



GENERAL CONDITIONS OF CONTRACT June 2008 edition

Foreword

These general conditions of contract apply to the contractual relations between COMEM and its Customers regarding Products, Systems or Services. The Conditions, together with the Order and the Order Confirmation, constitute the entire agreement between the Parties and supersedes any prior oral or written understandings or representations between COMEM and the Customer relating to the Supply. COMEM has deposited the original of this document with Dr. Giuseppe Muraro, Notary Public in Vicenza. COMEM has made these conditions knowable also by:

1. making them available at each COMEM office and at all authorised representatives; and/or
2. publishing them on the Internet at the COMEM web site <http://www.COMEM.com>.

Capitalised terms of these Conditions shall have the meaning attributed thereto in Article 1 "Definitions".

1 . DEFINITIONS

COMEM: COMEM S.p.A. and its eventual successors.

Customer(s): a customer who requests and/or receives an Offer from or submits an Order to COMEM , and, where provided under the Order Confirmation and/or applicable law s, its eventual successors.

Company Group: the set of companies directly and/or indirectly controlled by a Party and of the companies subject with that Party to common control.

Conditions: these General Conditions of Contract.

Supply: the overall scope of the Order Confirmation.

Contract: the provisions of the Conditions, of the Order and of the Order Confirmation.

Offer: the document which COMEM submits to a Customer in order to receive an Order.

Order: the document (and its attachments) signed by the Customer and submitted to

COMEM for acceptance whereby the Customer orders from COMEM Products, Systems and/or Services. The definition of Order also covers the changes to an Order accepted by COMEM after the signature of the Contract.

Order Confirmation: the written communication whereby COMEM confirms the acceptance of an Order to the Customer, thus stipulating the Contract.

Party: the Customer and/or COMEM .

Parties: the Customer and COMEM .

Price(s): the price(s) indicated in the Order Confirmation.

Product(s): the good(s) specified in the Order Confirmation.

Service(s): the service(s) specified in the Order Confirmation.

System(s): the system(s) specified in the Order Confirmation.

2 . STRUCTURE OF CONTRACT

Unless otherwise agreed to by the Parties, the Customer agrees that each Order referring to the Conditions, and the relevant Order Confirmation from COMEM , is a separate contract, legally independent from any others. Each time the Customer submits an Order which is subject to the Order Confirmation by COMEM the relevant Supply shall be subject to the further contractual conditions for Products, Systems and/or Services indicated in the Order and in the Order Confirmation which are part of the Contract. In case of differences between the terms of the contractual documents, those contained in the Order Confirmation and in the Conditions prevail over those contained in the Order, and those contained in the Order Confirmation prevail over those in the Conditions. Any eventual general conditions applied by the Customer not expressly accepted in writing by COMEM , also where indicated in the Order and/or on the reverse of the Order, shall not apply. COMEM's Offer is valid only when transmitted in writing and for the period indicated in that Offer. No COMEM agent or intermediary has the power to accept Orders on behalf of COMEM. The Contract is stipulated between the Parties when COMEM, after receipt of the Order, notifies the Customer in writing about the acceptance of the same by sending the Order Confirmation. Upon receipt of the COMEM Order Confirmation, the Customer should verify all the information provided therein; it is considered accepted by the Customer if not challenged immediately in writing by the latter. The materials and services not expressly described in the Order Confirmation will be invoiced separately.

3 . GENERAL TERMS

3.1. All the information exchanged by the Parties shall be considered non-confidential. If the Parties intend to communicate, receive, or exchange confidential information, they shall stipulate and sign a specific confidentiality agreement.

3.2. The Parties may communicate by electronic means and these communications shall be considered equivalent to a written document, having full contractual validity between the Parties, except as provided under mandatory provisions of applicable law. The identification code contained in an electronic document, albeit differing from a digital signature, shall be sufficient for the identification of the sender and the authenticity of the document.

