

FINCANTIERI NEXTECH S.P.A.

Registered Office Via Carlo Ottavio Cornaggia 10 - 20123 Milan Share Capital fully paid Euro 12,000,000.00 Tax Code 00890740111

GENERAL TERMS AND CONDITIONS OF CONTRACT

(mod. CGAP ed. January 2023)

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TITLE I – EXECUTION AND PERFORMANCE OF THE CONTRACT

1. INTRODUCTION AND DEFINITIONS

1.1. The general terms and conditions of contract set forth hereunder form an integral part of orders awarded by FINCANTIERI NEXTECH (including all the companies in the FINCANTIERI NEXTECH group) to the contractor and apply to the relevant relationships unless otherwise set forth in the special terms and conditions of the order. These terms and conditions are published and can freely be consulted on the website www.fincantierinextech.com.

1.2. For the purpose of these terms and conditions and the special terms and conditions of the order, the terms hereunder, regardless of whether in singular or plural form, will have the following meaning specified for each as follows:

“**D.V.R.**” and “**D.U.V.R.I.**”: respectively the Risk Assessment Document and the Combined Interference Risk Assessment Document under Italian Legislative Decree no. 81 of 9 April 2008;

“**Classification Society and/or Register**”: the classification society that surveys the construction project, tests the materials and issues the seaworthiness certificates;

“**FINCANTIERI NEXTECH**” or “**FINCANTIERI NXT**” or “**NEXTECH**”: FINCANTIERI NEXTECH S.p.A. and its Subsidiaries Reicom s.r.l., SLS Support Logistic Services s.r.l., HMS-IT S.p.A., CSI Consorzio Stabile Impianti s.r.l. in liquidation;

“**Purchasing Department**”: the FINCANTIERI NEXTECH purchasing department that issued the order.

“**Department in Charge**”: the Production Unit indicated as the final recipient of the Works or, if no such indication exists, the Purchasing Department;

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con socio unico

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“Confidential Information”: any information of any kind (commercial, financial, technical, operational, managerial, administrative, legal, etc.) and in any form (written or oral, in visual or electronic form, on paper, or on magnetic or digital media, without any exception), including by way of example data, know-how, drawings, models, diagrams, formulae, designs, procedures or processes, images, files, archives, databases, software and source codes, materials, samples of materials, products, equipment and all the relevant technical and functional specifications, which the contractor should have access to before or after the date of execution of the order, directly or indirectly, including by accessing the documentation and/or goods of any kind provided, following commercial discussions or during the execution of activities related, connected or consequent to the order, regardless of whether they were specifically identified as “confidential”, “classified”, “privileged” or “price-sensitive”;

“Works”: the services to be performed by the contractor under the orders issued by FINCANTIERI NEXTECH and governed by these terms and conditions and by the special terms and conditions in such orders;

“Operating Unit”: headquarters, departments, offices, factories and other production sites of FINCANTIERI NEXTECH.

1.3. References to laws and regulations of any type referred to in these conditions shall be deemed to refer to the provisions of such laws and regulations in force at the time of their application.

2. CONTRACT PROCEDURES AND TERMS OF EXECUTION

2.1. FINCANTIERI NEXTECH shall, solely through the Purchasing Department, send the technical documentation necessary for the performance of the order along with such order.

2.2. Unless otherwise specified, the order must be accepted by the contractor within 4 (four) days from the date of the order itself by returning to the Purchasing Department a copy of the order (or of the acceptance form) and of the technical documentation duly signed on each page or by signing the electronic order by digital signature. The contract between FINCANTIERI NEXTECH and the contractor will be deemed as executed only upon receipt by FINCANTIERI NEXTECH of such documents. Acknowledgement of the order constitutes proof of having received the D.U.V.R.I. from the Production Unit where the works are to be carried out, and an acknowledgement that it has been read. The contractor shall not initiate performance of the contract before having returned to FINCANTIERI NEXTECH the duly signed order, including the footer section relating to the specific acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code, according to the procedures and terms set forth in these terms and conditions or specified in the order.

2.3. All the quantities, measures, types, prices or considerations and information of any kind listed by the contractor in the offer, and all the relevant technical and economic information acquired by the contractor during negotiations, either in writing or verbally, shall have the sole purpose of allowing the parties to attain a better understanding of the technical and operating characteristics of the Works. The above information shall not be taken in any way as parameters or reference values for future and possible requests or monetary claims.

2.4. The contractor acknowledges that within Fincantieri any modifications and/or changes to and/or issuance of orders shall be the exclusive responsibility of the Purchasing Department. The contractor shall never enter into negotiations or undertake binding engagements with parties other than the Purchasing Department.

2.5. Any negotiation whatsoever entered into in breach of paragraph 2.4. hereof will not be binding on FINCANTIERI NEXTECH; any obligations assumed and any consequent loss will be borne by the contractor.

2.6. In any case, FINCANTIERI NEXTECH shall not acknowledge or execute payment requests for Works not ordered directly by the Purchasing Departments.

2.7. The contractor must promptly communicate to the Department in Charge all changes made to its corporate details, including e.g. if the tax position used for performance of the order is different from that of the registered office of the contractor or that communicated at the time of the order (e.g. permanent establishment in Italy).

2.8. The contractor shall bear exclusive responsibility for the performance of obligations towards Italian authorities associated with its direct or indirect presence and/or with the performance of activities within the Italian territory.

3. INSPECTIONS

3.1. In view of the Works implementation, the contractor shall perform, and shall declare to have performed, all checks necessary for the definition of the price offered and for the proper Works implementation. Therefore, the contractor shall not request price adjustments due to hindrances or troubles during the execution of the Works caused by failure in the performance of inspections or surveys.

4. VARIATION OF WORKS

4.1. The Purchasing Department may modify, amend or supplement the order even during the performance of the Works. The contractor shall not take into consideration order modifications not requested by the Purchasing Department which issued the order subject to modifications. Any order amendments which are not made by the Purchasing Department which issued the order subject to amendment will not be enforceable against FINCANTIERI NXT, even if the contractor has accepted them.

4.2. Whenever the modifications entail additional costs, the contractor shall be entitled to an increase of the amount originally determined, provided that such increase is specified in the order modification.

4.3. The request for changes in the Works shall be notified in writing to the contractor by the Purchasing Department in compliance with paragraph 2.1 hereof, together with an indication of the amount variation, if any. If the contractor does not accept the changes in Works or the different order amount, the contractor may withdraw from the contract, except only for the reimbursement of the costs already borne.

