks at work. The Supplier shall, in connection with the employees and/or sub-contractors employed to perform the Services, comply with:
 - (i) all information and training obligations about the health and safety risks at work regarding the activity carried out and the relevant prevention and protection means;
 - (ii) all risk assessments prepared in relation to the Services
 - (iii) where applicable, for any Services to be performed at the Site indicated in the Contract, the above-mentioned information and training obligations about the health and safety risks at work, as well as the prevention and protection tools to be adopted on the Site;
 - (iv) any Site access rules.
 - (j) procure that its employees and/or sub-contractors comply with the prevention and protection measures regarding health and safety risks at work adopted on the Site, and regulated in the relevant risk assessment document (RAD) or, should any interference risks exist, in the interference risk assessment document (IRAD), to be drawn up by the Buyer, or the Site manager. The Supplier shall procure that its employees and/or collaborators, if required, wear individual protection clothing and devices as indicated in the RAD and/or IRAD;
 - (k) notify the Buyer in writing (which shall also include by e-mail) of any change of control of the Supplier entity (which in the case of a registered company shall include a change in the ownership of more than 5% (five per cent) of the company's issued share capital) or changes to the information sent about the composition of its company's structure and corporate boards;
 - (l) indemnify and hold the Buyer harmless from and against any claims that might be raised against it by the Supplier's employees and/or sub-contractors for wages, national insurance or pension contributions and/or any other amounts due to them, as well as to indemnify and hold the Buyer harmless from and against any sum that, in connection with the Contract, might be claimed by tax authorities for taxes and duties of all kinds connected with the Contract and due by the Supplier.
 - (m) comply with all applicable statutory environmental requirements applicable in respect of the performance of the Services.
 - (n) indemnify the Buyer or any other third party against all claims arising from any pollution or other environmental damage of any kind (including related clean-up obligations) resulting from the activities of the Supplier in connection with the performance of this Contract.
 - (o) take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property and any other interference with the rights of third parties resulting from pollution, noise and other results of its operations.
 - (p) ensure that emissions (including noise emissions), surface discharges and effluent from Supplier's activities shall not exceed the values prescribed by applicable statutory requirements or by any applicable licences or regulations relevant to the Services.
 - (q) notify the Buyer immediately on becoming aware of any pollution. The Supplier's notice shall describe the pollution so that it can be inspected by the Buyer, and shall set out whether the Supplier considers the pollution to have been unforeseeable and if so, the reasons why. Supplier shall continue performing the Services, using such proper and reasonable measures as are appropriate for the physical conditions and shall take all reasonable steps to minimise the effect of any such pollution on the Services.