In particular, the Parties expressly agree that any Order transmitted by electronic means will be considered equivalent to a signed paper document by the Parties, with the same compulsory and binding effect, except as provided under mandatory provisions of applicable law.

3.3. The Parties shall not undertake any legal, judicial and/or extra-judicial action to protect their



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rights under the Contract, after the expiry of two years from the date of the event which entitles such action.

3.4. The transfer of the Contract within the COMEM Company Group shall not require the Customer's consent.

3.5. The Customer is bound to purchase the Products, Systems or Services for its own use or that of its Company Group and not for resale, concession under lease or transfer to third parties. Therefore, the Customer undertakes not to resell any Product System and/or Services to others without COMEM's prior consent. In case of any breach of this clause 5 the resale shall be ineffective. The provisions under this clause 5 do not apply in the case of lease-back whose scope is to finance the Products or the Systems.

3.6. The Customer agrees that, at the care and expense of COMEM, COMEM can install on the Products/Systems any technical modifications considered mandatory by COMEM (for example, those necessary for safety/security reasons). The parts removed become the property of COMEM ; the Customer declares that it has suitable authorisation from the proprietor or holder of other rights, to transfer to COMEM the ownership and possession of the parts removed.

3.7. The Customer is only responsible for the results obtained from the use of the Products, Systems or Services.

3.8. If any clause of the Contract is declared invalid or unenforceable, the remaining clauses of the Contract shall remain fully applicable and valid.

4. PRICES

Except as otherwise agreed in writing, the Price refers to a Supply delivered ex factory and excluding packaging, VAT, customs duties and, in general tax or financial charges connected with sale and export. The Prices agreed do not bind COMEM in the case of changes to the quantities and/or qualities of the Products to be provided and shall be updated in the case of extension of the delivery schedule for the reasons foreseen under Article 8 (Delivery Schedule) of the Conditions.

5. PAYMENT & INVOICING

The Price shall always be paid via bank credit transfer to the account designated by COMEM within the contractually established dates or, unless otherwise agreed, within 30 (thirty) days from the date the invoice is issued. The transfer of sums to COMEM is always at the risk of the Customer, whatever means of payment is chosen. Any agreement on or the receipt by COMEM of notes or documents of credit are understood as mere facilitation for the transaction, and grants COMEM the right to reimbursement of the applicable interest, costs and commissions, is subject to clearance thereof, and does not change the place of payment, which remains as indicated above. In the case of late payment, the Customer shall pay COMEM interest for late payment at the rate determined on the basis of Article 5 of Legislative Decree No. 231/2002, without prejudice to any further damages. When possible according to the Supply, COMEM may split the invoicing of deliveries. In this case, each delivery will

be billed separately, as per the contractually established payment terms. Any complaint by the Customer, including for delayed deliveries or incomplete Supply of non-essential parts, does not give the Customer the right to suspend or delay payment. Except as explicitly agreed otherwise by the Parties, invoicing for the delivery of Products or Systems shall be done in full at shipment. Upon specific request of the Customer, the material furnished for the execution of works may be invoiced simultaneously with the execution and invoicing of the same. In the case of labour services or on site activities paid as consumed, COMEM shall issue the relevant invoice simultaneous to the receipt of the COMEM personnel time cards duly countersigned by the Customer.

6. SUSPENSION OF DELIVERIES

If the Customer fails to make one or more payment at the due date, or if it fails to fulfil any of its contractual obligations, then COMEM has the right to suspend deliveries. After the completion of the Contract COMEM may also suspend deliveries in the case where the Customer's economic conditions change substantially, as in the case of one or more protests of bills, enforcement proceedings, establishment of pledges and/or mortgages, applications for temporary receiverships, composition with creditors, or termination of business.