4.4. Notwithstanding the above, the contractor acknowledges and agrees that any requests for reimbursement of the additional costs may be made exclusively before delivery of the Works by FINCANTIERI NEXTECH to its customer or will otherwise be void.

5. TECHNICAL AND PROFESSIONAL SUITABILITY AND INTUITUS PERSONAE

5.1. The contractor acknowledges and agrees that FINCANTIERI NEXTECH shall award the order at its sole discretion, after a positive assessment of the professionalism, the organizational characteristics and technical and professional suitability of the contractors, based on the documentation laid down in Article 26 of Italian Legislative Decree no. 81 of 9 April 2008 and subsequent amendments and additions, or on the requirements needed for inclusion on the company's "List of Approved Suppliers", if required.

5.2. FINCANTIERI NEXTECH reserves the right to request documentation from the contractors in addition to that laid down in the regulations for initial inclusion, continuation of inclusion and deletion from the "List of Approved Suppliers".

5.3. Where the contract is agreed with temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in the previous paragraph shall be presented by each entity participating in such forms of association.

5.4. FINCANTIERI NEXTECH shall be entitled to withdraw from contracts relating to Works, even if not started yet, in the event of a deterioration, for any reason, of the standards of professionalism, the organizational characteristics and the technical/professional suitability of the contractor.

5.5. FINCANTIERI NEXTECH shall also be entitled to withdraw from contracts related to Works whenever the ownership of the contractor's business (in the case of an independent contractor or a partnership) should be subject to changes or in the event of a change of control (in the case of a corporation or limited liability company), or in case of transfer by the contractor of the company or business division tasked with performing the order.

5.6. The contractor shall inform the Purchasing Department about any change in ownership, corporate control and shareholding of the contractor. In the case of orders issued to temporary associations of enterprises, consortia or companies involved in a network contract, any change of the subjects involved in such forms of association must be notified in advance to the Department in Charge with at least 15 (fifteen) days' notice.

5.7. By way of exception to Article 1671 of the Italian Civil Code, in all the aforementioned cases, FINCANTIERI NEXTECH may withdraw from the contract without any cost or penalty, without prejudice to compensation for any damages suffered by FINCANTIERI. The aforementioned right of withdrawal may be exercised by FINCANTIERI NEXTECH by notifying the contractor by registered mail with recorded delivery or by certified e-mail, and the withdrawal will take immediate effect, without prejudice to any other agreements for completion of services not yet performed. In the event of a change of the participants to forms of association such as temporary associations of enterprises, consortia or companies involved in a network contract, that has not been notified by written prior notice to FINCANTIERI NXT within the terms under paragraph 5.6, FINCANTIERI NEXTECH may declare the contract as terminated pursuant to Article 23, in any case without prejudice to the right to seek compensation for any damages incurred.

6. PROHIBITION AGAINST SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT

6.1. The contractor may not assign or transfer the contract for the Works, unless FINCANTIERI NEXTECH consents in writing to such assignment or transfer.

6.2. The Works shall be carried out under the full responsibility of the contractor and by its duly trained, informed and experienced personnel.

6.3. The Works may in no event be subcontracted, unless expressly authorised in writing by FINCANTIERI NXT.

6.4. Any authorization to subcontract must be issued exclusively by the management of the Production Units before the start of any work process. In order to obtain such a preliminary authorization, the contractor shall provide evidence to the management of the Production Units of the technical reasons leading to the use of subcontractors. The contractor shall also provide the name of the subcontractor and all further data for its identification, the list of the personnel employed, all documentation necessary for evaluating the technical/professional suitability of the subcontractor, all documentation necessary to demonstrate compliance with the regulations governing the employment relationship, including social security regulations. The Contractor shall also carry out with the subcontractor the preliminary inspections provided for by these general conditions and by the "Regulation for Contractors operating within the Production Sites of FINCANTIERI NEXTECH and its Customers" (hereinafter also referred to as the "**RISP**") and shall fulfil with the subcontractor any other requirement - including the delivery of the work area - provided for by the RISP for the contractor. The authorization shall not relieve the contractor from any responsibilities arising from applicable laws and from the contract between the parties. The contractor shall continue to be FINCANTIERI NEXTECH's only contractual counterpart and the contractor's Works Manager will continue to be the only contact person for FINCANTIERI NEXTECH. The authorization for subcontracting will be formally sent to the contractor.

6.5. All the provisions herein shall be deemed to be valid and effective also vis-à-vis any subcontractors; the contractor therefore undertakes to obtain its subcontractors' acceptance of these conditions. The contractor also undertakes to ensure that all the provisions applicable to its own employees will fully apply to employees of its subcontractors, including the provisions herein, and the RISP, as described in Article 20 below. The contractor will therefore be jointly liable with its subcontractors for their compliance with the aforementioned provisions, also based on Italian Legislative Decree no. 276 of 10 September 2003 as subsequently modified, integrated and updated.

7. INDEPENDENT ORGANIZATION OF THE CONTRACTOR – PAYMENT OF PERSONNEL – COMPLIANCE AND INDEMNITY

7.1. The contractor will perform the order using its own independent organization, its own means and own personnel, taking on full and complete responsibility.

7.2. In case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract – for the purpose of health and safety in the workplace regulations and of the identification of a contact person for the operational aspects of the contract – "contractor" will mean (without prejudice to the joint liability of each company participating in the temporary association/consortium/network for all the obligations under the order) the company representing the association, the consortium or the parent company, which will in any case remain fully liable for all the obligations under the order, including those taken directly or indirectly by the subcontractors (or associated/consortium companies).

7.3. The contractor shall provide – in accordance with Section 4 of the RISP – the required information about the personnel used. In case of contracts with consortia, with companies involved in a network contract and with temporary associations of enterprises, the contractor shall provide such information in relation to the staff of each associated or consortium company.

7.4. Any and all relationships regarding the performance of the contract will only be between the contact persons of FINCANTIERI NEXTECH for the contract and the contractor's contact person. The contact person of the contractor – as provided by the RISP – is appointed as Works Manager and shall always be present – or duly substituted – and shall have all the necessary powers. The name of the Works Manager (and of his/her possible substitutes), his/her relationship (and the relationship of his/her possible substitutes) with the contractor and his/her powers (and the powers of his/her possible substitutes) to perform the contract must be communicated by email to FINCANTIERI NEXTECH. In the case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract, the names of the Works Managers, their relationships and powers (and those of any substitutes) must be indicated, not only in relation to the consortium, the agent company and the parent company, but also to each associated/consortium company.

