

## Purchase Conditions SM 010

These "Purchase conditions" are applicable to all the purchase Orders (hereinafter referred to as "Order") issued by EDISON S.p.A. or by any of its subsidiaries hereinafter referred to as "Purchaser".

### 1. ACCEPTANCE OF ORDER, RELEVANT VARIATIONS AND PURCHASE CONDITIONS

The acceptance letter attached to the Order and a copy of these "Purchase Conditions" duly signed by the Supplier must be returned to EDISON S.p.A. Procurement Department – Foro Buonaparte, 31 - 20121 Milano.

At the receipt of the Order and relevant attachments, the Supplier shall immediately notify in writing any observation he may have concerning the content of the Order and relevant enclosures, or of the documents they refer to.

Any amendment or exception to the conditions of the Order and/or to those of the "Purchase Conditions" shall be contractually valid only if confirmed in writing by a regular Order variation issued by the Purchaser.

### 2. REFERENCES

All notifications and documents relating to the supply shall only be accepted by the Purchaser if the Order number and destination are indicated therein.

### 3. INSPECTIONS - CONTROLS - CHECKS - TESTS

The supply must be in accordance with Italian regulations in force and according to the instructions set forth in the Order and its enclosures.

The costs relating to test shall be born by the Supplier and included in the price (s), unless otherwise written in the Order.

Those test not covered by the contract documents and which may be requested by the Purchaser shall be carried out at Supplier's care and Purchaser's expense, unless such tests reveal deficiencies in the materials and/or manufacturing defects.

Moreover the Purchaser, directly or through authorised persons, shall reserve the right to follow the progress of the supply at the workshops of the Supplier and/or the sub-suppliers.

The Order shall indicate the type and procedures of the tests which the Purchaser intends to perform

### 4. DOCUMENTATION

Unless otherwise indicated in the Order, the final documentation and/or certificates must be supplied in duplicate.

### 5. DELIVERY TERMS

The delivery terms indicated in the Order are not subject to any variation unless due to events of force majeure.

In no event shall delays in fabrications and deliveries by sub-suppliers be included among justified delays.

The Supplier shall be bound to notify the Purchaser immediately in writing of the occurrence of whatever cause for delay.

Justified delays shall cause a corresponding extension of the delivery terms.

### 6. GOOD CIRCULATION CERTIFICATES AND PACKING

All goods of EU origin must travel accompanied by the packing list.

All goods of non-EU origin must travel accompanied by:

- EU 1 or T1 form (transit outside the EU)
- certificate of Origin
- packing list
- copy of the invoice

Packing shall be suitable for the goods supplied and for the means of transportation; consequently, any damage due to packaging defects will be at the Supplier's expense even in the case of delivery ex-works.

### 7. ACCEPTANCE AND TESTING OF THE SUPPLY BY THE RECEIVER

The Supplier declares that, independently of any authorization or preliminary check by the Purchaser during the supply, the goods delivered are free from any original or manufacturing visible or hidden defect and that are in conformity with what is indicated in the Order and in the documentation mentioned in the Order. Therefore, the receiver will have the faculty to check the validity of such statement with any means within one year from receipt of the materials.

In particular, if the Order explicitly envisages testings by the receiver, acceptance of the goods will also be subject to such testings or, failing this, for reasons not attributable to the Supplier, on expiry of six months from receipt of the goods.

### 8. GUARANTEE OF GOOD FUNCTIONING

When in the order the guarantee period in months is mentioned, and therefore this item 8 is referred to, the Supplier guarantees that the goods, during the period of guarantee, will maintain their characteristics requested in the order and in any case guarantees their good functioning in service. The period in months indicated in the order shall start from entry into service of goods; in any case, the guarantee period will not exceed 18 months from date of delivery of goods.

### 9. REJECTIONS - REPLACEMENTS - MODIFICATIONS - REPAIRS

All expenses for rejections, replacements, modifications and repairs which may be necessary further to the enforcement of item 7 above and, when it is mentioned, also of item 8 above, during the period indicated, will be at the supplier's expense.

