

GENERAL SUPPLY CONDITIONS FOR SERVICES

1. DEFINITIONS

It is agreed that the following phrases and expressions mentioned in the contractual documents shall have the meanings indicated herein:

- **3SUN:** 3SUN S.r.l. an Italian limited liability company ("società a responsabilità limitata") having its registered office in Catania, at Contrada Blocco Torrazze, an issued share capital of Euro 252.576.999 (two hundred fifty two million five hundred seventy six thousand and nine hundred ninety nine), registered with the Companies' Registry of Catania, under No. 06683910969. 3SUN has the purpose to develop, finance, construct, own, maintain and operate facilities for the manufacturing and assembly of multi-junction thin film photovoltaic cells and modules (the "Products") and to sell them (the "Project");
- **CONTRACTOR:** (hereinafter also the "Supplier") the individual, corporate body, temporary business grouping or consortium which is awarded the contract and that, following the finalization of the relative agreement, undertakes to carry out the services object of same agreement in accordance with the terms and conditions provided for therein;
- **SERVICE AGREEMENT¹:** (hereinafter also referred to as "Agreement"): the written agreement entered into by and between 3SUN and the Contractor, drafted as commercial correspondence, composed, as a rule, of the following documents that constitute an integral part thereof:

Order Letter: document signed by the parties which regulates, amongst other things, the object of the Agreement, as well as the relative reciprocal rights and obligations of an economic-juridical-administrative nature;

Acceptance letter: document signed by the legal representative of the Contractor with which same accepts, fully and unconditionally, the Order Letter, as well as all documents that form an integral part of the Agreement;

Particular Supply Conditions: document containing the specific conditions of the Agreement;

General Supply Conditions (hereinafter also referred to as "GSC"): this document that contains the general conditions of the Agreement;

Technical Specifications of 3SUN or Technical Exhibit: the documents containing the technical requirements relative to the services object of the Agreement;

Pricelist and relative Measuring and Calculation Rules: document that contains, in relation to each single supply object of the Agreement, the relative compensation and measuring and calculation rules.

The documents indicated above may be modified exclusively by way of specific written agreement of the parties.

2. OBJECT OF THE AGREEMENT – HIERARCHY

The object of the Agreement is that indicated in the Order Letter, as well as that possibly indicated in the documents as per art. 1 which constitute an integral part of the Agreement.

In the case of non-conformity or discrepancies between the documents that constitute the Agreement, the content of each shall prevail over that of the ensuing document, in accordance with the order indicated herein below:

¹ Operationally, the Agreement may be differently entitled according to the type chosen ("Framework Agreement", "Open Contract", "Closed Contract").

- Order Letter;
- Acceptance letter;
- Pricelist and relative measuring and calculation rules;
- Particular Supply Conditions, if present;
- General Supply Conditions;
- Technical Specifications of 3SUN or Technical Exhibit;
- other documents cited in the Order Letter or attached to same.

3. CONTRACTOR'S OBLIGATIONS.

With the undersigning of the Acceptance letter, the Contractor undertakes, for the entire period of duration of the Agreement, to supply, with the utmost professional diligence and the best technology commercially available, the services that constitute the object, in accordance with the conditions, methods, terms and instructions contained in same Agreement, to the generally acceptable industry standards and availing itself of personnel qualified and suitable for the carrying out of the activity to which same are assigned.

The Contractor must carry out the services in full respect of the Agreement, of all of the applicable legal provisions, regulations, also technical rules and instructions of the competent authorities in force at the time of the actual carrying out of the work, taking on all of the connected responsibilities.

Moreover, same undertakes:

- to carry out, unless otherwise provided for in the contractual documents, the services without interfering or causing interruptions in the carrying out of the business activities of 3SUN and/or third parties (including possible other sub-contractors);
- to immediately notify 3SUN of any fact that may interfere and/or affect the carrying out of the services object of the Agreement;
- to adopt, in the carrying out of the services, all precautions and initiatives necessary in order to avoid any kind of damage, material or immaterial, direct or indirect, to persons or things, remaining liable for all actions necessary in order to remedy damages sustained as well as for compensation for damages suffered by its personnel or any employees however engaged in the execution of the Agreement (for example, subcontractors) at 3SUN and/or third parties;
- to in any case hold 3SUN harmless of any liability, also indirect, of any kind, as well as from any possible lawsuits filed by third parties, in any manner connected to the execution of the Agreement. To such end the Contractor must take out an insurance policy as per art. 21;
- to directly take care of obtaining the licences and authorization necessary for carrying out the services, with the exception of those that by law are expressly to the charge of 3SUN, for which, in any case, the Contractor must provide, if requested, the necessary assistance and/or documentation;
- to avail itself of duly hired personnel, provide all of its employees with the salary, fiscal, insurance, social security and welfare contribution treatment provided for by law and by the applicable collective bargaining agreement;
- to promptly notify 3SUN of any changes with respect to the information sent it regarding its corporate structure or its corporate bodies;
- to respect all of the legal provisions in force concerning employee safety, hygiene and health.

The above list of the obligations and responsibilities of the Contractor is only used by way of example and is not limited to such: in fact, should it become necessary to undertake further obligations not indicated in the Agreement, but necessary in order to carry out the services or, in any case, advisable for the correct and complete fulfilment of the obligations assumed, these shall be the full responsibility of the Contractor, even when related to possible sub-supply and supplies of third parties.

4. TRACEABILITY OF THE FINANCIAL FLOWS

In order to ensure the traceability of the financial flows and to prevent criminal infiltration, the contractors, sub-suppliers and subcontractors of the collection of companies as well as the grantees of public financing, also European, in any way concerning the employees, the services and the public supplies must use one or more bank accounts, opened with banks, also non-exclusively dedicated to this Agreement.

Moreover, all financial movements related to the work and the services relative to this Agreement, as well as related to the management of the afore-stated financing must be registered on the dedicated accounts and must be effected exclusively by way of bank transfer or postal transfer.

The Contractor is obligated to communicate to 3SUN the identifying details of the dedicated account as per the above, within seven days from its opening, as well as, within the same term, the particulars and the fiscal code of the person delegated to carry out operations on same. The Contractor, the sub-supplier or the that learns of the non-fulfilment of its counterparty of the obligations of financial traceability must immediately terminate the contractual relationship, duly informing.