7. LIMITATION OF LIABILITY

Without prejudice to the mandatory provisions of law, the liability of COMEM towards the Customer for direct damage under the Contract, any other kind of damage, and for any other existing form of damages and/or compensation envisaged by law and/or these Conditions and/or the Contract cannot in aggregate exceed 100% of the Price. Without prejudice to the mandatory provisions of law, COMEM shall not be required to compensate the Client for loss of profits and/or any indirect and/or intermediate damage. For example but not limited to the following, COMEM shall not be required to pay damages for loss of sales, loss of profit, loss of contract, and failure of the realised work to perform. In any event, COMEM shall not pay the Customer any damages that the Customer might be obligated to pay third parties for any reason. In the case of a dispute over interpretation, the provisions of this article shall prevail over any eventual contrary other provision contained in the Conditions and/or the Contract.

8. DELIVERY SCHEDULE

The delivery dates run from the date of the latest among the following events:

- from the date of the agreement between the Parties on all the delivery conditions;
- from the receipt by COMEM of the advance payment for the Order, where foreseen;
- from the receipt by COMEM of the technical data from the Customer or third parties designated thereby or from the approval of the COMEM's executive drawings and plans by the Customer, where foreseen;



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- from the receipt by COMEM of the materials which must eventually be provided by the Customer or by a third party designated thereby;
- when the Customer receives authorisation to import the material(s) or to make the payments, where applicable.

To calculate delivery dates, weeks of 5 (five) working days, excluding public holidays, are considered. The delivery dates indicated are considered automatically extended in the case of unforeseen events for a period of time equivalent to the duration of the event itself. COMEM will not therefore be liable, in any case and for any reason, for any direct or indirect damages caused by the delivery of materials later than the date indicated; the Customer, however, accepts delivery of the material ordered also after that date. The delivery date is further extended if the Customer does not perform its contractual obligations on time and, in particular:

- if payments are not effected timely;
- if the Customer does not provide the data necessary at the schedule time before or during processing;
- if the Customer requests changes during the processing of the Order;
- if the Customer delays delivery of material before or during the processing of the Order. If delivery is not made for any reason due to events independent from COMEM, the delivery is considered as made to all effects upon simple notice of completion of Supply. By delivery date the Parties mean the date of issue by COMEM of notice of goods ready or notice of shipment to the Customer, or consignment to the carrier or shipper indicated thereby in the Order, or in the notice of goods ready for testing.

9. DELIVERY – PACKAGING – SHIPMENT AND TRANSPORT

Except as otherwise agreed in writing, COMEM delivers its Products and/or Systems ex factory, by delivery of the same to the Customer or to a third party engaged thereby in time. Otherwise, the Customer authorises COMEM to select and appoint, on behalf of the Customer, a carrier or shipper, holding COMEM harmless from any liability for the selection. The Products and/or Systems are always transported at the expense of the Customer and are not insured against risks deriving from transport, unless upon written request from the Customer contained in the Order with which the Customer undertakes to pay the relative costs. If the Customer fails to pick up the Products and/or Systems, COMEM has the right to charge 1% (one percent) per month of the invoice value for storage costs (further to what is stated for late payment). Storage is provided at the Customer's risk. The Customer is obliged to check the Products and/or Systems and report any eventual shortages/deficits before accepting delivery by the carrier and, thus, before signing the transport document for receipt. Any eventual latent defects must be notified to the carrier by registered letter, copied to COMEM, within eight days of receipt of the Products and/or Systems. Otherwise the Customer loses its associated rights. The return of Products/Systems or packaging is not accepted without the prior written

consent of COMEM. In this case too, the Products/Systems are transported at the Customer's own risk and expense. The exclusion of packaging, in the case of goods for which it is normally used, or the use of special packaging, must be expressly requested by the Customer when placing the Order. COMEM uses standard packaging materials and procedures, remaining explicitly discharged of any and all liability related to eventual faults and/or damages deriving from the packaging which, due to force majeure, the materials may suffer or cause during transport. The material is always transported on behalf of the Customer and at the risk and liability thereof, also in the case of returns. The Customer must notify COMEM of the necessary instructions for shipment and any other related measures, where COMEM by contract is charged of this obligation; otherwise COMEM will handle the shipment at the Customer's expense, without taking any liability.