7.5. The contractor warrants to FINCANTIERI NEXTECH the due payment to its employees of all the salaries and other ancillary items, and of any amount due as salaries for any self-employed worker, including in relation to the applicable collective labour agreement for the sector and the relevant applicable legislation. A similar

guarantee shall be given in relation to the proper and due payment of social security, welfare and insurance contributions provided for by applicable laws to both employees and self-employed workers. These guarantees will be provided by the contractor also in relation to the subcontractor.

7.6. The contractor shall be required on a monthly basis to deliver to FINCANTIERI NXT the full documentation – including in relation to the subcontractor – proving the due payment of salaries to its employees (and to any self-employed worker) and to the corresponding social security, welfare and insurance agencies. If the contract is signed with temporary associations of enterprises, consortia or companies involved in a network contract, the consortium, the agent company and the parent company shall fulfil their obligations relating to the guarantees and the delivery of documentation referred to in previous articles, not only with reference to their staff – employees or self-employed workers – but also to the staff – employees or self-employed workers – of each company participating in the temporary association/consortium/network.

7.7. In the event the above documentation is not provided or proves that the employer's obligations in relation to salary payment and contributions have not been fulfilled, or if FINCANTIERI NEXTECH becomes aware of a failure on the part of the contractor (or its sub-contractors, associated companies or consortium companies) to comply with its legal obligations, the contractor hereby authorises FINCANTIERI NEXTECH to withhold from the payments due to it those amounts corresponding to the sums owed and not paid.

7.8. The contractor declares that it has given full information to its employees in accordance with Italian Legislative Decree no. 196 of 30 June 2003 and that it has obtained their consent for the communication of their personal data to FINCANTIERI NEXTECH for the execution of the Works. The contractor also undertakes to ensure that the above requirements are implemented by the subcontractors (or associated/consortium companies) for their employees. FINCANTIERI NEXTECH undertakes to maintain and process such data for the time strictly necessary for the execution of the commissioned works and, in any case, will provide for their cancellation within two months after the completion of the above mentioned works, unless there are legal obligations that require their storage. In the latter case FINCANTIERI NEXTECH undertakes to guarantee the confidentiality of such data and to refrain from processing them for purposes other than those mentioned above.

7.9. The contractor undertakes to fully indemnify, defend and hold FINCANTIERI NEXTECH harmless against any damages or costs suffered by the latter for contract defaults and failures to comply with obligations of law attributable to the contractor or its subcontractor (or associated/consortium companies), particularly where FINCANTIERI NXT, as an entity jointly liable by law (for example: Article 29 of Italian Legislative Decree no. 276 of 10 September 2003, Article 26 of Italian Legislative Decree no. 81 of 9 April 2008 and subsequent amendments and additions) or as "purchaser" under Article 1676 of the Italian Civil Code, is called upon to pay any remuneration or social security, welfare or insurance contributions and sanctions of any kind, compensation for damage, interest and legal costs including their own.

7.10. In the light of the above indemnity obligation, the contractor waives any possible future claims to any interest (including default interest) and hereby authorises FINCANTIERI NEXTECH, also on a precautionary basis, to withhold from payments due to it those amounts that it is required to pay by the competent public agencies and by the workers of the contractor itself or of its subcontractor (or its associated/consortium companies), and also authorises FINCANTIERI NEXTECH to pay to the applicant in question the amounts ascertained as being owed, including any legal costs sustained by the same, thereby releasing it from the obligation to pay the fees agreed to the extent of the amount already paid.

8. PLACE OF PERFORMANCE AND/OR DELIVERY AND DISPATCH

8.1. The place of execution and/or delivery of the Works shall be the Operating Unit or other place specified in the order.

8.2. Whenever the order foresees the dispatch of materials, this shall be performed at the place of execution and/or delivery of the Works, under the care and at the expense of the contractor and under its responsibility in order to guarantee the full integrity of the goods and full compliance with the delivery terms mentioned in the order. The dispatch risks shall be borne by the contractor. Particular conditions, if any, included in the order shall have to be complied with. In the absence of particular conditions, the most suitable means shall be used, upon preliminary notification to the Department in Charge.

8.3. The contractor shall give prompt notice of the dispatch to the Department in Charge. Each dispatch will be accompanied by one copy of the dispatch note, including the order details order (supplier code, number and position), and the package note, with the list of the goods contained (including the Fincantieri Material Code) and the related quantity and weight (according to the unit of measure set out in the order) and all

additional indications set out in the order. Should the dispatch note have shortcomings, errors or omissions that prevent the unique/precise identification of the goods or their attribution to a specific order, FINCANTIERI NEXTECH reserves, at its sole discretion, the right not to accept the goods.

8.4. FINCANTIERI NEXTECH will not take charge of any goods that are delivered earlier than agreed or in a quantity exceeding that specified in the order.

8.5. FINCANTIERI NEXTECH reserves the right, at its sole discretion, to take charge of any goods which have been delivered early or in excess. In such case, the expenses for storage and for the proper preservation of the goods shall be charged to the contractor, along with the risk of their deterioration and/or destruction.

8.6. The delivery of goods is agreed to be undertaken in accordance with the DDP clause (Incoterms 2010) for all goods coming from EU countries, or already released for free circulation in the EU, and with the DAP clause (Incoterms 2010) for all goods coming from non-EU countries or in any case subject to custom constraints. It is understood that the delivery will be carried out at the warehouse or any other location that may be indicated to the carrier by the receiving personnel. In case of goods sold by EU suppliers and coming from EU countries other than Italy, the invoice must specify the combined TARIC nomenclature code. Deliveries from countries other than the country of the contractor, as indicated in the order heading, must be preceded by a notice of at least 10 (ten) days to be sent by fax to the place of delivery specified in the order, to the Department in Charge and to the dispatch address of the invoices indicated in the order, containing the information necessary for the proper logistical management and any customs compliance; any additional expenses incurred by FINCANTIERI NXT due to the fact that the deliveries in question originate in countries different from the country of the contractor will be borne by the latter.

8.7. The goods must comply with applicable EU and Italian laws and regulations.

8.8. In the case of non-EU goods not in free circulation, the invoices must be accompanied by the certificate of origin or by the EU certificate of free circulation of goods.

8.9. The delivery of goods to the receiving personnel does not imply any acceptance, which will be given instead after the positive outcome of the verification of the conformity of the goods with the order, of the absence of defects and, in any case, after completion of the installation, assembly or implementation of the goods in a workmanlike manner.

8.10. FINCANTIERI NEXTECH is entitled to report to the contractor, even after receipt and regardless of whether the invoices have been paid, the presence of defects or the non-conformity of the goods with the order, in accordance with Article 15. In such case, the contractor must promptly remedy the non-conformity and replace the goods with flaws or defects, having regard to the scheduled needs of FINCANTIERI NXT's work.