The Contractor also undertakes to insert in the agreements with its sub-suppliers or subcontractors like clauses with which each of them assumes all of the obligations related to traceability of financial flows. The Contractor additionally undertakes to immediately and legally terminate, pursuant to and as a consequence of art. 1456 of the civil code, the agreement with its sub-suppliers or subcontractors should these violate the aforementioned obligations regarding traceability of financial flows.

In the event in which the transactions relative to the Agreement are carried out without using banks the Agreement is intended as immediately terminated, by rights, pursuant to and as a consequence of art.1456, civil code.

5. PERSONNEL ASSIGNED TO THE SERVICES

The Contractor is the sole party responsible for the personnel which are employed by it and in any way employed in the execution of the Agreement.

The Contractor undertakes to:

- carry out the services using suitable and qualified personnel, suited quality wise and number wise to the needs connected to the obligations deriving from the Agreement and with proven expertise;
- to have its personnel respect the procedures implemented at 3SUN for controlling access;
- to communicate to 3SUN, prior to the starting of the services, the names, the details of social security and welfare positions, and to supply copies of the wage

packets (extracted from the Payroll Ledger), of the personnel employed in the execution of the Agreement;

- to cause the afore-cited personnel, during the execution of the services, to behave with the maximum correctness and irreproachability and to remove – subject to substitution – personnel that is found to be in non-compliance of such obligations, also upon the instructions of 3SUN, from the workplace;
- to supply all personnel employed in the execution of the Agreement with uniforms suited to the activities to be carried out and to provide same, where expected, with an ID badge containing the information provided for by the laws in force and which clearly indicates the name of the Contractor;
- to notify 3SUN of possible changes related to the personnel employed in the execution of the Agreement. 3SUN reserves the right to carry out verifications at any moment in order to confirm the fulfilment of such obligation.
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In case of non-fulfilment, in any way ascertained, of the afore-cite obligation, 3SUN shall have the right to terminate the Agreement pursuant to and as a consequence of art. 1456 of the civil code.

6. PROHIBITION TO SUSPEND OR SLOW SERVICES

The Contractor cannot – for any reason, including the existence of possible controversies under way – suspend or slow its execution of the services object of the Agreement.

In case of violation of such obligation 3SUN reserves the right to terminate the Agreement pursuant to and as a consequence of art. 1456 of the civil code, without prejudice of its full right to compensation for possible damages sustained.

7. PROOF OF FULFILMENT.

The Contractor, upon the written request of 3SUN, must demonstrate to have correctly carried out all of the services object of the Agreement; it remains understood that the absence of such request from 3SUN in no way exonerates, or limits the possible liability of, the Contractor for the non-fulfilment, in any way ascertained, of the obligations undertaken.

3SUN in any case reserves the right to not initiate payment should the Contractor not demonstrate its correct fulfilment of the obligations object of the Agreement and/or to be in compliance with legal obligations and/or to be in compliance as concerns the Entities concerned, the manpower used and third parties in general.

8. CONTRACTUAL TERMS

Save for if otherwise provided for in the contractual documents, the chronological programme establishes the terms for executing the services, as a rule, contained, merely by way of example but not limited to:

- in the Chronological Programme Start (CPS): term of the start of the chronological programme relative to the progress made of the activities provided for in the Agreement;
- in the Completion Term (CT): term within which the services and the possible operation testing to be carried out by the Contractor must be completed by same.

The chronological programme obligates, in any case, the Contractor to respect all of the deadline terms indicated therein. It remains understood that, in obligating itself in relation to the terms indicated in the chronological programme, the Contractor duly took into account all of the risks connected to the execution of the services object of the Agreement.

Should, as a consequence of changes to the Agreement, changes occur to the size of some parts, the relative contractual terms shall be, if necessary, duly changed with the agreement of the Parties.

9. CHANGES OF CONTRACTUAL TERMS

The services must be supplied in accordance with the methods and terms established in the Agreement.

Interruption of the services object of the Agreement or a delay in the carrying out of the supply shall give the Contractor the right to request an extension of the contractual terms, which cannot, in any case, exceed the duration of the interruption or delay, provided that the interruption or delay is not due to one or more of the causes hereinbelow listed:

- (a) causes of force majeure, including those owing to adverse meteorological conditions that cause inaccessibility of the premises where the services must be carried out; delays due to subcontractors or third parties employed by the Contractor are in any case excluded;
- (b) delays in installation and putting into service of parts that do not constitute object of the Agreement, to be performed by 3SUN or third parties and that cause a delay in the chronological programmes;
- (c) non-delivery by 3SUN, on the pre-established date, of the materials owned by it to be installed by the Contractor;
- (d) increase in the extent of the services.

The Contractor, in such case, is obligated to promptly present – in any case within fifteen (15) days from the occurrence of the cause and before the expiry indicated in the chronological programme - 3SUN, on penalty of forfeiture, with a written request for extension, duly justified and documented.

Such request received, 3SUN, at its unquestionable discretion and also taking into account the possible behaviour of the Contractor that may have contributed to the occurrence of the cause, shall communicate in writing the extent of the extension.

The change of the terms, as a rule gives no right to greater compensation.

Save for with prior written consent of 3SUN, advance deliveries of the services object of the Agreement, compared to the contractual terms, shall not be permitted, nor shall partial.

3SUN reserves the right to request, upon written notice to the Contractor to be sent well in advance, that the completion terms for the services – or of single parts - object of the Agreement be brought forward. In such case, also in consideration of the duration of the change, the Parties shall agree on possible additional compensation.

3SUN in any case reserves the right to temporarily suspend, at any time, - at its unquestionable discretion – the execution of one or more parts or even of all of the

services object of the Agreement, sending the Contractor written communication by way of registered letter with return receipt. The change shall have effect starting from the date indicated in the communication.

The Contractor must, from such date, cease the relative work activities, leaving unchanged the machinery, equipment and work mediums possibly used in the carrying out of the services and provide for their storage and conservation.

3SUN, without prejudice of the right to withdraw, with reasonable notice sent via registered letter with return receipt, shall notify the Contractor of the day in which it must recommence work, on penalty of termination of the Agreement, pursuant to and as an effect of art. 1456 of the civil code.