10. LIQUIDATED DAMAGES/DELAYS IN DELIVERY

Liquidated damages for delay are applicable only if expressly indicated in the Order Confirmation. Where COMEM, in the case of delay, is required to pay liquidated damages in accordance to Article 1382 of the Italian Civil Code, the same shall be the sole remedy available for the Customer, thus expressly excluding reimbursement of any further damages. Liquidated damages are not due when the delay in the performance is attributable to an unforeseen circumstance or to an event not related with the direct responsibility of COMEM. Liquidated damages shall be due only when the Customer has notified COMEM by registered letter about its intention to apply the same and shall be due and applicable only from the date of receipt by COMEM of such notification. In any case liquidated damages are not applicable where not demanded within 10 (ten) days from the delivery of the delayed Supply. The Customer expressly renounces to set off the amounts due as liquidated damages with other sums due to COMEM.

11. TRANSFER OF RISKS

The title of the Supply, and the related risks, shall pass to Customer from the day of delivery of Supply to the Customer directly or to the carrier, also where delivery is free of carriage or if assembly is included, or where transport is charged by COMEM. If shipment is delayed or becomes impossible due to reasons not attributable to COMEM, the Supply remains in storage at the expense, risk and liability of the Customer.

12. FORCE MAJEURE

COMEM shall not be considered liable for non-performance of any contractual obligation or for any delay in performance caused by: earthquake, fire, floods, pandemic, invasion, insurrection, revolt, orders from the civil or military authorities, mobilisation, blockade, war (even in nations indirectly involved in the Supply), strikes, trade union agitation, occupation of factories, lock-out, embargo, interruption of all types of goods transport, and any case beyond the control of COMEM, also where not specifically listed



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here. The delivery terms are suspended throughout the period of time during which one of the causes indicated herein above delays execution of the Contract.

13. TECHNICAL DOCUMENTATION

The Customer acknowledges to have been informed about the safety rules relevant to use of the Products. Except for particular different instructions to be agreed in writing, the machines, devices and materials are compliant with the CEI (Italian Electro-technical Committee) rules, with IEC and/or with the specific sector technical rules and/or current EU Directives. The weights, dimensions and illustrations of the Products, which are provided only for information, correspond essentially to the technical characteristics indicated in the COMEM documentation; in the case of a Supply whose Price is agreed with specific reference to the weight, usage tolerances apply. COMEM reserves the right to apply, at any time, such non-substantial modification to its Products or Systems as it shall consider appropriate, informing the Customer however if these can have an impact on the installation of the same. If the Customer proposes technical modifications to the COMEM scope of supply, as indicated in its Offer or in the designs submitted, in such that a way that the same have mandatory application, there must be full written agreement between the Parties both on the variations or modification that may cause in the Prices, and on the delivery date established previously. The presentation of proposed modifications does not suspend the validity of the Contract.

14. TESTS

The Customer has the right and the duty to notify, in due time, the intention of attending, at its own expense, routine tests of the materials at the COMEM's factories. In such event, COMEM will notify the Customer with sufficient warning, the date on which the tests will be executed: if the Customer is not present on such date, the tests will be executed in any case and the results notified thereto.

When the Customer requires and COMEM accepts further unplanned tests, these shall be at the Customer's expense.

No later than 30 (thirty) days from completion of the works by COMEM, the Customer, if so agreed, may request the inspection of materials at its premises or at the installation site, to verify their regular operation.

In this case, all the relevant costs, including travel, labour, transport of the inspectors, shall be borne by the Customer; these tests are executed at the Customer's risk and liability, which must also take responsibility for the complete safety of the work place, also as required by Article 26 below.