8.11. In all cases where FINCANTIERI NEXTECH does not take charge of the goods, they will be rejected and the associated risks, charges and expenses will remain the sole responsibility of the contractor. Any costs incurred by FINCANTIERI NEXTECH for the return of such goods will be charged to the contractor.

8.12. For goods invoiced by weight, the price to be paid will be based on the weight recorded on receipt of such goods by the scales at the place of delivery, unless otherwise specified in the order.

8.13. Any extra costs which FINCANTIERI NEXTECH may incur as a result of non-compliance with the provisions of this Article 8 will be charged to the contractor.

9. TECHNICAL DOCUMENTATION

9.1. The contractor undertakes to deliver to the Department in Charge all the technical documentation relating to the Works within the terms provided in the order.

9.2. In the event of non-delivery of the relevant technical documentation within the terms provided in the order, the contractor shall be liable to liquidated damages equal to 0.05% of the total consideration provided in the order for every day of delay up to a maximum of 4%.

10. LIABILITY FOR DAMAGES

10.1. The contractor is liable for all the damages to things or persons that may occur during implementation of the Works.

10.2. In the event set forth in the foregoing paragraph, the contractor shall be obliged to intervene in the proceedings instituted by damaged third parties and to indemnify, defend and hold harmless FINCANTIERI NXT.

10.3. In relation to the responsibilities incumbent on the contractor, the same is obliged to deliver to FINCANTIERI NXT, at the time of entry into the place of execution and/or delivery of the Works, a suitable

insurance policy taken out with a leading insurance company, to cover civil liability for damages to third parties and/or contractors, including plant, machinery, works and personnel, connected/related to and in any case deriving from the execution of the Works. This insurance must be taken out for a minimum ceiling per single claim of Euro 2,000,000.00 (two million/00) for personal injury and Euro 500,000.00 (five hundred thousand/00) for damage to property, amounts subject to automatic annual revaluation equal to the ISTAT cost-of-living index with effect from January 2010, or any higher value indicated in the special order conditions. The policy provided by the contractor, referred to in this paragraph, must cover the entire period of effectiveness of the order and must also cover without reservation the damage caused by its subcontractors (or associated/consortium companies) and suppliers. The insurance must expressly cover gross negligence of the insured party and gross negligence or wilful misconduct of individuals which the contractor is liable for, pursuant to regulations, and/or the provisions of these terms and conditions and/or those of the order.

11. OWNERSHIP OF MATERIALS

11.1. Any of FINCANTIERI NEXTECH's materials delivered to the contractor for processing or for the execution of the Works will remain the exclusive property of FINCANTIERI NXT even if transformed and/or processed by the contractor.

11.2. The contractor will be obliged to take the utmost care in the custody of the materials received for processing.

11.3. FINCANTIERI NEXTECH reserves the right to have its own materials, stored by the contractor, returned at any time. For this purpose, the contractor undertakes to provide and ensure that any sub-contractors (or associated/consortium companies) provide any necessary assistance.

12. DELIVERY TERMS – PENALTIES

12.1. The delivery terms of the Works, both final and intermediate, which have been agreed and specified in the order and in any other contractual documents, are to be considered mandatory.

12.2. In case of a breach of the aforesaid terms that is not justified by force majeure, liquidated damages shall be applied for an amount of 5% of the total consideration provided in the order for each week, or portion thereof of delay up to a maximum of 20% of the above consideration, unless otherwise agreed in the order itself. If the delay should exceed four weeks from the date agreed for delivery or the other contractual obligations, FINCANTIERI NEXTECH may declare the contract terminated in accordance with Article 23 below and shall be entitled to the penalties already accrued and to compensation for any further damages suffered.

13. SURVEILLANCE – ASSESSMENTS DURING CONSTRUCTION

13.1. Also in order to verify compliance with the regulations of the Classification Society and/or Register or other relevant bodies, FINCANTIERI NEXTECH may inspect the activities of the contractor at all stages of implementation of the Works, including those of organization, engineering, procurement, production at its workshops and/or factories and at those of its suppliers and subcontractors (or associated/consortium companies), warehouse stocking, on-board installation and testing.

13.2. For orders providing for subsequent stages of progress of the Works, the contractor shall send a detailed schedule of the progress of the Works to the Department in Charge. It is understood that performance will only occur with the full execution of all the obligations under the order itself. For individual delivery terms the procedure set forth in Article 12 shall apply.

13.3. In order to assess the progress and quality of the Works required to perform the order, the contractor shall – without prejudice to its responsibilities therein – allow persons appointed by FINCANTIERI NEXTECH and representatives of the customer free access to its workshops and/or factories.

13.4. The representatives referred to in paragraph 13.3 shall have the right to carry out the tests which they may in good faith consider appropriate, with the purpose of ascertaining compliance of the Works with the order conditions.

13.5. All costs incurred for the tests referred to in the preceding paragraph shall be borne by the contractor.

13.6. FINCANTIERI NEXTECH retains the right to terminate the contract in accordance with Article 1662 of the Italian Civil Code if it concludes that the execution of the Works is not proceeding according to the terms and conditions of the contract according to the best professional standards.

14. TESTING

14.1. Testing shall be performed by the contractor through the entities mentioned in the order or required by law, in compliance with all applicable rules, regulations and procedures. Where permitted, testing shall be performed by representatives of the contractor appointed for this purpose, who will then issue the related certificate ("certificato privato").

14.2. The contractor shall bear all the expenses related to the tests, including those due to any test repetitions, the fee due to the entity in charge of the tests performed in the contractor's premises and/or plants and, if required, for testing at the Operating Unit, on board ships or at end customer sites for projects under construction, repair or transformation.

14.3. Persons appointed by FINCANTIERI NEXTECH and representatives of the customer or any governmental authority to whose supervision the contract is subject may attend acceptance tests and may access the contractor's workshops and factories.

14.4. The test run will be proven by a relevant certificate to be sent by the contractor to the Department in Charge.

14.5. Regardless of the prescribed test, FINCANTIERI NEXTECH reserves the right to verify, at any time and using the methods it deems most appropriate, the activities of the contractor in all phases of execution of the Works and the compliance of the Works performed with the conditions of the order. In this context, the contractor shall – without prejudice to any of its responsibilities – give persons appointed by FINCANTIERI NEXTECH and by any of its customers, or any governmental authorities, free access to its workshops and factories and to those of its subcontractors (or associated/consortium companies) and suppliers.