In such case the Contractor is owed the compensation established in the Agreement, as well as the change – in any case proportionate to the duration of the suspension – of the contractual terms originally established for the execution of the parts concerned.

The daily lump-sum compensation, established in the Agreement, is relative to the contemporaneous presence and the availability of all of the machines, equipment and work mediums – provided for by the Contractor during the bidding - at the premises where the services must be carried out.

Should, at the time of suspension of the services, the installation of machinery, equipment and work medium not be complete, the compensation as per the above shall be reduced proportionately to the part employed.

The Contractor has the right to withdraw from the Agreement in the case in which the suspension of the activities is absolute and all together exceeds one hundred eighty days during the entire course of the Agreement.

10. CONTRACTUAL PRICES

Unless otherwise provided for in the Order Letter, the contractual prices in derogation of art. 1664 of the Civil Code, are fixed and invariable for the entire duration of the Agreement.

With the acceptance of the Agreement the Contractor acknowledges:

- to have been fully informed regarding the type of services, the nature of the premises, the local conditions and all other necessary elements relative to the Agreement and to have duly taken same into account in relation to all of the circumstances and risks that may influence the execution of the services and the determination of the prices offered;
- the remuneration of the contractual prices as suitable to cover in their entirety the gains of the Contractor and all of the expenses, charges and risks pertaining to the highest standard of execution of the activities object of the Agreement;
- to have evaluated and consider itself compensated for any obligation relative to the payment of salaries, bonuses, indemnities, reimbursements and supplies not foreseen or in any case exceeding that established in the collective bargaining agreements, having fully evaluated the effective cost of the manpower also on the basis of the environmental conditions, as well as any charge related to overtime, Sundays, public holidays and night shift work that may be necessary for the completion of the services within the contractual terms;

- that, for the above, no reservation may be put forth in relation to the claimed non-remuneration of the single prices, whatever may be the cause that determined same.

11. PRICE REVISIONS

Without prejudice of that provided for by art.9, the contractual prices may be subject to revision only if provided for in the Order Letter and should the duration of the Agreement be greater than one year from the initial date indicated in the chronological programme, including all suspensions ordered by 3SUN and excluding any cause for delay imputable to the Contractor.

The price revision is to be requested by the interested party and calculated in accordance with the methods indicated in the Order Letter; if calculated by the Contractor, 3SUN reserves the right to carry out verifications.

The amounts paid to the Contractor, quoted in the accounting documents referring to the supplies carried out after the expiry of the first year from the initial date indicated in the chronological programme, may be subject to revision.

The agreement relative to the price revision constitutes for both parties full acknowledgement of all of the respective rights and obligations also in relation to the variations – in increase or decrease – of the costs.

The amount of the price revision contributes neither to the formation or the reaching of the amount of the Agreement.

12. ECONOMIC EVALUATION OF THE VARIATIONS

3SUN, in the course of execution of the services, has the right to request changes in same services with respect to those indicated in the Agreement. The new services must be carried out up to standard in accordance with the terms and conditions indicated in the Agreement, and in any case in respect of the laws, including those governing employee safety and health in the workplace; they shall be compensated taking into account the prices indicated in the Agreement.

In the absence of specific contractual prices relative to the services object of the variations, these shall be determined by analogy with the contractual prices established for similar services or, should such not be possible, analytically on the basis of the elementary cost of labour, rentals, materials, etc.

In such case, the bid of the Contractor must be accompanied by technical and economical documents such as to allow 3SUN to evaluate the changes in the substance of the services and of the relative costs arising as a consequence of the introduction of same variation. Such documents – also in relation to level of detail – must be similar to those drafted by the Contractor during the bidding for the awarding of the services object of the Agreement.

13. INVOICING

The contractual amounts must be invoices in accordance with that established in the Agreement. The relative invoices must be issued to the indicated 3SUN unit entrusted, respectively, with the administrative and technical management of the Agreement.

Save for the case in which the Temporary Business Grouping or the ordinary consortium has an independent VAT number, each of the companies of the Grouping or consortium is obligated to invoice the amounts of its supply of services in respect of the obligations of financial traceability as per paragraph 4 of this Agreement.

The invoices issued by the single companies must be received by 3SUN duly accompanied by the authorization of the mandatory company.

14. PAYMENTS

Following finalization of the Agreement, the payments of the invoices shall be effected by means of bank transfer to the dedicated bank or postal account of the Contractor with fixed value for the beneficiary, on the last working day of the month in which falls the term of 90 (ninety) days from the date of receipt of same invoice.

Should the date of payment, as defined above, fall on a Monday or Tuesday, the payment shall be deferred to Wednesday, if a working day; otherwise, the payment date shall remain unchanged.

In the case of delay in the payments past the contractual term, where such delay is attributable to 3SUN, interest on arrears shall be owed, when exceeding € 5.00 (five), at the amount of the legal rate of interest, fixed pursuant to article 1284 of the civil code, for the first sixty days of delay and, from the sixty-first day forward, pursuant to the arithmetic mean of the one month Euribor quotations calculated on the solar month preceding that in which falls the sixty-first day from the expiry of the invoice, increased by two percentage points.

It remains in any case understood that, in case of subcontract or piecework, where 3SUN did not declare that it would directly pay the subcontractor or pieceworker the amount owed for the services supplied by same, 3SUN shall suspend payment in favour of the Contractor, should the Contractor not transmit, within the legal terms, copy of the invoices settled in relation to the payments made by the Contractor to the subcontractor or pieceworker with indication of the guarantee withholdings effected.

15. ANTIMAFIA LEGISLATION AND SUBCONTRACTING

The Agreement must be executed in respect of all obligations provided for by law in relation to prevention of mafia type crimes.

Subcontracting is permitted within the limits of that provided for by the relative legislation in force and by same Agreement.

The possible entrusting to third parties the execution of part of the services object of the Agreement does not exclude nor limit the contractual obligations and responsibilities assumed by the Contractor, which shall remain the sole party responsible towards 3SUN for the execution of same services, as well as for possible compensation to third parties suffering damages during their execution.

Non-fulfilment of the afore-cited obligations – also attributable to the subcontractor – shall constitute grounds for termination of the Agreement, pursuant to and as a consequence of art.1456 of the Civil Code.

