

Purchase terms & conditions

1. Application area:

1.1 The present purchase terms & conditions define the general dispositions all product and/or service purchases by WIND INTERNATIONAL SERVICES S.p.A. (WIS S.p.A.) are subject to.

1.2 Notwithstanding any contrary stipulation in his sales terms& conditions, the seller acknowledges that his acceptance of the order not only includes the express waiver by the seller of all his sale terms & conditions but also the express acceptance of the present terms & conditions.

1.3 The acceptance of the order by the seller includes his renunciation of the application of any other disposition which might be included in his catalogues, leaflets, tariffs or any other document drafted by him and brought to the attention of WIND INTERNATIONAL SERVICES S.p.A. before or after the acceptance of the order.

2. Formation of the contract

2.1 Only orders submitted with an order form will be honoured by the seller. Verbal orders are invalid.

2.2 Any order form will be considered accepted 8 working days after its dispatch, even if the seller would have omitted to return the confirmation of the order to WIND INTERNATIONAL SERVICES S.p.A..

In that hypothesis, WIND INTERNATIONAL SERVICES S.p.A. nevertheless reserves the right to cancel the order without the cancellation giving rise to any compensation.

3. Price

3.1 The applicable price is indicated in the order or results from calculated formulas stipulated in the order.

3.2 The price stipulated in the order form may not be adapted for any reason whatsoever.

3.3 Unless otherwise stipulated, the price includes the packaging costs and any other cost, risk or charge related to the fulfilling of the order.

Any additional cost, of any nature, will not be authorised, unless prior written approval by WIND INTERNATIONAL SERVICES S.p.A. specifically indicated on the order form.

4. Invoicing

4.1 The invoices will be issued in the name of the company on whose behalf the order was passed and will be addressed to WIND INTERNATIONAL SERVICES S.p.A. (Service Comptabilité), 48, Via Cesare Giulio, 00148 Rome, ITALY, registered under number IT10193531000.

4.2 The invoices will include the number or reference of the products/services provided, the datum and reference of the delivery note and their detailed prices.

The invoices must also be accompanied with any necessary reference document.

4.3 Unless otherwise stipulated in the order, the seller will issue an invoice per order form and this invoice will be enclosed with the products / services.

4.4 Non-conform invoices to the stipulations indicated above will be considered by WIND INTERNATIONAL SERVICES S.p.A. as invalid and will be returned to the seller.

4.5 The service provider formally commits to conform with all the legal obligations inherent to its statute and to justify itself on simple request of WIND INTERNATIONAL SERVICES S.p.A..

5. Payment

5.1 Payments will exclusively be carried out by bank transfer, cheques or drafts.

Under no circumstance can the sole payment of an invoice be considered as recognition of conformity of the delivery, product or service.

5.2 In absence of any other special convention between the parties, payments will be done 30 days after date of invoice.

6. Delivery

6.1 Delivery will be post-paid to the premises of WIND INTERNATIONAL SERVICES S.p.A. or any other location indicated on the Order form.

6.2 Products will travel at risk and responsibility of the seller until complete delivery to WIND INTERNATIONAL SERVICES S.p.A. (including unloading and storage for products).

6.3 Insurance of products will be at charge of the seller.

6.4 At the delivery of the products, the seller will send a delivery note in two copies, at time of dispatch to WIND INTERNATIONAL SERVICES S.p.A., indicating (i) the date and full reference of the order form, (ii) the full address of the respective storerooms of the shipper and the consignee, (iii) a detailed description of the products, (iv) the total number of packets in the dispatch, (v) identification of the gross and net weights of each packet, (vi) the means of transport and, (vii) the dispatch date.

6.5 As any contrary cause possibly present in the terms & conditions of the seller is refused by WIND INTERNATIONAL SERVICES S.p.A., the seller will not be entitled to interest or a fixed compensation in case of delayed payment.

7. Delivery term

7.1 Products will be delivered on the date and to the address stipulated on the order form. The mutually agreed delivery term will be strictly respected.

The ordered services will be carried out at the location indicated on the order form in full conformity with the calendar fixed according to the rules of best practice and will correspond both to the specifications of the order form and the strictest professional criteria.

7.2 Dates and terms are considered essential parts of the contract and cannot be modified without written and signed approval by both parties.

7.3 The sole fact of expiry of the execution term represents a demand for the seller.

8. Delayed delivery

8.1 The seller shall inform in a detailed letter within the shortest delay, WIND INTERNATIONAL SERVICES S.p.A. of any event likely to delay the execution of the order without being able to therefore invoke an extension of the delivery term however.

The seller will make all reasonable effort to minimise delays in deliveries and the consequences of those delays.

8.2 If the delivery term is not respected, and except in cases of force majeure, WIND INTERNATIONAL SERVICES S.p.A. may cancel the order without indemnity or compensation for the seller and without prejudice to the right of WIND INTERNATIONAL SERVICES S.p.A. to demand compensation for damages or losses incurred resulting from the delay in delivery or the absence of prior written notice as provided under 8.1.

9. Transfer of risks

9.1 Unless otherwise stipulated by the parties, the transfer of property and risks will take place at the delivery of the products in the premises of WIND INTERNATIONAL SERVICES S.p.A. or any other location decided by the parties.

9.2 Any ownership reservation clause of the seller will be considered unwritten.

10. Acceptance

10.1 The acceptance of the delivered products will only occur after full verification in the premises of WIND INTERNATIONAL SERVICES S.p.A..

Any non-conform delivery to the specifications of the contract may be refused by WIND INTERNATIONAL SERVICES S.p.A..

The seller will have to take the rejected products back at his costs and risks. Failing him taking them back within a reasonable period, WIND INTERNATIONAL SERVICES S.p.A. will return them to the seller at his costs.