14.6. The representatives referred to in Article 14.5 may perform all tests deemed appropriate in order to verify compliance with the conditions of the order.

14.7. The costs incurred for the tests will be borne by the contractor.

14.8. FINCANTIERI NEXTECH may terminate the contract in accordance with Article 1662 of the Italian Civil Code if it concludes that the execution of the works is not proceeding according to the terms and conditions of the contract and according to the best professional standards.

15. WARRANTY

15.1. The contractor warrants to FINCANTIERI NEXTECH that it shall perform the Works to the best professional standards, both in compliance with technical data and operating requirements, and in terms of the quality of the materials used, processing and operation of each of its parts and of the Works as a whole.

15.2. The above warranty will expire after 24 (twenty-four) months from delivery by FINCANTIERI NEXTECH to the end customer for the Works (ship, engine or other).

15.3. For the purpose of the foregoing warranty and upon specific request by FINCANTIERI NEXTECH or the customer, the contractor shall be obliged to intervene, immediately or in any case after no later than 10 (ten) working days, in the Production Units or elsewhere and at its own cost, to repair or replace as quickly as possible any part of the Works already performed with any defects or deviations, provided that the same are reported within 60 days from the time they are discovered.

15.4. The parts repaired or replaced shall be guaranteed at the same conditions as the work in paragraph 15.1, for a period equal to that under paragraph 15.2 and starting from delivery of the repaired or replaced part.

15.5. If the contractor fails to eliminate the defects or deviations within the stipulated terms, FINCANTIERI NEXTECH shall be entitled, notwithstanding any other of its rights, to take action in this regard directly or through third parties, without further notifications, charging the related expenses to the contractor in default.

15.6. Where it is necessary to take prompt action, even before having notified defects or deviations, FINCANTIERI NEXTECH shall have the same rights and powers mentioned above.

15.7. Should FINCANTIERI NEXTECH be held accountable for the defects, regardless of when they become apparent, of a product assembled by the contractor or by its sub-suppliers, FINCANTIERI NEXTECH will have a right of recourse action against the contractor to which the defective component assembled is attributable.

16. PRICES

16.1. Notwithstanding the provisions of paragraph 4.3, the prices mentioned in the order are to be considered as fixed rate and not subject to adjustment until complete execution of the order, irrespective of the provisions of Article 1467 of the Italian Civil Code and excluding the applicability of Article 1664(1) of the Italian Civil Code. Prices are agreed to be inclusive of dispatch, transport and packaging costs and all other charges, costs or expenses.

17. PAYMENT

17.1. The payments shall be made by bank transfer upon presentation of the invoice, unless otherwise specified in the Purchase Order. The contractor undertakes to promptly communicate its current account number as well as the details of the bank where the account is open, and to timely notify any relevant variation.

17.2. All notices required under and for the purposes of paragraph 17.1, including any payment instructions, will be made by written communication on the contractor's letterhead, signed in original by its legal representative. The communication will clearly indicate the stamped or written name and surname of the signatory close to the signature and his/her qualification as legal representative. All communications made in a manner and form other than that established will be devoid of any effect; consequently, they will be understood as not made and not binding on FINCANTIERI, which shall not be required to make any communication in this regard.

17.3. In no event can the contractor make any claim for a delayed payment if such delay is caused by the fact that the notice of its bank details has not been given, or was incorrect or late.

17.4. If it is agreed that the Works shall be performed in different phases, their payment shall be subject to the procedure provided for under Articles 17.5 and 17.6. If it is agreed that the Works shall be performed and delivered on a single fixed date, their payment shall be subject to the procedure provided for under Articles 17.7 and 17.8.

17.5. The Works progress stages will be considered as reached only after the presentation of the "State of Progress of Works" report (Stato d'Avanzamento dei Lavori - SAL) by the contractor (to be prepared on a monthly basis starting from the date of commencement of Works), subject to ratification by the Department in Charge and its full acceptance by FINCANTIERI NEXTECH and, whenever required, by the Classification Society and/or Register, by other relevant bodies and by FINCANTIERI NXT's customer.

17.6. Unless otherwise provided in the order, the consideration for the execution of the Works shall be made 90 (ninety) days from the submission of the invoice relating to the certified works progress (SAL), subject to ratification of the document referred to in paragraph 17.5 above.

17.7. The Works will be considered completed only after acceptance by the Department in Charge and, whenever required, by the Classification Society and/or Register, by other relevant bodies and by FINCANTIERI's customer, of the SAL presented by the contractor certifying the full completion of the Works and any technical inspection documents or others requested in the Order,

17.8. The payment of the amount set forth in the contract for the Works shall be made, unless otherwise provided in the order, 90 (ninety) days from the submission of the relative invoice, subject to ratification of the document referred to in paragraph 17.7 above.

17.9. In no case shall FINCANTIERI NEXTECH be held responsible for any delays in payments due to irregularities and/or nonconformity of invoices (also with reference to the indications required by paragraph 18.8.) or delays in their issue or sending by the contractor.

18. INVOICING AND TAX DOCUMENTS

18.1. Invoices and credit notes should be made out to:

For SLS:

S.L.S. - Support Logistic Services s.r.l.
Via Monte Nero, 67 - 00012 Colleverde (RM)
VAT NO. 05708061006

For Reicom:

Reicom s.r.l.
Via G. Leopardi, 31 - 20123 Milan (MI)
VAT NO. 07895520968

For HMS-IT:

HMS IT S.p.A.
Via S. Quasimodo, 136 - 00144 Rome
VAT NO. 07776231008

For CSI:

CONSORZIO STABILE IMPIANTI s.r.l. in liquidation
Via G. Leopardi, 31 - 20123 Milan (MI)
VAT NO. 08969920969

18.2. In addition to the requirements of current legislation in terms of electronic invoicing, courtesy copies of tax documents must be sent, with their attachments, to the e-mail address indicated in the order. The files must be received in PDF format and each PDF file may contain only one tax document, complete with any attachments. Within the single PDF file, the tax document must precede any attachments.

18.3. If it is not possible to send them in electronic format, invoices, credit notes and related attachments may be sent in paper format by post to the address indicated in the order.

18.4. Works carried out by national operators, or by foreign operators through a VAT position or a permanent establishment in Italy, shall be invoiced indicating the VAT regime applied and shall be subject to stamp duty where due according to the rules in force.

18.5. Contractors in possession of a declaration of intent are required to use it, bearing the following wording: "Transaction not subject to VAT under Art. 8-bis, second paragraph, of Italian Presidential Decree no. 633 of 26 October 1972" and giving details of the Declaration of Intent, unless:

- the VAT regime of non-taxability on the basis of Art. 8-bis, first paragraph, of Italian Presidential Decree no. 633 of 26 October 1972, or a different regime on the basis of the applicable regulations, including the "reverse charge" regime, is applicable;
- otherwise specified in the order.