Once these tests are favourably completed, or the aforementioned period has expired without the Customer requesting the said tests, the Supply is considered accepted by the Customer.

Where, at these tests, the Supply is found not to comply with the Contract, COMEM shall be put in the

position to eliminate the deficiencies as soon as possible. The repair of such defects constitutes the only remedy which COMEM shall be required to implement, with express exclusion of the further damages or the termination of the Contract.

15. ASSEMBLY

Except as otherwise agreed, the installation of devices and assembly of components and, more in general, of the Supply are executed at the care and expense of the Customer. Upon request of the Customer, the installation may be ordered from COMEM at the Prices indicated at the date of request. The Customer must prepare the necessary works and connections in good time and provide all the hook-ups and preparation as necessary, including the safety of the premises where the installation is to be executed.

16. WARRANTY – CLAIMS

COMEM guarantees the Supply according to the law. Upon expiration, the warranty expires even if the devices have not been operated for any reason. In the case of faults, as long as this does not depend on assembly errors by the Customer or third parties, on incorrect use of the materials, lack of or incorrect maintenance, normal wear and tear, faults caused by inexperience or negligence by the purchaser or by transport, by the improper storage of the materials, or failure by the Customer to adopt measures to reduce eventual dysfunction, overload with respect to the contractual limits, by unauthorised intervention, by tampering or action effected by the Customer, to force majeure, COMEM will, throughout the warranty period, repair or replace any defective part of Supply free of charge, in the shortest possible time, at its premises. Where the repair cannot be executed at COMEM premises, except as otherwise agreed, all the supplementary or relevant expenses shall be borne by the Customer. Repair or replacement will be executed only if the Customer has performed all its obligations to that date. The Customer may not suspend performance of the obligations in any case in which this warranty is invoked. The term for the repair or replacement of the faulty Supply will be agreed by COMEM and the Customer. The shipment of any Supply claimed to be faulty by the Customer to COMEM and subsequently by COMEM to the Customer, shall be at the risk and under the responsibility of the Customer, who shall arrange adequate insurance coverage. The Supply repaired or replaced is shipped at the expense and risk of the Customer. Any dispute about a shipment has no effect on the remainder of the Supply. The Products replaced by COMEM become the property of COMEM. The warranty period is 12 months from delivery of the Supply, even when the Supply has not been placed in service. Any claim regarding the Supply, machinery, plant or components not compliant with the specifications or the contractual documentation must be raised in writing, within a maximum term of 8 days from delivery, when the time limit for action expires. In the case of Systems, this term is 60 days from execution of the disputed service when the time limit for action expires. In the case of latent defects, the terms indicated above run from the



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date of discovery. Once the warranty period has expired claims are not accepted, even for latent defects. Where the claim is timely and justified, COMEM's obligation is limited to replacement of the goods found not in compliance or repetition of execution of the non-compliant service, excluding all rights to the Customer to seek termination of the Contract and/or compensation of damages. With reference to the provision of spare parts, COMEM reserves the right to provide material either from the original supplier or from equivalent supplier.

17. EXPRESS CANCELLATION CLAUSE

In accordance with Article 1456 of the Italian Civil Code, COMEM may terminate the Contract upon the occurrence of any of the following events:

- non-payment by the Customer by the terms agreed in the Price and/or the relative variations of the same foreseen at Article 4 of these Conditions;
- non-compliance with Article 24 entitled "Business Ethics";
- non-compliance with Article 26 entitled "Activities at the Customer's premises – safety at work" and the provisions in matters of occupational health, safety and hygiene, and environmental protection, with specific but not limited reference to Legislative Decree no. 81/2008, as amended;
- failure to respect the limitations and obligations envisaged at Article 20 entitled "Export Control";
- non-compliance with the provisions of Article 19 "Intellectual Property Rights". COMEM shall notify the Customer of its intention to terminate the Contract with formal notification by registered mail. The termination of the contract will be effective from the date of receipt by the Customer of such a letter.