- (r) clean up or otherwise deal with any pollution existing at, on in or under the Site where and to the extent that it is not unforeseeable in accordance with its obligations under the Contract and to the extent necessary in order to carry out and complete the Services in accordance with the Contract and to comply with all applicable statutory requirements, permits, licences and approvals.
- (s) at the discretion of the Buyer, either:
- (i) clean up or otherwise deal with at its own expense; or
 - (ii) be liable to the Buyer for the costs of the Buyer or a third party cleaning up or otherwise dealing with, pollution arising out of or in connection with any act, omission, neglect or default of Supplier, any Supplier's Personnel or any subcontractor, to comply with all applicable statutory requirements, permits, licences and approvals.
- (t) indemnify and hold the Buyer and any third party harmless from and against any and all claims, damages, losses and expenses (including legal fees and expenses) suffered or incurred by any of them in respect of any pollution (including noise pollution):
- (i) arising out of or in connection with any negligent act and/or omission, neglect or default of the Supplier, any the Supplier's personnel or any subcontractor;
 - (ii) arising out of or in connection with any failure by Supplier to comply with its obligations under this clause as well as any other provision included in the Contract; and/or
 - (iii) existing at, on in or under the Site, where and to the extent such pollution is exacerbated by any negligent act and/or omission, neglect or default of the Supplier, any of the Supplier's personnel or any sub-contractor.
- For the purposes of the Contract, in no event shall any pollution be deemed as unforeseeable where and to the extent it is caused or contributed to by any negligent act and/or omission, neglect or default of the Supplier, any sub-contractor or any of the Supplier's personnel.
- (u) if required by the Buyer, remedy promptly any defect in the Services resulting directly or indirectly from any breach of the Contract or otherwise discovered during the period of 24 (twenty four) months from completion of the Services. In such case,
- (i) as soon as reasonably possible the Buyer shall notify in writing to the Supplier that there is a defect or defects in the Services.
 - (ii) the Buyer and the Supplier shall agree promptly the actions to be carried out by the Supplier at his cost and expense in order to remedy the defects and the time within which the remedy shall be completed shall be no more than 30 (thirty) working days from the date of the defects notice referred to in the paragraph above unless another period of time is agreed in writing by Buyer.
 - (iii) should the Supplier not be able or willing to carry out and complete the remedy to the Services within the abovementioned period, then the Supplier shall indemnify Buyer against any costs and expenses, losses and damages of whatsoever kind incurred by Buyer in appointing another competent Supplier of its choice for the remedial Services to be completed on time.
- (v) guarantees i) that the Services will fulfil the buyer's Requirements, as indicated in, or reasonably inferred from, the Contract and the Technical Specifications, linked to the Service performance, ii) the full compliance with its contractual obligations as indicated in, or reasonably inferred from, the Contract and the Technical Specifications, and the delivery of the Documentation.
- (w) undertake to indemnify and hold the Buyer harmless from and against any requests and/or claims that might be raised by any third parties against the Buyer caused or contributed to by the Supplier's failure to comply with the obligations in this Contract.
- 3.5 In the event that the Supplier is required to use a vessel for the execution of the Services, the following provisions shall apply:
- (a) The Supplier shall be responsible for all of its equipment, including the vessel which, when brought to the Site, shall be deemed to be exclusively intended for the execution of the Services.
 - (b) The Supplier warrants that prior to mobilisation the vessel shall be (i) in a seaworthy condition; (ii) in every way fit for the purpose of performing the Services; and (iii) equipped in accordance with the registry, class and certification. Moreover, the Supplier warrants that there are sufficient spare parts for the vessel to ensure that prolonged breakdown does not occur and, if required by the Buyer, shall provide evidence of these spare parts. If the Supplier (whether determined by the Buyer or by the Marine Warranty Surveyor) fails to comply with these provisions, it shall at its own cost and risk, procure a replacement vessel which does comply.
 - (c) The Supplier warrants that the vessel holds all the necessary licences, permissions, consents, approvals, certificates and authorisations to enable the Supplier to carry out and complete the Services and that they are in force at the mobilisation of the vessel and remain in force throughout the use of the vessel for the purpose of executing the Services.