The guarantee will also be automatically renewed for the same period for all the parts replaced, repaired or in any case modified, starting from the date of their re-entry into service.

**10. INTELLECTUAL PROPERTY RIGHTS**

The Supplier warrants that the goods supplied don't infringe the intellectual property rights of any third party.  
The Supplier shall indemnify and hold harmless Purchaser from and against any claim made by third parties arising out of infringements or alleged infringements of trademarks, patent rights, inventions, utility and/or ornamental models used by the Supplier for the execution of the supply.

**11. CONFIDENTIALITY**

The Supplier undertakes not to disclose any information obtained from the Purchaser and not to use them for any purpose except for the proper performance of the supply.

**12. UNBUNDLING COMPLIANCE**

*(Valid only for to contracts issued or activities of any kind for regulated companies. Edison Stoccaggio S.p.A. and I.D.G. S.p.A.)*

The Supplier is aware that the Purchaser is obliged to respect the rules on functional separation contained in the text of Unbundling approved by the Italian Authority for Electricity and Gas with Resolution no. 11/07 and subsequent amendments and additions, with the goal of promoting competition in the energy sector and to promote the opening of energy markets. The Supplier is also made aware of the fact that one of the major risks of distortion of competition could result from spreading, also in favour of the Edison Group, the so-called *commercially sensitive information*, ie information, news, or information that could facilitate the commercial activity of the operators of the energy markets. The list of *commercially sensitive information* is available to 'www.edisonstoccaggio.it and www.edisondg.it addresses

**13. FIXED PRICES**

The prices are fixed and not subject to any variation.  
The Supplier states that the prices set forth in the Order have been calculated taking into account any potential increase of costs relating to them and therefore bears the relevant risk.

**14. INVOICES AND PAYMENT**

The original invoices shall be addressed and mailed as indicated on the first page of the Order.  
Each invoice must refer to one single Order, shall indicate the information described in Art. 2 above and the reference of the delivery note, and shall be issued using the same currency stated in the Order.  
In case of goods of non-EU origin, also a copy of the customs bill of entry shall be mailed together with the respective invoice.  
In the event of partial delivery, the invoice must also indicate whether payment of delivery is in part or in full.  
Those invoices which do not conform with this article shall be rejected and the Supplier shall be bound to submit them once again in accordance with this article.

**15. NON TRANSFERABILITY OF CREDIT**

The credit deriving from the Order is not transferable to third parties.

**16. ETHIC RULES**

The Supplier pledges to abstain from offering any commission or compensation of any other kind to the Purchaser's employees, or distribute presents and other forms of generosity (use of means of transport, hospitality) which exceed the limits normally considered acceptable in commercial relationships, or to undertake commercial transactions with the said employees which could create a conflict of interest with those of the Purchaser.  
The Supplier furthermore commits itself to abstain to undertaking commercial activities and/or to signing agreements with third parties in contrast with the Purchaser's interests.

**17. ITALIAN DECREE 231/01**

The Supplier declares to have acknowledged the contents of Decree 231/01, according to Italian law, and undertakes to refrain from any behaviour which may be considered a criminal act under the above mentioned Decree 231/01.  
In case of any breach of the Supplier of the above mentioned Decree, the Purchaser reserves his right to terminate the purchase order, charging all the costs which will occur to the Purchaser because of the Supplier breach.  
Furthermore the Supplier declares to have read and understood, before accepting the purchase order, the Purchaser's organisation model and the code of ethics adopted by the Purchaser and published on the website [www.edison.it](http://www.edison.it).

**18. GOVERNING LAW**

The rights and obligations of the parties deriving from the Order shall be governed by Italian law and the Court of Milan shall have sole jurisdiction for passing judgements.

**19. PRIORITY**

Should there be any conflict between the Order and these Purchase Conditions the Order shall take precedence.

SUPPLIER'S STAMP AND SIGNATURE

The Supplier declare to accept all the articles of these "Purchase conditions" and specifically, according to the articles 1341-1342 of Italian code, of civil procedures, the articles 1, 5, 7, 8, 9, 10, 11, 12, 13, 15, 17 and 18.

SUPPLIER'S STAMP AND SIGNATURE