16. SECURITY

Unless otherwise provided for in the Agreement, the Contractor – in guarantee of the exact fulfilment of all of the contractual obligations, - must put down final security in favour of 3SUN in an amount equal to that expressly indicated in the Agreement.

The guarantee must be established by way of bank or insurance guarantee issued by an authorized credit or insurance Institution, exclusively using the facsimiles attached to the Agreement.

Should the guarantee as per the above be issued by a foreign credit institution, 3SUN reserves the right to request that same (unless dealing with an institution of an EC country) be confirmed by a leading Italian credit institution.

Should the guarantee be issued by a foreign insurance company, 3SUN reserves the right to request that same be accompanied by similar “second risk” insurance issued by a national insurance company.

Should the amount of the guarantee issued in favour of 3SUN be reduced as a consequence of the application of penalties or for any other reason, the Contractor must provide for its reintegration within 10 days from receipt of the relative request from 3SUN, on penalty of the right of 3SUN to terminate the Agreement, pursuant to and as a consequence of art.1456 of the civil code.

17. ASSIGNABILITY OF THE CREDITS OF THE AGREEMENT

Unless expressly authorized by 3SUN, the assignability, on the part of the Contractor, of the credits deriving from the Agreement, remains excluded pursuant to art. 1260, second paragraph of the civil code.

Also excluded is the possibility for the Contractor to grant third parties mandate for the cashing, to resort to any form of payment delegation or in any case the disposal, of its credit.

3SUN in any case permits – with the undersigning of the Agreement – the transfer, by the Contractor, of the credits deriving from same Agreement, in favour of 3SUN Factor.

The Contractor is forbidden to transfer, even partially, the Agreement.

18. INFORMATION PROVIDED BY 3SUN

3SUN undertakes to provide, upon the request of the Contractor, the information necessary for the execution of the activities object of the Agreement. Should it be necessary to add to such information the Contractor, for the purpose of the accurate fulfilment of the services object of the Agreement, undertakes to request the missing data in time.

19. CONFLICT OF INTEREST

In execution of the Agreement, the Contractor undertakes to exclusively take care of the interests of 3SUN, guaranteeing that no situations exist that may give rise to any conflict of interest in relation to the activities to be carried out.

For the entire duration of the Agreement, the Contractor undertakes to adopt all behaviour suitable to avoid the development of conflicts of interest. Should any situation able to generate any conflict of interest be ascertained – without prejudice of 3SUN's right to terminate the Agreement pursuant to and as a consequence of art. 1456 of the civil code - the Contractor shall undertake to promptly notify 3SUN in writing and follow the instructions of this last, subject to consultation and evaluation of the needs justifiably presented by the Contractor.

20. VERIFICATIONS AND JOINT ASSESSMENTS

3SUN has the right to control and verify the correct fulfilment, on the part of the Contractor, of all of the obligations assumed with the signing of the Agreement and of all possible additional instructions imparted by 3SUN during the execution of same.

It remains understood that should errors or inaccuracies in relation to the activities each time requested by 3SUN emerge, the Contractor must do all necessary in order to remedy same, for the purpose of the precise carrying out of the services object of the Agreement, in respect of the chronological programme established. Should the Contractor fail to remedy such situation 3SUN shall have the right to apply the penalties provided for by art. 27.

Save for different provisions of the contractual documents, the personnel of 3SUN and/or third parties, if out of necessity authorized by same, may access the premises where the services are carried out.

Non-formulation of observations or objections by 3SUN, in relation to the methods and terms of execution of the services on the occasion of the control and verification, does not exclude nor limit the responsibility of the Contractor in relation to the obligations assumed with the signing of the Agreement or possible non-fulfilments also later ascertained in any manner.

Should, following the controls, the Contractor not present possible written objections in relation to the determinations made by 3SUN, within ten days from their receipt, same determinations shall be intended as fully accepted by the Contractor and same shall forfeit the right to present its reservations.

3SUN must communicate its decision on the possible objections presented by the Contractor within thirty days from their receipt.

The Contractor undertakes to effect, upon the request of 3SUN, all joint assessments regarding the situations or facts verified during the execution of the Agreement, undersigning the relative observation record. Without prejudice of that provided for by art. 37, the Contractor cannot make any claim in relation to facts or situations for which, due to any reason, no joint assessment was carried out.

The Contractor is obligated to promptly point out any possible irregularity in the execution of activities that are not its responsibility, but which may in any case affect its activity.

21. INSURANCE

The Contractor shall assume all responsibility for possible injury or damage to persons or things sustained in the execution of the services, also through its subcontractors or third parties employed by it.

The Contractor must take out an adequate insurance policy, with a leading insurance company, for the entire duration of the Agreement, in coverage of all of the risks connected to the carrying out of the services, for damage caused to things, to 3SUN, to its employees and collaborators, as well as to third parties during the course of execution of the services object of the Agreement.

The limits of liability of the insurance policy shall be relative to harmful events and/or accidents that are claimed during the execution of the Agreement and in the following period of guarantee relative to the services supplied.

The insurance policy must provide for the waiver of the insurer:

- of the right to recourse against 3SUN;
- of any exception to 3SUN, with particular reference to hedge the risk in the event of failure or partial payment of insurance premiums.

It remains understood that the existence, the validity and the effectiveness of the insurance policy as per this article is an essential condition of the Agreement and, therefore, should the Contractor at any time be unable to produce proof of the insurance coverage, , 3SUN may terminate the Agreement pursuant to article 1456 of the civil code, with consequent withholding of the deposit, by way of penalty, and without prejudice of 3SUN's right to compensation for damages incurred.

22. VENDOR RATING

3SUN has instituted a Vendor Rating system for the purpose of monitoring and evaluating performance related to the supplies and/or services received from each Contractor, as well as their quality level.

The evaluation relevant to the contractor-type combination of services supplied, is based on a vendor rating indicator that expresses the level of quality offered and takes into account the quality of the supplies and/or services rendered over a pre-established period of time.

3SUN, in fact, proceeds with the objective and systematic observation of the information relevant to the conduct of the Contractor during the procurement phase as well as during the execution of the contractual supplies and/or services, and in particular evaluates:

- technology;
- quality;
- responsiveness;
- delivery;
- cost.