 - (d) Without prejudice to any obligation to comply with any health and safety regulations as provided in these General Conditions, the Supplier shall also comply with the International Maritime Organisation (IMO) requirements, and the latest Safety of Life at Sea (SOLAS) requirements.
 - (e) Prior to mobilisation or remobilisation, the Supplier shall, upon request and having been given reasonable notice, give to the Buyer and its surveyor access to the vessel at a mutually agreed place to ascertain that the vessel meets the requirements of the Contract. The Supplier shall without delay take the necessary measures to rectify any deficiency found by the Buyer or its surveyor. Thereafter, a new survey shall be carried out. The costs of any initial survey shall be borne by the Buyer. The costs of further surveys, including the Buyer's costs in connection with them, shall be borne by the Supplier. Any survey or inspection of the vessel by the Buyer or its surveyor shall not relieve the Supplier of any of its obligations under the Contract. Subject to the Buyer's written approval, the Supplier shall have the right to substitute the vessel or any part thereof with vessels having similar or better specifications or capabilities than the substituted one.
 - (f) The Supplier shall ensure that the Buyer has the right at all times, from the relevant mobilisation to the relevant demobilisation, to be on board the vessel in order actively to monitor the fulfilment by the Supplier of its obligations under the Contract. The presence of the Buyer on board the vessel shall in no way relieve the Supplier from its liability for the proper execution of the Services and any other obligation under the Contract.
 - (g) The Buyer and the Marine Warranty Surveyor shall be granted reasonable opportunities to carry out independent audits of the vessel.
 - (h) The Supplier shall also: (i) provide and maintain all lights, buoys and other markers, guarding, watching and temporary navigation aids required by any applicable law for the proper indication of submerged Services and mooring the vessel; (ii) ensure that the Supplier's personnel have received all necessary and appropriate safety and survival training in accordance with applicable laws; (iii) at all times comply with all applicable laws in connection with the "Notice to Mariners"; (iv) ensure that all communications devices are properly licenced by the relevant regulatory authorities and certificates produced for inspections on any request by the Buyer; (v) take all necessary steps to minimise interference with local fishing, aquaculture and other sensitive activities on or near the Site; and (vi) avoid anchoring the vessel in protected areas or where damage could be caused to sensitive areas.
 - (i) if any property of the Supplier (or its subcontractors, if any) becomes an actual, constructive, compromised or arranged total loss or wreck, and if the Supplier is legally obliged to remove it, the Supplier shall, as soon as practicable, raise and remove such property at its own cost and expense. Until such property is raised or removed, the Supplier shall mark and light it and comply with the requirements of all applicable laws and / or relevant harbour or maritime authorities at its own cost and expense.
- 3.6 If applicable, the Buyer shall be responsible for liaising directly with the Marine Warranty Surveyor and shall keep the Supplier informed of the progress and outcome of any such liaison. The Buyer shall give reasonable prior notice to the Supplier of the dates of any meetings or site visits agreed with the Marine Warranty Surveyor. The Supplier is requested to attend any such meetings and shall allow the Buyer and the Marine Warranty Surveyor to have free access to the operative sites. The Supplier may be requested to prepare and provide the Buyer with the minutes of any such meetings or site visits and actions agreed with the Marine Warranty Surveyor. The Supplier acknowledges and agrees that he must comply with the reasonable requirements of the Marine Warranty Surveyor from time to time. Where and to the extent that the Marine Warranty Surveyor's approval is required, including in relation to the testing, trial, familiarisation or use of any of the Supplier's equipment (including the operational characteristics or limits of a vessel) or the method of execution of any part of the Services, the Supplier shall:
- (a) support the Buyer by obtaining such approval in a timely manner subject to the Marine Warranty Surveyor also acting in a timely manner;
 - (b) ensure that sufficient details of the relevant Supplier's equipment or the method of execution of any part of the Services or the curriculum vitae of key members of the Supplier's personnel is submitted to the Marine Warranty Surveyor, through the Buyer, in a form and within the timescale requested so that he has adequate time to review, comment on and approve it without causing a delay and/or additional cost to the Buyer and/or the Supplier; and