18.6. Unless otherwise specified in the order, services rendered by parties not established in Italy will be performed without the addition of VAT or corresponding foreign tax (VAT, sales tax, etc.) which, where applicable, is considered included in the price referred to in Article 16.

18.7. If the contractor delivers goods with a DAP clause, which FINCANTIERI NXT is required to import, the contractor must issue separate invoices for such goods.

18.8. On each invoice, in addition to the other data required by law, the following additional information must be provided:

- order number;
- construction or project number (can be found on the first page of the order);
- order position (only for invoices that do not fully cover the order);
- clear and comprehensible description of the Works; contractor code number (can be found on the first page of the order);
- invoice code, which will be indicated on the first page of the order;
- SAL (work progress report) number (if any).

18.9. The contractor hereby declares that it is aware of the fact that if the tax documents contain deficiencies, errors or omissions, also with reference to the indications provided for in paragraph 18.8, or if the sending methods provided for in paragraph 18.2 are not complied with, it will not be possible to process them automatically.

18.10. The contractor declares from now on to be aware of the fact that, unless otherwise specifically provided for in the order, it will not be granted advances on the contractually agreed consideration; consequently, the contractor undertakes to issue invoices only after having carried out the Works in a workmanlike manner and after having obtained full and unconditional acknowledgement by the Department in Charge with the terms and conditions provided for in these conditions and in the orders.

18.11. Should invoices include anomalies or serious inconsistencies, not corrected by the contractor, FINCANTIERI NEXTECH reserves the right, at its sole discretion, to reject such invoices. In no case may the failure to formally reject an invoice be considered as acknowledgement of the invoice or of the Works.

19. INCORRECT OR INCOMPLETE DOCUMENTATION

19.1. Any costs which FINCANTIERI NEXTECH may incur as a consequence of defects, errors or omissions in relation to the documentation that must be submitted by the contractor (invoices, transport documents, certificates of origin, etc.) will be borne by the contractor. 19.2. A lump sum of EUR 50.00 (fifty/00) may be charged as a reimbursement of the related management costs for each transport document which is incomplete or that has been filled out incorrectly.

20. WORKS TO BE PERFORMED WITHIN THE PRODUCTION UNITS

20.1. Should the services referred to in the contract relating to the Works be carried out for technical reasons or due to the particular nature of the work, even occasionally, within the Operating Units, the services will be regulated by the special provisions contained in the RISP, annexed to the order. Acknowledgement of the order constitutes proof by the contractor that it has received a copy of the RISP, with the relative attachments, that it has carefully examined them and that it fully, completely and unconditionally accepts them, while at the same time signing them separately.

20.2. In case of non-compliance with the rules referred to in the previous paragraph 20.1., and in particular with the following articles of the RISP:

- Paragraphs 3.1, 3.3 and 3.4 (Communications concerning Company personnel);
- Articles 4 and 5 (non-compliance with safety regulations, with particular regard to non-compliance with the provisions contained in the D.U.V.R.I. - Interference Risk Assessment).

FINCANTIERI NEXTECH shall have the right to terminate the contract in the manner set forth in paragraph 23.2 below, in any case without prejudice to the right to compensation for any damages it may suffer.

21. CONTRACTUAL DOCUMENTATION – ANTI-MAFIA CERTIFICATION

21.1. The contractor acknowledges and agrees that FINCANTIERI, also with regard to the nature and quality of its own customer or of the Works, may request the preliminary presentation of technical and/or professional certificates attesting the suitability or qualification of the contractor. A similar request may be made in connection with “Anti-Mafia Certifications”.

21.2. In the event the order has been signed by temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in paragraph 21.1 shall be presented by each of the parties participating in these forms of association.

21.3. The contractor acknowledges and agrees that the effectiveness of orders for more than EUR 150,000.00 (one hundred fifty thousand/00) is subject, among other things, to the contractor sending to the Purchasing Department, at the same time of acceptance, the following documents:

- a) certificate of registration with the Italian Chamber of Commerce, with the company record of the contractor or equivalent certificate in case of foreign persons;
- b) self-declaration under Articles 46 and 47 of Italian Presidential Decree no. 445 of 28 December 2000, as per the form annexed to the orders, with which the owner or director having powers of representation of the contractor, states, for themselves, cohabiting members of their family and all other persons indicated in Article 85(1-2-quater) of Italian Legislative Decree 159/2011, that there are no grounds for prohibition, forfeiture or suspension under Article 67 of Italian Legislative Decree 159/2011 and subsequent amendments and additions. In the case of an order issued in favour of temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in a) and b) must be provided by each of the parties participating in these forms of association. All the above is without prejudice to the obligation for the contractor to maintain the documentation constantly updated, to promptly inform FINCANTIERI NEXTECH about any changes regarding the documentation referred to in points a) and b), and to resubmit the documents within the deadline set for the documentation already in FINCANTIERI NEXTECH's possession and in any case after 6 (six) months from receipt of the order by the contractor.

21.4. The contractor undertakes to report to the Judicial Authority any attempt of extortion, intimidation or conditioning of criminal nature, in any form, including against its shareholders and directors, as well as the related family members.

21.5. If the contractor fails to comply promptly with the provisions of this article, FINCANTIERI NEXTECH has the right to suspend payments and to declare the order terminated, in the manner set forth in paragraph 23.2, thus also reserving its right to bring any appropriate action in order to protect its rights.

22. FORCE MAJEURE

22.1. In any case of force majeure which the parties are not able to foresee using due diligence, the parties shall be entitled to request the discontinuance and the resumption of the contract execution within a term to be determined by mutual agreement.

22.2. Events of force majeure include wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restriction in the use of energy, general lack of raw materials or other essential elements for production, embargoes, countrywide strikes called by trade unions to which the parties belong, measures taken by civil and military authorities and any other element that may not be predicted using due diligence.

22.3. In the cases referred to in the preceding paragraph, delivery terms shall be extended for a period corresponding to the working days lost due to occurrence of the aforementioned force majeure events. 22.4. The party who cannot perform its obligations or who may not benefit from the other party's performance due to a force majeure event undertakes to notify to the other party (for the contractor, to the Purchasing Department and the relevant Production Unit), within 7 (seven) days from the occurrence of said event, the date on which it has occurred and the date on which it presumably shall cease its effects.