18. TERMINATION

Each Party, before the termination of the Contract, shall give a formal notification to the other Party to remedy the non-performance within a minimum period of 30 days, pursuant to Article 1454 of the Italian Civil Code. In any case, the Customer may not terminate the Contract if COMEM has started to remedy before the expiry of the term indicated above and, thus continued in good faith to execute the Contract with due diligence.

19. INTELLECTUAL PROPERTY RIGHTS

The Parties do not grant each other the right to exploit their brands, commercial names or other denominations (or those of their respective Company Groups) in any type of publication, including advertising, without the prior written consent of the other proprietor Party. Each Party grants the other only the licenses and rights expressly specified in the Order Confirmation. All data, information, documents, as well as the intellectual property rights whether registered or not (hereinafter collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of COMEM and are supplied to the Customer only for the performance of the Contract. The Customer shall not use the Documentation received for reasons other than those foreseen under the Contract; the Customer shall not

communicate to third parties, reproduce or license the Documentation received without the explicit prior written authorisation of COMEM. The Customer shall return the Documentation received to COMEM along with all copies (if any) upon simple request from COMEM whenever the said Documentation is no longer necessary for the performance of the Contract and/or for the use of the Supply, except as otherwise agreed by the Parties. If the Customer intends to use the Documentation provided and the relevant Supply to incorporate the same in other goods/documents, the Customer shall be responsible to ensure that in the use to be made thereof, the industrial property rights of third parties are not breached and exclusively assumes full liability for the consequences deriving from any possible violations, keeping COMEM fully indemnified from /for of all kind of liability. In any case, if the Contract is executed by COMEM on the basis of the Customer's specific technical documentation, COMEM assumes no liability for any eventual violation of the industrial property rights of third parties and the Customer shall keep COMEM fully indemnified from /for of all kind of liability.

20. EXPORT CONTROL

The Customer shall comply with all legislation applicable to the export of products and technologies. In no case shall the Customer sell or consign to COMEM goods in those nations where COMEM prohibits sales and/or delivery, as indicated in the Offer or in the Order Confirmation. COMEM reserves the right to withdraw from Offers and/or from existing Orders and/or terminate the relevant Contracts:

- if COMEM does not receive the end use declaration with the Order or before the same; or
- if COMEM does not receive a declaration of non-nuclear or military end use; or
- if the end use is uncertain. The supply of imported goods and/or goods for export, in the case of a non-Italian Customer, is possible only after obtaining the necessary authorisation from the competent government authorities.

21. GOVERNING LAW AND JURISDICTION

The Contract is governed by Italian law. Any dispute regarding the validity, interpretation, execution and/or termination of the Contract, the Conditions, the Order and/or the Order

Confirmation shall be referred to the exclusive jurisdiction of the Court of Milan, Italy.

In any case, the Vienna Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Contract.

22. WITHDRAWAL

COMEM has the right to withdraw from the Contract upon the occurrence of any of the following events:

- changes in the ownership or the company structure thereof;
 - within thirty (30) days after an event of force majeure in accordance to Article 12 "Force majeure".
- In the case of termination, the Customer shall return to COMEM the designs, drawings and technical documentation owned by the latter, with no right to



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indemnity or compensation of any kind. COMEM shall notify the Customer of its intention to withdraw from the Contract by sending a registered letter. Termination shall be effective from the date of receipt of such notice.

23. DATA PRIVACY

In accordance with Article 13 – Italian Legislative Decree no. 196 of 30th June 2003, (Personal Data Protection Code) – both Parties agree that all personal data provided by each Party shall be treated and processed exclusively for the purpose of performing the Contract in compliance with the above-mentioned law and for the fulfilment of relevant legislative obligations for either fiscal and book-keeping purposes.