- (c) not proceed with the relevant part of the Services or the use of any such Supplier's equipment until such approval has been obtained.

Following receipt of any approval from the Marine Warranty Surveyor the Supplier shall, at its own cost, comply with the terms of the Marine Warranty Surveyor's approval, including any reasonable recommendations contained therein. The Marine Warranty Surveyor is an independent third party appointed to review and approve various aspects of the Services and the Buyer shall not be responsible for any act, omission, neglect or default of the Marine Warranty Surveyor and the Supplier shall not be entitled to any relief from performance of his obligations under the Contract or any relief from rejection or termination as a result of any act, omission, neglect or default of the Marine Warranty Surveyor.

4. Buyer's obligations.

- 4.1. The Buyer shall give the Supplier:
- all information it has in its possession or control in relation to the performance of the Services;
 - where the Services are to be performed at a specific Site, the information relating to the Site, in specific connection with the information regarding the health and safety risks of the workers employed by the Supplier, and the prevention and protection measures against such risks.
- 4.2. The Buyer shall also notify the Supplier of any risks that it is aware of in relation to the Site, that might interfere with and/or delay the performance of the Services.

5. Terms of the performance of the Services

- 5.1. The Supplier shall perform the Services in accordance with the Contract.
- 5.2. The Supplier shall have the right to request an extension of time for the time for performance (if any) set out in the Purchase Order, in case of:
- force majeure, which are events which are unforeseeable by an experienced and competent member of the Supplier's profession or industry, beyond the Supplier's reasonable control, such as to make the performance of the Services impossible to be carried out. By way of non-exhaustive example only without limitation, force majeure shall include: natural phenomena (floods and/or earthquakes), wars, revolutions, riots, epidemics, etc., while strikes and lock-outs cannot be interpreted as force majeure;
 - any impediment, prevention or default, whether by act or omission, by the Buyer or anyone for which the Buyer is responsible, except to the extent caused or contributed to by any default, whether by act or omission, of the Supplier or of anyone for which the Supplier is responsible;
 - any suspension by the Buyer under clause 5.4.
- The Supplier shall submit the Buyer within 15 (fifteen) days after the occurrence of one of the causes listed above, an application in writing for the extension of the term, supplying sufficient details for the Buyer to ascertain the cause and effect of the event. In the case of a force majeure event, the Supplier must notify the Buyer in writing within 2 (two) days of such an event or if this may not be possible, as soon as practicable and this notification shall include evidence of the reason why notification could not be delivered within 2 (two) days.
- The Buyer shall notify the Supplier of any term extension due as a result of such causes or causes. The change in the term shall give the Supplier no rights to increase in the Contract Price, except for what is provided for in clause 6.7 below.
- 5.3. Except where stated to the contrary in the Contract, and except where the Buyer's previous written authorisation has been obtained, neither advanced delivery of the Services against any specific delivery terms indicated in the Contract nor partial delivery shall be accepted.
- 5.4. The Buyer shall be entitled to instruct the Supplier, at any time, to suspend the performance of the Services, notifying the Supplier in writing at the address indicated by it in the Contract. This suspension shall become effective on the date of receipt of the above-mentioned written notice by the Supplier.
- 5.5. If the Buyer suspends the performance of the Services under clause 5.4, the Supplier shall stop its activities, de-mobilise, leave any equipment, plant and machinery used for the performance of the Services and arrange for their custody and otherwise comply with the instructions of the Buyer in relation to the suspension. The Buyer shall notify the Supplier, with reasonable advance notice, of the day on which the Services shall be resumed.
- 5.6. If the Services are suspended other than by reason of the Supplier's default, the Supplier shall be entitled to receive the consideration established in the Contract, where provided together with any additional costs reasonably and demonstrably incurred as a result of the period of suspension.
- 5.7. The Supplier shall have the right to withdraw from the Contract should the suspension last over 90 (ninety) consecutive days having first given the Buyer not less than 14 (fourteen) days' notice of its intention to suspend and provided that the Buyer does not give instruction to recommence the Services before the expiry of that notice period.
- 5.8. The Buyer may issue to the Supplier instructions in writing which may be necessary for the Supplier to perform the Services under the Contract.
- 5.9. Without prejudice to the foregoing, the Buyer shall have the right to examine, inspect and measure the execution of the Services and check its progress. Such a right of inspection does not relieve the Supplier from the fulfilment of its obligations under the Contract and, in particular, from the execution of the Services according to the Contract and the Technical Specifications.

6. Contract Price.

- 6.1. The Contract Price shall be established in the Contract. The Contract Price is an all-inclusive, fixed sum which shall not be capable of any adjustment whatsoever other than in accordance with the terms of this Contract.
- 6.2. By accepting the Purchase Order, the Supplier shall acknowledge that:
- it has been made fully aware of and satisfied itself as to the type of Services, the nature of the places, the local conditions and any other elements necessary for their evaluation, and it has considered them in connection with all circumstances and chances that may affect their execution and the determination of the considerations offered;
 - any risks, contingencies or other matters that may affect the performance of the Services;
 - the profitability of its prices and their suitability to cover, as a whole, all costs, expenses, charges and chances connected with provision of the Service in accordance with this Contract.
- 6.3. Except for any provisions otherwise established in the Contract, the Contract Price shall be understood as net of VAT (if due) but inclusive of all other taxes, contributions or levies in any jurisdiction whatsoever.
- 6.4. Notwithstanding clause 6.5, the Supplier is solely responsible for the payment of any income taxes, company taxes and/or any other taxes or duties in any way linked to the Service performance.
- 6.5. The Buyer may make deductions, if applicable, pursuant to the construction industry scheme for taxation under the Finance Act 2004 or where required in accordance with other applicable legislation, from the Contract Price to be paid to the Supplier and such amount shall be deducted from the amount paid by the Buyer to the Supplier.
- 6.6. The Supplier shall arrange to file income returns and promptly fulfil any other fulfilments according to the tax rules applicable to it. Where required by the competent tax authorities, the Buyer can notify the payments made according to the Contract. The Supplier shall provide the Buyer with all necessary information to enable the Buyer to determine the Supplier's status pursuant to the construction industry scheme of taxation and shall immediately notify the Buyer of any change to that status.
- 6.7. If the Buyer gives the Supplier a written request for changes in the size, amount or nature of the Services covered by the Contract, the Contract Price will be revised to reflect such change. If the value of the change is not set out in the Contract, it will be valued using the rates and prices applicable to the Contract for similar services, or where there are no applicable rates and prices in the Contract, based on the reasonable and demonstrable costs of labour and use of materials and/or equipment.
- 6.8. Invoices issued by the Supplier to the Buyer shall be settled within 90 (ninety) days after the end of the month in which the invoice is received by the Buyer, unless it is established otherwise in the Contract.
- 6.9. The Buyer shall be entitled to set-off against any amounts due to the Supplier i) any amounts paid by the Buyer to third parties in connection with the Contract or provisions by the law, and/or ii) any amounts due by the Supplier to the Buyer under or arising out of the Contract whether for damages due from the Supplier or by way of indemnity according to the provisions of these General Conditions.