The Vendor Rating Index (so-called VRI), obtained as a result of the above observations, is used by 3SUN in its qualification system, in order to formulate a comprehensive evaluation of each Contractor, with reference to the various types of supplies and/or services rendered.

23. WASTE PROCESSING

Should the supply of services object of the Agreement generate waste of any kind, the following must be intended as applicable.

Waste deriving from the activity commissioned to the Contractor must be managed in respect of the laws in force and, if provided for in the object of the Agreement, entrusted by the Contractor – under the responsibility and at the expense of same – to subjects in possession of the obligatory permits/registrations necessary in order to carry out recycling activities or, when such is not possible, disposal activities. In particular, the Contractor shall bear the responsibility and expenses for the correct management of possible temporary deposits, the filling in and keeping of the documents, as per the laws and regulations in force governing the processing of waste.

Waste deriving from the activities of the Contractor (such as, for example, disposable gloves, rags, etc.) must be managed by the Contractor and, therefore, collected, transported and sent for recycling/disposal, under the responsibility and at the expense of same, in respect of the aforementioned laws. It is absolutely forbidden for the Contractor to establish temporary waste deposits at the premises where the activities of the Agreement are carried out.

The Contractor, together with the Acceptance letter signed by same, must send 3SUN (i) copy of the permits/registrations (its own and those of possible subcontractors the waste transport/recycling/disposal activities) as established in the call for tenders for the purpose of executing all of the activities object of the Agreement and (ii), before carrying out any activity object of same Agreement requested by 3SUN, a declaration in confirmation of the validity and effectiveness of the afore-cited permits/registrations, in which must be specified, amongst other things, that revocation or suspension orders were not handed down by the competent authorities and are not underway.

24. MATERIALS AND EQUIPMENT

The Contractor may be entrusted with the execution of services that require the use of materials, surveying and/or measuring instruments and equipment for one or more of the following purposes:

- installation, disassembly, total or partial fitting and/or any moving, transport, positioning and removing operation;
- repair, maintenance, cleaning, start-up, total or partial disconnection and/or any operation of an ordinary and/or extraordinary nature pertaining to functioning;
- total or partial use of an sporadic, cyclic or continuative nature.

The materials and equipment may be supplied, in whole or in part, by 3SUN and/or by the Contractor, depending on that provided for by the Agreement.

The materials, the surveying and/or measuring instruments and equipment owned by 3SUN and loaned in any way and for any purpose to the Contractor, shall be delivered

in the times and manners established by 3SUN in the Order Letter or in specific written communications.

The Contractor must verify, in the manners and terms provided for by the contractual documents, that the quantities, substance and the evident condition of the materials and equipment corresponds to that described in the afore-cited documents.

The Contractor must provide for, under its responsibility and at its expense, the unloading operations for all of the materials delivered to it, also by way of third parties, from 3SUN.

Should 3SUN loan/give its materials and equipment, necessary for the execution of the services, to the Contractor, 3SUN may establish the relative terms and conditions (for ex.: free use). In the event in which the loan is not free, 3SUN shall specify the fees and the payment methods.

The materials, the surveying and/or measuring instruments and equipment supplied and/or in any case used by the Contractor must be absent of any defects, must correspond to the all of the contractually established requisites.

The materials and the equipment supplied directly by the Contractor must be suited to the execution of the services object of the Agreement and the Contractor must demonstrate, upon 3SUN's request, their origin.

3SUN reserves the right to carry out verifications and refuse, by way of written communication bearing proof of receipt, those materials and equipment used by the Contractor that, in its indisputable opinion, result as unsuitable for the purpose of executing the services object of the Agreement.

The Contractor must provide, under its responsibility and at its expense, for the substitution within the term established by 3SUN in the afore-cited communication. In no event shall 3SUN's refusal of materials or equipment give the Contractor the right to a suspension or change of the completion terms for the execution of the services.

The Contractor, for all of the materials and equipment

- supplied by it;
- supplied by 3SUN starting from the date in which they were received;
- pre-existent and uninstalled, destined to returned to 3SUN or reused during the execution of the services

must, under its responsibility and at its expense, up until their running – or up until their return to 3SUN with the methods, times and at the sites indicated by same –:

- perform all loading and unloading, transport, movement and positioning operations in the works and subsequently on site;
- deposit and store in suitable and well maintained locations in such as way as to ensure proper identification and conservation of the content.

Materials and equipment owned by 3SUN, in any way entrusted to the Contractor, must be returned to 3SUN within the terms established in the contractual documents.

Possible expenses for the repair of materials or equipment damaged during the operations carried out by the Contractor shall be borne by same. Equipment or material that possibly

results as missing or non-repairable shall be debited to the Contractor at market price, increased by 25%.

25. EXECUTION OF THE SERVICES .

The Contractor must execute the services flawlessly with no defects whatsoever and in full respect of that provided for by the Agreement. The equipment and work mediums necessary shall be the responsibility and to the expense of the Contractor.

In case of inexact fulfilment, the Contractor must provide, under its responsibility and at its expense, for all that necessary in order that the services are carried out in accordance with that established in the Agreement and must observe the relative instructions given by 3SUN.

If provided for in the contractual documents, the Contractor shall draw up and deliver a report to 3SUN – drafted in the manner and as frequently as instructed by 3SUN – containing the information requested by this last in relation to the activities carried out. 3SUN reserves the right to verify the content, at any time, for the purpose of ascertaining that the services are being executed in conformity with the obligations assumed with the signing of the Agreement.

The execution of the services may take place in the proximity of – and/or involve interference with – systems (electrical, telephone, gas, potable water, sewage, etc.) owned by 3SUN or by third parties.

In such cases, the Contractor, prior to executing the services, must use all due diligence in order to integrate and verify the information, plans, basic cartographic received from 3SUN, locating and noting that necessary or useful in relation to the presence and the routes of the systems and infrastructures and must, moreover, identify those wholly or partially underground.

The Contractor must adhere to the instructions each time given as well as the procedures used by 3SUN or by third party owners, in conformity with the laws in force and the directives issued by the relative entities. The Contractor must adopt all of the safety stratagem and systems necessary and must respect the intervention times and the programmes established by 3SUN or by third party owners in relation to the respective business needs.