22.5. Should the occurrence of force majeure events delay the progress of other works already scheduled in close association with the Works affected by such events, the contractor shall take all action and apply all remedies necessary in order to minimize such delay to any extent possible. In case of negligent omissions by the contractor, any additional costs which FINCANTIERI NEXTECH may incur will be borne entirely by the contractor, without prejudice to the right to compensation for any damages suffered by FINCANTIERI.

22.6. Should the events of force majeure continue for more than 30 (thirty) days, the parties shall be entitled to consider the contract as terminated by mutual agreement according to the procedures set forth in paragraph 23.2 hereof.

23. EXPRESS TERMINATION CLAUSE

23.1. The parties agree that the order related to the Works will automatically be terminated in case of default or breach by the contractor of the obligations set forth in the provisions hereunder, in any case without prejudice to FINCANTIERI NEXTECH's right to claim compensation for all the related, connected and consequent damages it incurred:

- Paragraph 5.6 (Failure to notify in advance any change in the entities involved in forms of association such as temporary associations of enterprises, consortia or companies involved in a network contract);
- Paragraph 6.1. (Prohibition against assignment of the contract);
- Paragraph 6.3. (Prohibition against subcontracting);
- Article 7 (Independent organization of the company – payment of personnel – compliance and indemnity);
- Paragraph 12.2. (Termination for delay of more than four weeks);
- Paragraph 20.2. (Failure to comply with RISP);
- Article 21 (Non-compliance with the provisions related to contractual documentation and anti-mafia certification);
- Paragraph 22.6 (Force majeure for a period longer than thirty days);
- Article 33 (Non-compliance with the provisions related to the "Supplier's declaration of the absence of conflicts of interest");
- Article 34 (Non-compliance with the provisions related to Italian Legislative Decree no. 231/2001 and the Code of Ethics).

The parties also agree that the adoption against the contractor of measures suspending work activities under Article 14(1) of Italian Legislative Decree 81 of 9 April 2008 will lead to automatic termination of the order, in any case without prejudice to FINCANTIERI NEXTECH's right to claim compensation for all related, connected and consequent damages incurred.

23.2. In order to declare the contract terminated, FINCANTIERI NEXTECH shall notify the contractor by registered mail with recorded delivery or by certified e-mail, of its intention to terminate. Termination of the contract shall become effective as of receipt of the notice.

24. FINANCIAL GUARANTEES

24.1. The contractor acknowledges that FINCANTIERI NEXTECH shall request suitable guarantees from third parties to cover any advance payments, of the quality and operation of the subject of the Works, of performance of the guarantee obligations to which the contractor is bound and of the obligations set forth in paragraph 7.5.

24.2. The contractor acknowledges that all guarantees issued by third parties covering the obligations set forth in the order must indicate as beneficiary:

For Fincantieri NexTech:

FINCANTIERI NEXTECH S.p.A., Via Cornaggia 10 - 20123 Milan
TAX CODE/VAT NO. 00890740111

For SLS:

S.L.S. - Support Logistic Services s.r.l., Via Monte Nero, 67 - 00012 Colleverde (RM)

TAX CODE/VAT NO. 05708061006

For Reicom:

Reicom s.r.l., Via G. Leopardi, 31 - 20123 Milan (MI)
TAX CODE/VAT NO. 07895520968

For HMS-IT:

HMS IT S.p.A., Via S. Quasimodo, 136 - 00144 Rome
TAX CODE/VAT NO. 07776231008

For CSI:

CONSORZIO STABILE IMPIANTI s.r.l. in liquidation, Via G. Leopardi, 31 - 20123 Milan (MI)
VAT NO. 08969920969

25. CREDIT ASSIGNMENT AND FACTORING

25.1. The contractor shall not assign, including under a factoring contract, the credits accrued and that may accrue against FINCANTIERI NEXTECH, and ensuing from contracts relating to the Works. Any exceptions to this prohibition must be agreed with FINCANTIERI NEXTECH at any given time in writing.

26. PROHIBITION OF PUBLICITY

26.1. The contractor shall not engage in any form of publicity making reference to the Works.

26.2. Notwithstanding the foregoing prohibition and at its sole discretion, FINCANTIERI NEXTECH may at any given time authorise special forms of publicity to be carried out in a manner to be indicated by FINCANTIERI NEXTECH.

27. CONFIDENTIALITY

27.1. The contractor agrees to keep the Confidential Information strictly confidential, to ensure its secrecy and to use it for the sole purpose of performing its obligations under the order. The contractor undertakes not to disclose, circulate or communicate Confidential Information, even after completion of the order, for any reason or in any manner to any third party and to take all necessary and appropriate measures and precautions to prevent unauthorised access, disclosure and unauthorised use of Confidential Information. In light of the above, the contractor, among other things, shall not sell to third parties the materials that it may have produced on the basis or making use of Confidential Information and shall limit such production, if any, to the quantities required by the order, destroying any and all waste and/or surplus.

28. PATENTS

28.1. The contractor fully warrants to FINCANTIERI NEXTECH that the goods supplied have not been and will not be produced in violation of patent rights of any kind and belonging to anyone. If a claim related to the alleged violation of patent rights on the subject matter of the order are brought against FINCANTIERI NEXTECH before a court, the contractor shall appear before such court and hold FINCANTIERI NEXTECH harmless from any further consequences, both financial and non-financial.

28.2. The contractor also warrants to FINCANTIERI NEXTECH that it has the right to use and trade the subject matter of the Works, both in Italy and abroad.

TITLE II – PROTECTION OF HEALTH AND SAFETY IN THE WORKPLACE

29. COMPLIANCE WITH APPLICABLE LAW AND CONTRACTUAL OBLIGATIONS

29.1. FINCANTIERI NEXTECH considers the protection of health and safety in the workplace to be a primary requirement and therefore the contractor, by accepting the order, undertakes to scrupulously comply with the regulations in force governing work activities.

29.2. Notwithstanding the provisions of the foregoing paragraph, the contractor further undertakes to comply with all the provisions contained under this title and in the RISPs that FINCANTIERI NEXTECH has set out to

implement the specific relevant regulations or otherwise in connection with specific choices made by FINCANTIERI NEXTECH in order to safeguard health and safety in the workplace.

29.3. The above provisions are without prejudice to FINCANTIERI NEXTECH's right to take action against contractors breaching the provisions of this title and of the documents mentioned herein.