6.10. In the event that following a request by the Buyer, the Supplier cannot or does not prove it has paid wages, social security and insurance contributions and/or any other amounts due to its employees and/or collaborators employed for the Service performance, or the tax withdrawals on such wages and/or any other amounts due to the above-mentioned employees and/or collaborators in accordance with this Contract, then the Buyer shall be entitled to withhold all payments that would otherwise have been due to the Supplier under this Contract unless and until the Supplier has provided such proof to a standard reasonably satisfactory to the Buyer.

6.11. Except for any exceptions only contained in the Contract, any travel expenses arising from the performance of the Service will be reimbursed by the Buyer subject to a formal written approval made by the Buyer to the Supplier and submission by the Supplier to the Buyer of the relevant receipts to document these expenses.

7. Construction Act Compliance:

If and to the extent that the Services constitute "construction operations" as defined in s.105 of the Housing Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Development and Construction Act 2009) (the "Construction Act") then:

- (a) the due date for payment shall be 30 (thirty) days after the end of the month in which the Supplier's invoice is received in accordance with clause 6.8;
- (b) not later than 5 (five) days after the due date, the Buyer will give a notice to the Supplier specifying the sum that the Buyer considers to be due or to have been due at the payment due date and the basis upon which it is calculated (the "Notified Sum");
- (c) the date established in accordance with clause 6.8 shall be the final date for payment;
- (d) if the Buyer intends to pay less than the Notified Sum it shall give the Supplier a pay less notice not later than one day prior to the final date for payment stating the sum that the Buyer considers to be due on the date the notice is served and the basis upon which it has been calculated.

8. Time.

8.1. The Supplier shall meet any performance dates for the Services or delivery dates for the Products specified in the Order or notified to the Supplier by the Buyer.

8.2. The Supplier shall complete each Key Event by the relevant Milestone Date if provided for in the Purchase Order. The Supplier shall make no changes to any Milestone Date without the Buyer's prior written consent (to be withheld at its absolute discretion and not unreasonably withheld).

8.3. Unless otherwise agreed in writing by the Buyer, time for performance or delivery shall be of the essence of the Contract.

9. Liquidated damages, Performance Bond, Advanced Payment Bond, Warranty Bond and insurance.

9.1. If provided for in the Purchase Order, in the case of the Supplier failing to comply with Clause 8.1 and/or Clause 8.2, the Supplier shall be obliged to pay delay liquidated damages as indicated in the Purchase Order.

9.2. The sum of liquidated damages to be paid under the above paragraph may not exceed the cap indicated in the Purchase Order for damages due under this Clause.

9.3. These damages shall not relieve the Supplier from its obligation to complete the Works, or from any other duties, obligations or responsibilities which it may have under the Contract. In any event, the Supplier shall be responsible for mitigating the delay by working overtime, at no cost.

9.4. The payment of liquidated damages pursuant to this clause is without prejudice to the Buyer's right to be refunded any additional losses incurred in relation to such failure.

9.5. If provided for in the Purchase Order, the Supplier, as a guarantee of the proper compliance with the contractual obligations, shall give in favour of the Buyer a Performance Bond for the amount determined in the Contract. This Performance Bond shall consist of a first demand bank guarantee issued by a United Kingdom clearing bank to the Buyer's approval. The Buyer shall have the right to withhold any payments that would otherwise have been due to the Supplier unless and until the Supplier has issued the above-mentioned Performance Bond.

9.6. If provided for in the Purchase Order, the Supplier, as a guarantee of the return of the advanced payments compared with the execution of Services, shall give in favour of the Buyer a Performance Bond for the amount determined in the Contract. This Advanced Payment Bond shall consist of a first demand bank guarantee issued by a primary bank to the Buyer's approval. The Buyer shall have the right to stop the payment of the Contract Price until the Supplier has issued the above-mentioned Advanced Warranty Bond.