The Contractor must operate near systems and infrastructures depending on the business needs of 3SUN or of third party owners, even if due to such needs the programme for the execution of the services might possibly undergo changes or incur delays.

All charges connected to or in any case deriving from the instructions given the Contractor by 3SUN or by third party owners for the execution of the services near systems or infrastructures are to be borne by the Contractor.

If the systems of 3SUN or of third parties must be temporarily put out of service and secured, the Contractor, under its responsibility and at its expense, must

- ascertain the methods used at the owners' premises for requesting temporary interruption and keep to such methods;

- carry out the provisional activities aimed at guaranteeing the continuity of business if instructed by the owners;
- intervene only after having received the appropriate communication of the effective putting out of service and securing of the systems according to the methods established by 3SUN or third parties;
- notify the owners and 3SUN upon completion of the services according to the instructions received;
- return the systems, observing the methods ordered by the owners;
- return the systems in the shortest technical time possible should same need to be urgently put back in service.

The Contractor shall be responsible for possible delays in returning the systems and putting them back into service in respect of the pre-established times and the programmes, being responsible for damages possibly sustained by the owners and 3SUN.

The Contractor must employ suitable and qualified personnel and adopt all precautions in order to safely carry out the services near the running systems and/or parts thereof belonging to 3SUN or third parties. Same must also observe, in addition to that provided for by law on the distances to respect in relation to running systems (and in particular, power lines, electrical systems, telephone systems and gas installations) possible further regulations of 3SUN or of third parties issued for safety purposes (including respect of times, realization of provisional works and all else necessary in order to guarantee keeping the systems running and guarantee the safety of the site in which the services are effected).

26. SAFETY – REPRESENTATION

The Contractor is obligated to carry out the services object of the Agreement in full and complete observance if all applicable rules and regulations (amongst which is Legislative Decree n. 81 of 9.04.2008 and its subsequent amendments and integrations) governing health and safety of employees in the workplace.

The Contractor, before starting the activities, shall designate a representative and a substitute who, during the absence of the first, is authorized to act in his stead.

The representative of the Contractor and his substitute, who are responsible, in accordance with the laws in force, for the technical and administrative management of the services object of the Agreement, must possess adequate technical expertise and be fully aware of all of the contractual clauses.

The Contractor must immediately substitute, in respect of the laws in force and at no charge to 3SUN, the representative or the substitute no longer in possession if the necessary legal requisites. The representative of the Contractor and his substitute must be available at all times for the entire duration of the services object of the Agreement in such a manner that no activity results as compromised or is delayed.

27. PENALTIES.

Without prejudice of the right to compensation for greater damages, in the case of non-compliance with the specific obligations indicated in the contractual documents, 3SUN shall apply the penalties established in the Agreement.

Should the sum of the penalties exceed the maximum limit contractually established, 3SUN reserves the right, at any time, to terminate the Agreement pursuant to art. 1456 of the civil code.

The application of the penalty may take place by levying execution, full or partial, on the deposit issued as guarantee by the Contractor.

28. SANCTIONS FOR VIOLATION OF THE LAWS GOVERNING HEALTH AND SAFETY IN THE WORKPLACE

Without prejudice of the right to terminate the Agreement, 3SUN, against each non-fulfilment in relation to health and safety in the workplace, and the right to request greater damages remaining, also has the right – at its unquestionable discretion – to apply a penalty of € 300,00 (three hundred), sending notice to the Contractor via registered letter with return receipt.

Jointly with or in alternative to the application of the penalty as per the above, 3SUN, at its unquestionable discretion, may:

- suspend, for a number of days related to the seriousness of the non-fulfilment – and in any case until verification of the possible adjustments or corrective measures carried out in order to remedy the non-fulfilment – the execution of any work object of the Agreement without any deriving right of the Contractor to any extension of the term for completion of the services nor compensation or indemnity of any kind, or;
- request that the Contractor have its employees – to who the aforementioned non-fulfilment is ascribable – attend up to 16 hours of additional specific training courses in relation to health and safety in the workplace.

Should the amount of the penalties applied reach 5% of the amount of the contract, 3SUN shall also have the right to terminate the Agreement pursuant to art. 1456 of the civil code.

The application of the penalties as per this article shall have a negative effect on the Vendor Rating index.

29. TERMINATION AND RECOVERY OF DAMAGES

In addition to the cases expressly provided for by this document and/or by the other documents that constitute the Agreement, 3SUN in any case reserves the right to terminate same Agreement, pursuant to and as a consequence of art. 1456 of the civil code, in the following cases in which the Contractor:

1. does not permit the identification of the workers and work mediums or does not permit access to its offices or sites, or to the work areas, by personnel of 3SUN and/or third parties entrusted by 3SUN for the carrying out the inspections provided for by the Agreement and/or by law and/or refuses to allow 3SUN – or even only in any way hinders 3SUN - to carry out same inspections;

2. arbitrarily suspends the services object of the Agreement;
3. refuses to start executing the services object of the Agreement;
4. refuses to resume performing the services which 3SUN – for any reason whatsoever – ordered the suspension of, should 3SUN itself have ordered their resumption;
5. does not substitute the materials of any kind and nature that 3SUN has judged unsuitable;
6. refuses to carry out, or does not carry out to the best working standards possible, the variations to the Agreement ordered by 3SUN; Variations needs to be mutually agreed in writing.
7. has produced declarations, also during the bidding and/or qualification stages, which are partially or fully false;
8. has even only one insolvency procedure pending against it;
9. uses materials and equipment owned by 3SUN in an incorrect manner or for purposes other than those contractually established;
10. carries out repeated actions which are damaging to the image of 3SUN;
11. commits irregularities in the management of waste;
12. the services do not result as having been carried out with the working standards.

In the above cases, 3SUN shall have the right to levy execution on the deposit as per art. 15, as well as to proceed with recover of damages from the Contractor. Without prejudice of the right to compensation for greater damages.

In all cases of non-fulfilment, 3SUN - at its unquestionable discretion – may assign the Contractor, via registered letter with return receipt, a term to remedy such non-fulfilment of no less that fifteen days. Such term may be reduced in consideration of the specific object of the Agreement.