11. Packaging

11.1 Except in case of specific packaging requested by WIND INTERNATIONAL SERVICES S.p.A. on the order form, the seller shall deliver the products appropriately packaged, in view of the nature of the products and precautions to be taken against weather conditions, corrosion, loading accidents, restrictions of transport and storage, vibrations and shocks and more generally all events which might deteriorate the products.

11.2 In any case, the products will be sealed, packaged and labelled, and overall prepared for dispatch (i) conform with commercial customs, (ii) acceptable by transporters for dispatch at lowest prices, (iii) adapted to ensure the arrival of the products at their destination in good condition.

11.3 If the seller needs to supply a specific packaging, it will have to be carried out according to the corresponding instructions of WIND INTERNATIONAL SERVICES S.p.A..

11.4 The seller will label all packaging and containers with any instructions for necessary lifting, manipulation and transport, by identifying and clearly labelling items that need special care, storage and/or transport conditions, and indicating special precautions to take. The seller will label every packaging and container with transport information, order numbers, dispatch date, respective names and addresses of the sender and the consignee

11.5 The seller should be considered as sole responsible for any damage to products, or any additional expense, caused by incorrect or inappropriate packaging, marking or labelling, unless if demonstrated that the damages or expenses are the result of particular packaging, marking or labelling instructions supplied in writing by WIND INTERNATIONAL SERVICES S.p.A..

12. Guarantee

12.1 Unless otherwise stipulated by the parties, the seller guarantees, for a duration of 12 months, that the delivered products are (i) conform to the needs,

specifications, drawings, samples supplied by WIND INTERNATIONAL SERVICES S.p.A., (ii) of loyal and commercial value, (iii) exempt of any design, manufacture or functioning defects.

12.2 The seller acknowledges that all the guarantees in the present terms & conditions are added to the legal guarantees and those explicitly granted by the seller.

12.3 The seller remains responsible, despite any contrary disposition, of any direct or indirect damages, of contractual or default nature caused by the delivered products or provided services, without restriction regarding the amount of damage.

A certificate of conformity will be enclosed with the products if this is precised in the specifications or on the reverse of the order form.

12.4 If a defect or dysfunction of a product should be detected during the warranty term by WIND INTERNATIONAL SERVICES S.p.A., it will notify this in writing to the seller and the latter shall, without delay and at his cost, either replace, either repair the products, or correct the defect or dysfunction.

In this hypothesis the seller will consent a new guarantee of 12 months after each replacement, repair or correction carried out during the warranty, from the day the replacement, repair or correction will be satisfactory and successful.

If the seller does not satisfy the obligation of replacement, repair or correction, WIND INTERNATIONAL SERVICES S.p.A. will have discretionary powers (i) either to carry out the replacement, correction or repair at the exclusive cost of the seller , (ii) or to have the replacement, correction or repair carried out by a third party at the exclusive costs of the seller, (iii) or to obtain from the seller the integral refund of the purchase price of the defect or dysfunctional product.

13. Intellectual property

The seller certifies that the products supplied in no way affect the intellectual or industrial property laws of a third party.

He shall safeguard WIND INTERNATIONAL SERVICES S.p.A. of any overall average costs and expenses, as well as defend it against any legal action for patent, invention, designs and models, brand or copyright counterfeiting, initiated by a

third party which could result from the purchase, use or sale of products to WIND INTERNATIONAL SERVICES S.p.A..

The seller shall also compensate WIND INTERNATIONAL SERVICES S.p.A. for any damage, loss or prejudice incurred by it and directly or indirectly resulting from a complaint or action as intended in article 13.

14. Confidentiality

14.1 The seller shall ensure confidentiality towards third parties, of any information or documents he became acquainted with during the execution of the contract. This obligation is limited in time but does not concern information which might have reached the public domain otherwise than through unauthorised divulgation by the seller.

14.2 The seller will not divulge or provide any information relating to the existence of the contract or the use of the name of WIND INTERNATIONAL SERVICES S.p.A., without authorisation by WIND INTERNATIONAL SERVICES S.p.A. in any shape or form for any purpose whatsoever.

15. Cancellation

WIND INTERNATIONAL SERVICES S.p.A. reserves the right to cancel any order, by registered letter, without owing any compensation to the seller, if it appears that (i) the seller does not fulfil his obligation to deliver the products within the period stated in the order, (ii) the seller fails to meet his obligations of guarantee, (iii) the seller fails any obligation arising from the present purchase terms & conditions, or from any contract between the parties the order was subject of, without resolving them within 8 days after receipt of a written notice of WIND INTERNATIONAL SERVICES S.p.A. informing him of the fault, (iv) the seller becomes insolvent or under judicial administration or is the subject of a voluntary or forced liquidation, (v) the seller, in case of force majeure, shows a delay in delivery of more than 3 months.

16. Tolerance

The tolerance of WIND INTERNATIONAL SERVICES S.p.A. towards default of the seller on one of the present purchase terms & conditions cannot be extended to any ulterior defaults. The default of WIND INTERNATIONAL SERVICES S.p.A. to ensure the respect of one of the present terms & conditions will in no way constitute a waiver

of these conditions and will not affect the right of WIND INTERNATIONAL SERVICES S.p.A. to impose said respect later.

17. Partial invalidity

If one or several stipulations of the present conditions are deemed invalid, illegal or non-applicable in any aspect, they will be considered unwritten and the other stipulations of the present conditions will not be affected.

18. Applicable law and attributive clause of jurisdiction

In case of dispute, Italian law is solely applicable. The tribunals of the registered offices of WIND INTERNATIONAL SERVICES S.p.A. at the time of occurrence of the dispute will be sole competent.