9.7. If provided for in the Purchase Order, the Supplier, as a guarantee of the obligations resulting from the improper fulfilment of the Contract, as regulated in clause 3 of these General Conditions, and of the execution of the Buyer's indemnity obligations undertaken in these General Conditions and the Contract, shall give a Warranty Bond for the amount determined in the Contract. This Warranty Bond shall consist of a first demand bank guarantee issued by a primary bank to the Buyer's approval. The Buyer shall have the right to stop the payment of the Contract Price until the Supplier has issued the above-mentioned Performance Bond.

9.8. Where a bond or guarantee referred to in clauses 9.5 to 9.7 has a longstop date, then in the event that the longstop date expires before the corresponding obligations which are guaranteed have been discharged, expired or been fulfilled then the Supplier shall not less than 5 (five) working days before the expiry of such bond or guarantee procure a replacement bond or guarantee in the same terms and from a surety of equivalent or better financial standing than the surety providing the original bond or guarantee provided always that the longstop date shall be amended to a date not less than one year after the date on which the guarantee was provided and this clause 9.8 shall apply equally to any such replacement guarantee.

9.9. If required in the Purchase Order, the Supplier shall undertake to take out and/or maintain for as long as the Supplier has any liability under this the following insurance coverage:

- (a) Professional indemnity insurance;
- (b) Third-party liability insurance against the Buyer and third parties;
- (c) Insurance against accidents of employees and/or collaborators employed for the Service performance;
- (d) Car insurance for any vehicles to be used for the Service performance;
- (e) All insurance policies required compulsorily by the law of the place of the Supplier's registered office and/or address, or the place where the Services must be performed,

in each case with a level of cover not less than the amount referred to in the Purchase Order or (if greater) the amount required in 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.

10. Confidentiality.

10.1. The Supplier shall undertake to comply, and have its employees and sub-contractors comply, with the confidentiality, nondisclosure and non-use for the benefit of third parties obligations in relation to all Confidential Information to which the Supplier has access to or possession of before, during or after the execution of the Contract.

10.2. Confidential Information shall not include information:

- (a) already in possession of the Supplier before the communication by the Buyer;
- (b) received by the Supplier from another party other than the Buyer where such other party was not also under an obligation to keep such information confidential;
- (c) that has become public without the Supplier's infringement of this provision;
- (d) that is required to be disclosed by law. In this case, the Supplier shall undertake to promptly notify the Buyer of the obligation to notify Confidential Information and take all reasonable steps to preserve its confidentiality where practicable.

10.3. The confidentiality obligations in this clause 10 shall remain in force for a period of 5 (five) years from the date of its expiration and/or termination if earlier. On expiry of the Contract, the Supplier shall undertake to return the Buyer the media through which it has received the Confidential Information, or to destroy it, and to destroy all copies of Confidential Information that might be filed in all types of electronic format, giving evidence of such a destruction to the Buyer on demand.

11. Intellectual property.

- 11.1. The Intellectual Property Rights of the Buyer in existence when entering the Contract shall remain the property of the Buyer. The Supplier will have no express or implied licence to use or otherwise exploit the Intellectual Property Rights of the Buyer save to the extent strictly necessary for the performance of the Services. The Supplier shall undertake to notify the Buyer of any event and/or circumstance that may represent an infringement of such Intellectual Property Rights.
- 11.2. The Supplier shall guarantee that it has the right to use any and all Intellectual Property Rights regarding technology, know-how or other materials to be used in performing the Services, and indemnifies and hold the Buyer harmless from any rights and/or claims of any kind that may be claimed by any third parties against the Buyer about the use of such Intellectual Property Rights. The Supplier grants to the Buyer a perpetual, royalty free, non-revocable licence, capable of sublicense, to use any Intellectual Property Rights of the Buyer to enjoy the benefit of the Service whether during or after the expiry or termination of the Contract.
- 11.3. By delivering the Documentation, the Supplier shall grant to the Buyer the property in, and the right to use and exploit, such Documentation.

12. Software.

Each Contract shall specify whether any license to use the Supplier's software used for the performance of the Services has been granted to the Buyer.