Such term having fruitlessly passed, 3SUN, without prejudice of its right to terminate the Agreement (art. 1454 of the civil code), may proceed directly with the execution of the activity using, for such purpose, its own organization or that of third parties.

In such case, only the payment for the activities duly carried out shall be owed to the Contractor, as results from a verifying report on the progress of the activities, to be jointly drafted, subject to compensation with the amounts owed by the Contractor by way of penalties and/or greater damages/charges in any way connected to the early termination, such as, for example, those deriving from the drawing up of a new agreement with third parties or the direct execution of the services

The entrusting to third parties due to breach shall be notified to the defaulting Contractor by means of registered letter, with indication of the new terms of execution of the services and the relative amounts.

The recovery of damages shall not exempt the Contractor from further liability in any way connected to the early termination of the Agreement.

Save for cases of fraud and gross negligence and if not otherwise established in the Agreement, the maximum liability of the Contractor for non-fulfilment of the contractual obligations and the consequent obligation of compensation in favour of 3SUN cannot exceed the total amount of the contract.

30. TERMINATION OF THE AGREEMENT FOR VIOLATION OF THE LAWS IN FORCE GOVERNING HEALTH AND SAFETY IN THE WORKPLACE

3SUN – at its unquestionable discretion – has the right to terminate the Agreement pursuant to and as a consequence of art. 1456 of the civil code, in the case of violation, by the Contractor and/or the subcontractor and/or any third party that the Contractor has entrusted to execute the services object of the Agreement, of any of the legal provisions in force (amongst which is Legislative Decree n. 81 of April 9, 2008 and its subsequent amendments and integrations) governing health and safety in the workplace, including:

- 1) non-preparation, updating and deliver to the Coordinator for the execution of the work, or the non-application, of the Safety Operating Plan (SOP) and/or failure to fill out in its entirety the part of the coordination report attached to the DUVRI which it is responsible for or failure to sign same";
- 2) the use, in executing the Agreement, in any way ascertained by the principal, of personnel unsuitable and/or unauthorized in accordance with that provided for by law and/or the Agreement;
- 3) the violation, in any way ascertained by 3SUN, of any provision governing health and safety in the workplace relative to the use of the work equipment or of individual safety devices/gear, to the regulations of the temporary sites or movables, to the health and safety signs, to the manual handling of the loads and to any other applicable provision of law, also special ones;
- 4) the violation, in any way ascertained by 3SUN, of any other provision governing health and safety in the workplace expressly provided for by the Agreement.

31. WITHDRAWAL.

3SUN shall have the right, pursuant to art. 1373 of the civil code, to withdraw from the Agreement at any time, whatever the state of progress of the activities, with communication to be sent the Contractor via registered letter with return receipt.

In such event, 3SUN shall communicate which activities must be completed and which immediately interrupted.

The activities duly carried out up to the date of withdrawal shall be remunerated according to the contractual prices.

While any right of the Contractor to compensation for damages in case of withdrawal by 3SUN is excluded, for the interrupted activity or those performed reimbursement for documented expenses shall be made for the undertakings already assumed and not revocable without financial losses, or the documented amount of same damage paid if more advantageous for 3SUN.

The Order Letter may provide for additional indemnity in favour of the Contractor in case of 3SUN's withdrawal.

32. CONFIDENTIALITY AND DATA PROTECTION

All of the elements that 3SUN shall make available in relation to the Agreement as well as documents, information, knowledge, in any way collected, processed and developed within the sphere of the Agreement, in addition to being able to use such exclusively for the purposes of executing same Agreement, are of a confidential nature and may

not be disclosed if not expressly authorized in writing by 3SUN, save for the case in which the Contractor must comply with legal obligations or requests from the Public Authorities which same cannot legitimately deny. The information disclosed by same 3SUN or that results from documents which have become public is excluded from the confidentiality obligation.

The Contractor, in addition to guaranteeing the integrity of the information and of same data, shall be held responsible also for the behaviour of the subjects hired for the carrying out of the activities object of the Agreement in respect of the laws in force on personal data protection (Legislative Decree n. 196 of 30/6/2003).

The Contractor undertakes to establish and take care of the logical and physical safety measures that guarantee the protection of the data from destruction, manipulation, unauthorized access or copying and to return to 3SUN, on the date of effective termination of the Agreement, all of the data, documents and information provided by same or in any way possessed for the purpose of executing the activities and to destroy all copies and records, save for if otherwise authorized in writing by 3SUN.

The obligations deriving from this article shall continue even following the expiry of the Agreement or its cancellation for any reason, save for that differently provided for in the Order Letter.

In case of non-observance of the afore-cited confidentiality obligations, 3SUN shall have the right to terminate the Agreement, pursuant to art. 1456 of the civil code, without prejudice of the right of same 3SUN to compensation for consequent damages.

33. PERSONAL DATA PROTECTION – INFORMATION

Pursuant to Art. 13 of Leg. Dec. 196, 30/8/2003 (Code governing the protection of personal data), personal data which is acquired as a result of awarding the Contract shall be collected and processed, electronically and in paper form, for the purposes of stipulating and managing the Contract as well as for commercial promotion services, or for the purposes of fulfilling legal obligations. Such data shall be preserved for the duration of the Contract and subsequently at its expiration, for a period not exceeding the time limits provided for under the law.

In this regard we specify that:

- The acquisition of all data that may be requested for the purposes of stipulating and managing the Contract shall be presumed to be indispensable for establishing, developing and managing the relationships described above. The acquisition of data for the purposes of promoting commercial services is optional; the failure to obtain the consent for their treatment shall imply the impossibility to realize such an activity;
- Personal data acquired and processed shall only be communicated to Companies controlled and coordinated by 3SUN S.r.l. and shall not be communicated/disclosed to third parties unless otherwise permitted by the law;
- The Supplier may exercise its rights pursuant to Art. 7 of Leg. Dec. 196/2003 with respect to the existence and treatment of personal data relating to it.
- The owner of the data in question is the 3SUN Company on whose behalf the procurement procedure is conducted and for whom the Contract is signed.

- The owner of the data is 3SUN Chief Executive Officer with domicile for the appointment in Contrada Blocco Torrazze 95121 Catania.