30. OBLIGATIONS FOR DESIGNERS, MANUFACTURERS AND SUPPLIERS

30.1. The Contractor undertakes to comply and to ensure compliance with the following, as provided for by Articles 22 and 23 of Italian Legislative Decree no. 81 of 9 April 2008, as subsequently modified and integrated: the designers of workplaces, work facilities and plants are required to comply with the general principles of prevention relating to health and safety in the workplace at the time when the relevant design and technical choices are first made, and to select equipment, including personal and collective protective equipment and components, that comply with all relevant legislative and regulatory provisions in force.

30.2. When renting or being granted the use of equipment, protective devices and installations, the contractor is required to record the extent to which the said equipment and installations comply with relevant legislative and regulatory provisions in force.

31. SAFETY OF SUBSTANCES / MIXTURES / PRODUCTS / MATERIALS

31.1. The contractor expressly warrants to FINCANTIERI NEXTECH that the materials provided comply with all applicable regulations on product safety, in particular with reference to compliance with the provisions of Regulation (EC) No 1907/2006 (REACH), Regulation (EC) No 1272/2008 (CLP), Directive (EC) 2011/65 (RoHS 2), Directive (EC) 2015/863 (RoHS 3), Italian Legislative Decree no. 152/06 and Italian Legislative Decree no. 81/2008, all as amended and supplemented.

31.2. For the purposes of Title IX – “Hazardous Substances” of Italian Legislative Decree 81/08, regarding protection from chemical agents, carcinogens and mutagens, all the products and materials supplied/used – the composition of which includes substances or mixtures classified as chemicals by applicable law or that, although not classified as hazardous, may pose a risk because of their chemical-physical, chemical, chemical-technological characteristics – must be provided together with a list of the products and materials containing chemicals that make up the subject of the order and/or that will be used at the Production Units (directly or through any subcontractors) and the related safety data sheets prepared in accordance with applicable regulations. The safety data sheets must be delivered or sent in electronic form to the Production Unit.

31.3. If for any reason, or also at the request of FINCANTIERI NXT, after the issuance of the order and prior to the delivery of the goods and/or the start of the works, the products and materials listed in the order were to be replaced and/or modified so as to change their “classification for the purposes of labour and environment risk assessment”, with particular reference to the Hazard Statements H340 (ex R46; ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39) and H372 (ex R48) according to Regulation (EC) 1272/2008, the contractor shall send FINCANTIERI NEXTECH in advance and promptly, and in any case at least 60 (sixty) days before the date of delivery of the goods and/or the start of the works, the updated list of the products and materials containing chemicals and the safety data sheets of the new products included in the list, together with any updates to the safety data sheets already provided. If such changes were to occur after the start of the works, the contractor shall transmit in advance and promptly, and in any case before their use, the updated list of the products and materials containing chemicals and the safety data sheets relating to new products included in the list, together with any update to the safety data sheets already provided.

31.4. In case of use of chemicals, the D.V.R. delivered by the contractor entering the Production Unit shall include the “Specific Assessment” (“Specifica Valutazione”) and a copy of the safety data sheets for the products and materials used.

31.5. By signing the order, the contractor represents and warrants that all the activities required, connected or associated with such order, including any warranty services, will be carried out using ready-to-use materials that are not classified as carcinogens and mutagens with “Hazard Statements” H340 (ex R46; ex R47), H350 (ex R45) and H350i (ex R49).

TITLE III – FINAL PROVISIONS

32. CONTRACT AMENDMENTS

32.1. Any amendment to these terms and conditions and to the special order terms and conditions must be in writing and signed both by FINCANTIERI NEXTECH and by the contractor, or will otherwise be null and void.

33. CONFLICTS OF INTEREST

33.1. The contractor shall provide the "Supplier's declaration of the absence of conflicts of interest" (henceforth the "**Declaration**") and update it should it be incomplete or require changes due to intervening events. FINCANTIERI NEXTECH may request, at any time and at its sole discretion, that the contractor updates such declaration within 20 (twenty) days from the request. All communications concerning the declaration shall be sent in original to the address indicated in the order and sent in advance to the e-mail address indicated in the order.

33.2. The contractor acknowledges and recognises that FINCANTIERI NXT, without prejudice to the right to compensation for damages suffered by the latter, shall be entitled to declare the orders terminated, pursuant to Article 23 of these terms and conditions, if:

- the Declaration and the updates referred to in paragraph 33.1 are incomplete or incorrect;
- the contractor fails to promptly communicate any mandatory updates to the Declaration;
- the contractor fails to comply with FINCANTIERI NXT's request to update the Declaration within 20 (twenty) days.

34. CODE OF CONDUCT AND ORGANIZATIONAL, MANAGEMENT AND CONTROL MODEL

34.1. The contractor undertakes to comply with the principles contained in the Code of Ethics, Social Responsibility Requirements, Quality, Information Security, Environmental, Safety and Anti-Corruption Policies and in the Organizational, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 (implementing the 1997 OECD "Convention Combating Bribery of Foreign Public Officials in International Business Transactions") adopted by FINCANTIERI, published and freely available on the website www.fincantieri.com. If the contractor fails to do so, FINCANTIERI NEXTECH shall have the right to terminate the order pursuant to paragraph 23.2 of these conditions, without prejudice to any other action before the Judicial Authority.

35. APPLICABLE LAW – JURISDICTION

35.1. These terms and conditions and the particular terms and conditions of the order will be governed by the laws of Italy, with the express exclusion of all regulations of international private law and any other sources of law not expressly mentioned herein.

35.2. For any dispute concerning the interpretation and/or execution of these terms and conditions and of the orders, including disputes relating to their validity or to the existence or total amount of any credits due to FINCANTIERI, the Court of Milan shall have exclusive jurisdiction for NexTech, Reicom, and CSI and the Court of Rome for SLS and HMSIT, with the express exclusion of any other alternative or concurrent jurisdiction. Such jurisdiction or venue may not be derogated even by reason of a joinder.

36. NOTICES

36.1. Unless otherwise specified, notices addressed to FINCANTIERI NEXTECH must be sent to the Department in Charge. Notices must be on the official letterhead and signed by the legal representative, or by another person with the necessary powers to represent the contractor, or digitally signed. Alongside the signature, the first name, surname and position of the undersigned must be clearly indicated by means of a stamp or printed characters.

36.2. Any notice made other than in compliance with paragraph 36.1, or without the information requested therein, will have no effect whatsoever. Consequently, any such notice will be deemed as not given and, as such, not enforceable against FINCANTIERI, which will not be required to make any communication in relation thereto.

36.3 In the event of a change of relevant data, such as the supplier's IBAN, the Department in Charge must receive a traceable communication from the supplier, preferably via Certified Electronic Mail, official documentation or an e-mail with at least one additional contact person of the third party company and a recognized mail domain.

Federico Rigoni