All the above data will be processed using information technology registration and manual registration and in any case maintained in safe environment. The data and information processed will not be subjected to diffusion.

In compliance with the above-mentioned law, the Parties reciprocally recognise that the rights under Article 7 of Legislative Decree no. 196 of 30 June 2003 may be exercised at their registered offices by contacting the Data Privacy Competence Centre for the COMEM group at the following e-mail address: privacy@comem.com.

Under Article 7 of the aforementioned decree, it is possible, at any time, to obtain confirmation of the data with the processing logic and scope together with the relative updates, modification, integration, to oppose processing of the data with due cause and to obtain the deletion of data used in breach of applicable law.

24. BUSINESS ETHICS

COMEM has adopted a code of conduct, (the "ABB Code of Conduct"), which is available from the web site www.ABB.com. Therefore, in conducting business with COMEM, the contracting Party is required to familiarise itself with it and engage in conduct based on the highest ethical standards. Any breach of the provisions of this Article shall be considered a material breach for the purposes of Article 1455 of the Italian Civil Code.

25. EXECUTION OF ORDINARY AND SPECIAL MAINTENANCE

The activities of installation, commissioning rollout, maintenance and repair may be executed solely by COMEM personnel or by personnel adequately trained and authorised by COMEM in compliance with all safety

rules. Where COMEM is not engaged for the installation, commissioning roll out, maintenance and repair work, COMEM cannot, in any way guarantee that the Products/Systems supplied by COMEM are fit for use.

26. ACTIVITIES AT CUSTOMER'S PREMISES – SAFETY AT WORK

In the case of activities at Customer's premises, the Customer is required to provide to COMEM with all the following:

- the full safety of the plant at Customer's premises and/or of the Customer site at which COMEM activities are to be undertaken;
- free access, sufficient space as well as, in general, whatever may be necessary and possible, so that COMEM may perform its duties and, in particular, the supply of electrical power and the availability of lifting equipment for the use of the equipment necessary for the execution of the activities at Customer's premises. The Customer shall also give COMEM prior notice of all the risks present in the work area and implement and guarantee all related and necessary prevention and protection measures and the emergency plans, so that COMEM personnel is not exposed to the said risks and dangers and so that health and safety at work is adequately safeguarded. The Customer shall notify COMEM in writing, in the name of its Safety Manager responsible for the activities to be undertaken and responsible to meet the COMEM personnel before the beginning of the operations. In the interest of both Parties and in order to provide safe working conditions, before activity begins the Customer must provide COMEM personnel with all information regarding the Customer and the safety conditions in the areas and of the plant where they are to work. COMEM personnel may refuse to begin the activities until they are adequately informed on the safety conditions. In any case, it is the Customer's duty to prevent COMEM personnel from accessing the Customer's site and the relative plant until full completion of all the operations intended to assure the absolute safety of work on the plant or part of the plant involved in the operations. COMEM operations shall always be performed with the continuing assistance of the Customer's expert personnel and with the use of all protection devices, including special equipment suitable for safeguarding health and safety. In the case of accident or injury to COMEM personnel, the Customer shall grant COMEM free access to the accident site to ascertain the relevant cause(s).



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The Customer

[date , seal, and signature]

Pursuant to Article 1341 of the Italian Civil Code, the following clauses are specifically accepted and approved:

- 2. Structure of Contract
- 3. General Terms, clause 3.3
- 3. General Terms, clause 3.5
- 6 . Suspension of Deliveries
- 7 . Limitation of Liability
- 8 . Delivery Schedule
- 9 . Delivery - Packaging - Shipment and Transport
- 10 . Liquidated Damages/Delays in Delivery
- 14. Tests
- 16 . Warranty - Claims
- 19 . Intellectual Property Rights
- 20 . Export Control
- 21. Governing Law and Jurisdiction
- 22. Withdrawal
- 26 . Activities at Customer's Premises - Safety at work

The Customer

[date , seal, and signature]



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