34. COMMUNICATIONS BETWEEN THE PARTIES

Any communication between 3SUN and the Contractor, pertaining or in connection to the Agreement, shall be intended as having been validly effected only if made in writing and sent to the registered office of the parties as indicated in the Agreement.

The Contractor has the responsibility to promptly inform 3SUN of possible changes to its registered office, and lacking such, the communications shall be intended as duly transmitted once received at the address indicated.

The Contractor has the obligation to promptly inform 3SUN of any change in its personal details (for example: VAT number, address, company name, etc.).

Non-communication of the above may cause the suspension of payment of the invoices bearing data which is not up to date.

35. CODE OF ETHICS, ANTI-CORRUPTION PLAN AND ORGANIZATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE 231/2001

3SUN Group, in the conducting of business and in the management of relationships refers to the principles contained in its Code of Ethics, Zero Tolerance Plan against corruption and the Organizational Model pursuant to Legislative Decree 231/2001, which may be consulted under section "Company" of the website www.3SUN.com.

3SUN wants its suppliers to refer to equivalent principles in its business dealings and in managing relationships.

The Contractor declares to acknowledge the undertakings assumed by 3SUN in the Code of Ethics and in Mod. 231/01 and declares to undertake to respect the legal obligations relative to protecting juvenile labourers and women; equal treatment, prohibition of discrimination, abuse and harassment; the freedom to unionize, to associate and to have representation, forced labour, the safety and protection of the environment, health and sanitary conditions, and to comply with the applicable laws in force regarding retribution, contributions, insurance or fiscal matters (the obligation to deposit fiscal withholdings from employees' income) and such with reference to all employees in any way involved in the execution of the Agreement.

In such context, 3SUN reserves the right to carry out any controlling or supervisory activity aimed at verifying respect of the obligations provided for in the preceding paragraph, both the Contractor as well as its possible sub-contractors/sub-suppliers and to immediately terminate the Agreement in case of ascertained violation of the preceding paragraph.

It is also pointed out that 3SUN joined Global Compact and, in compliance with the tenth principle of GC, intends to pursue its commitment to fight against corruption of any kind. Therefore, 3SUN prohibits the making of promises, illicit offers or request for payment, in cash or other means, for the purpose of taking advantage in relationships with its own stakeholders and such prohibition is extended to all 3SUN employees. The

Contractor declares to acknowledge 3SUN's commitments and to commit itself to not resort to any promise, illicit offers or requests for payment during the execution of this Agreement, in the interest of 3SUN and/or to the benefit of its employees.

In case of violation of the preceding paragraph, 3SUN, in addition to its right to claim for damages, has the right to terminate the Agreement, pursuant to and as a consequence of art. 1456 of the civil code.

36. FISCAL AND TECHNICAL REPRESENTATION IN NON-EU COUNTRIES

36.1 Fiscal representation

The customs and fiscal operations for the importing of goods in the EU shall be the responsibility of the Contractor. To that end, contractors not having offices in one of the countries of the European Community must nominate, for the purpose of handling the customs and fiscal operations, a fiscal representative resident in Italy to which apply the provisions of Presidential Decree n. 633 of October 26, 1972 and subsequent amendments and integration.

The nomination of the fiscal representative must result from a public deed, certified private deed or, in alternative, a letter recorded in the appropriate register, at the competent VAT office or Revenue Agency and must be communicated to 3SUN within one month from the finalization date of the Agreement and, in any case, at least one month before the start of deliveries and must remain valid for the duration of same deliveries.

36.2 Technical Representative

Contractors which are not resident in one of the countries of the European Community must identify, for the purpose of managing post-sales activities, a Technical Representative domiciled in the EC. The name of such Technical Representative must be communicated to 3SUN within one month from the finalization date of the Agreement and, in any case, at least one month before the start of deliveries and must remain valid for the duration of the guarantee of the product supplied.

37. RESERVATIONS

Any reservations that the Contractor intends to make for any reason must be advanced, on penalty of forfeiture, by means of registered letter with return receipt, within the term of 15 days from the date of presentation of the accounting document relative to the period to which the reservation refers, containing the grounds of such reservations and the details of possible compensation to which same Contractor believes to be entitled. The reservations advanced in the manners and terms indicated above, shall be taken into consideration and examined within 150 days from the date of the acceptance report (if provided for) or from the date of completion of the activities (if the acceptance is not provided for) object of the Agreement.

The resolution of the reservation shall be formulated with appropriate deed drawn up using the same format and in the same procedures of the Agreement.

38. COMPETENT COURT

If not otherwise established in the Agreement, same shall be governed by the laws of Italy and any controversy arising between 3SUN and the Contractor shall be of the jurisdiction of the Court of Catania.

39. DUTIES AND TAXES

All of the taxes, duties, fiscal fees and charges in relation to that which forms the object of the Agreement shall be borne by the Contractor, with the exception of those which by law must be borne by 3SUN.

40. DECLARATION OF THE CONTRACTOR

The Contractor declares to be perfectly aware of and to indiscriminately approve of all the conditions, regulations, rules and provisions contained herein.

The Contractor also declares to have carefully examined that provided for by the articles of these General Conditions herein below listed, for which it expresses in accordance with art. 1341 of the Civil Code, its full and unconditional consent:

Art. 3: Contractor's obligations

Art. 4: Traceability of the financial flows

Art. 5: Personnel assigned to the services

Art. 6: Prohibition to suspend or slow services

Art. 7: Proof of fulfilment

Art. 9: Changes of contractual terms

Art. 10: Contractual prices

Art. 11: Price revisions

Art. 12: Economic evaluation of the variations

Art. 17: Assignability of the credits of the agreement

Art. 18: Information provided by 3SUN

Art. 20: Verifications and joint assessments

Art. 21: Insurance

Art. 24: Materials and equipment

Art. 25.: Execution of the services

Art. 26: Safety - representation

Art. 27: Penalties

Art. 28: Sanctions for violation of the laws governing health and safety in the workplace

Art. 29: Termination and recovery of damages

Art. 30: Termination of the agreement for violation of the laws in force governing health and safety in the workplace

Art. 31: Withdrawal

Art. 32: Confidentiality and data protection

Art. 36: Fiscal and technical representation in non-EU countries

Art. 37: Reservations

Art. 38: Competent court