13. Sub-Contract – Transfer of the Contract.

- 13.1. Subject to any statement to the contrary in the Purchase Order or subsequent notice in writing from the Buyer, the Supplier shall not subcontract or otherwise delegate the performance of its obligations under this Contract in whole or in part.
- 13.2. Should the Buyer agree to the Supplier subcontracting any part of its obligations under this Contract, the Supplier shall:
- remain fully responsible for the performance of the Services, and be and remain liable for any Services provided by the subcontractor as if they had been provided directly by the Supplier;
 - warrant that the subcontractor has all qualifications required by law and the Contract;
 - appoint the subcontractor on terms no less onerous than these General Conditions;
 - ensure that the subcontractor's employees comply with all health and safety requirements which are applicable to the Supplier under this Contract;
 - indemnify and hold the Buyer harmless from all damages and/or claims that might be raised against it by the subcontractor and/or the subcontractor's employees.
- 13.3. Unless specifically authorised in writing by the Buyer, the Supplier shall not sell, assign and/or transfer to any third party title to (or whatsoever benefits in) any and all of its rights (including but not limited to its receivables and associated rights of payments) against the Buyer arising under, out of and/or connected with the Contract.
- 13.4. The Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Where necessary to give effect to any transfer, the Buyer shall prepare all Documentation and the Supplier shall duly execute such Documentation as is reasonably useful and/or necessary to make this transfer possible.

14. Data Protection

- 14.1. The Buyer hereby informs the Supplier that any personal data supplied or communicated to it according to or pursuant to the Contract will be processed by manual and/or electronic tools 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, like those arising from the European Union regulations).
- 14.2. As regards any personal data held by the Buyer, the Buyer shall be the data processor for the purpose of the Data Protection Act 1998.
- 14.3. Data can be communicated by the Buyer to or for the purpose of (a) people, companies, associations or firms that provide advisory services, (b) subsidiaries or companies belonging to the group of companies of which the Buyer is a part, including foreign ones; (c) banks or credit institutes, or insurance companies; (d) subjects that have the right to access data according to the law. Data shall be notified to our staff in charge with data processing, or the external parties that act as data managers. Data, for the above indicated purposes, can be transferred abroad, also to extra-EU countries, yet anyway to companies that belong to any holding company or subsidiary of the Buyer (as such terms are defined in the Companies Act 2006).
- 14.4. The list of the names of the subjects to which data can be notified, or whom can be informed about such data, shall be available at the Buyer, and the Supplier can access them by contacting the data processor.
- 14.5. The Supplier's data shall be necessary for the implementation of the contractual relationships between the Buyer and the Supplier, and the Supplier's consent shall be necessary for their management for this purpose. Any objection and/or refusal to give such data shall prevent such contractual relationship from being established and implemented. The Supplier can exercise the 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

15. Code of Ethics.

- 15.1. The Supplier:
- declares it knows and accepts the Code of Ethics and the Code of Conduct (defined as "Code of Ethics") annexed hereto as an integral part of the General Conditions.
 - undertakes, in connection with the execution of the Contract, to comply with the provisions of the Code of Ethics, and have all of its employees and subcontractors, who are involved in the execution of the Contract for any reason whatever, comply with the provisions of the Code of Ethics.
 - failure to comply with any one provision of the Code of Ethics shall entitle the Buyer to terminate the Contract on grounds of material breach.
- 15.2. The Supplier shall notify the Buyer of any infringement of the Code of Ethics it becomes aware of. The Supplier's notice must include a detailed description of the events that are 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. Such notice must be e-mailed to odv.powerlink@prysmiangroup.com

16. Termination of the Contract.

- 16.1. In addition to any entitlements set out elsewhere in the Contract, the Buyer shall be entitled to terminate the Contract immediately on notifying the Supplier in writing in the event that the Supplier is in breach of any of clauses 3.2, 3.3, 3.4, 3.5, 3.6, 5.1, 9, 10, 11.1, 13.1, 13.2 and 15.
- 16.2. Should the Supplier not comply with the Contract, the Buyer may terminate Supplier's engagement under the Contract accordance with this clause 16 and 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.
- 16.3. Should the Buyer exercise its entitlement pursuant to 16.2 in cases of emergency (including, without limitation, on grounds of health and safety, or in case of an imminent risk for the Buyer's equipment or that of a third party), the Buyer may exercise its entitlement pursuant to 16.2 without providing the Supplier with any opportunity to cure the default which the Supplier may otherwise be permitted to exercise under this Contract.

17. Partial Invalidity.

The invalidity of any one or more clause 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.

18. Notices.

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

Order Number

19. Applicable Law, Exclusive Jurisdiction and Competence.

The Contract shall be governed by 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.

Order Number

ETHICAL CODE

Stamp and signature of supplier
