

## GENERAL CONTRACTUAL TERMS AND CONDITIONS

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### TITLE I – EXECUTION AND PERFORMANCE OF THE CONTRACT

#### 1. INTRODUCTION AND DEFINITIONS

1.1. The general contractual terms and conditions set forth hereunder form an integral part of orders awarded by FINCANTIERI INFRASTRUCTURE 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 at the website <https://www.fincantieri.com/it/gruppo/controllate-collegate/fincantieri-infrastructure/>.

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 Unified Interference Risk Assessment Document under Italian Legislative Decree no. 81 of 9 April 2008;

“**P.S.C.**” and “**P.O.S.**”: respectively Safety and Coordination Plan and Operational Safety Plan for temporary and mobile construction sites pursuant to Italian Legislative Decree no. 81 of 9 April 2008;

“**Classification Body**”: the classification society that supervises the construction project and tests the materials;

“**INFRASTRUCTURE**”: FINCANTIERI INFRASTRUCTURE S.p.A.;

“**Purchasing Department**”: the INFRASTRUCTURE purchasing department that issued the order;

**"Department in Charge"**: the Production Unit specified in the order as final consignee of the Works or, in the absence thereof, the Purchasing Department;

**"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 INFRASTRUCTURE and governed by these terms and conditions and by the special terms and conditions in such orders;

**"Production Unit"**: INFRASTRUCTURE's headquarters, departments, offices, factories and other production sites

"Temporary construction site": temporary or mobile construction site, as defined in Italian Legislative Decree no. 81 of 9 April 2008, of which INFRASTRUCTURE is a contractor and which is managed pursuant to Title IV of Italian Legislative Decree no. 81 of 9 April 2008.

"Company Site Manager": the person designated by the contractor's employer because of his/her particular professionalism and competence, who, for the entire duration of the Works, will be in charge of implementing and, for the areas under his/her responsibility, promoting cooperation and coordination of safety measures in order to eliminate or reduce the risks of interference in the works.

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. INFRASTRUCTURE shall, solely through the Purchasing Department, send the technical documentation necessary for the performance of the order along with the order.

2.2. Unless otherwise specified, the order must be acknowledged by the contractor within 20 (twenty) days from the date of the order, 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 INFRASTRUCTURE and the contractor shall be deemed concluded only upon receipt by INFRASTRUCTURE of these documents. Acknowledgement of the order constitutes proof of having received a copy of the D.U.V.R.I. of the Production Unit or the P.S.C. of the Temporary Construction Site where the work is to be carried out and of having taken note of it. The contractor shall not initiate performance of the contract before having returned to INFRASTRUCTURE the duly signed order, including the footer section relating to the specific acknowledgement 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 not conduct negotiations or enter into commitments with entities other than the aforementioned Purchasing Department.

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

2.6. In any case INFRASTRUCTURE will not recognize, and will not give effect to requests for payment for Works not ordered directly by the Purchasing Department.

2.7. The contractor must promptly communicate to the Department in Charge all changes made to its corporate data, including use for the performance of the order of a tax position which differs from the location of the contractor's registered office or from the tax position 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 in Italy.

### **3. INSPECTIONS.**

3.1. In view of the Works implementation, the contractor shall perform, and shall declare to have performed, all the assessments and checks necessary for the definition of the price offered and for the correct performance of the Works. Therefore, the contractor shall not request price adjustments due to hindrances or troubles during the execution of the Works caused by failure to perform 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. Any order modifications not received from the Purchasing Department that issued the order, even if acknowledged by the contractor, will not be enforceable against INFRASTRUCTURE.

4.2. Whenever the modifications entail additional costs, the contractor shall be entitled to an increase of the amount originally determined, provided that this 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 change in payment, if any. If the contractor does not accept the modification to the Works or the payment, the contractor may withdraw from the contract, subject to reimbursement only of the costs already borne.

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

### **5. TECHNICAL AND PROFESSIONAL SUITABILITY AND INTUITUS PERSONAE.**

5.1. The contractor acknowledges and agrees that INFRASTRUCTURE shall award the order at its sole discretion, after a positive assessment of the professionalism, the organisational 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 based on the requirements for inclusion on its "List of Approved Suppliers", where applicable.

5.2. INFRASTRUCTURE reserves the right to request documentation from the contractors in addition to that laid down in the regulations for initial inclusion, continued inclusion and deletion from its "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. INFRASTRUCTURE shall be entitled to withdraw from contracts relating to Works, even if not yet started, in the event of a deterioration, for any reason, of the standards of professionalism, the organisational characteristics and the technical/professional suitability of the contractor.

5.5. INFRASTRUCTURE 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) is 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 undertakes to inform the Purchasing Department about any change in ownership, corporate control and shareholding structure 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, INFRASTRUCTURE may withdraw from the contract without any cost or penalty, without prejudice to compensation for any damages suffered by INFRASTRUCTURE. The aforementioned right of withdrawal may be exercised by INFRASTRUCTURE 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 work/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 INFRASTRUCTURE within the terms under paragraph 5.6, INFRASTRUCTURE 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 INFRASTRUCTURE consents in writing to the 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. In no case can the Works be subcontracted, unless expressly authorized in writing by INFRASTRUCTURE.

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 and all documentation necessary to demonstrate compliance with the regulations governing the employment relationship, including social security regulations. The contractor must also carry out with the subcontractor the preliminary inspections provided for in these general conditions and in the "Rules for companies operating within the INFRASTRUCTURE Business Units" (hereinafter also referred to as "**NOUS**") and fulfil with the subcontractor any other obligation - including the delivery of the work area - provided for by the NOUS 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 remains the sole contractual counterparty to INFRASTRUCTURE and the Company Site Manager remains the sole contact person for INFRASTRUCTURE. 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' acknowledgement 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 NOUS, as described in article 20 below. The contractor will therefore be jointly liable with its subcontractors for their compliance with the aforementioned provisions, also with reference to Italian Legislative Decree no. 276 of 10 September 2003 as subsequently modified, integrated and updated.

## **7. INDEPENDENT ORGANISATION OF THE CONTRACTOR – PAYMENT OF PERSONNEL – COMPLIANCE AND INDEMNITY.**

7.1. The contractor will perform the order using its own independent organisation, 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 at 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 assumed directly or indirectly by the subcontractors (or associated or consortium companies).

7.3. The contractor shall provide - pursuant to and in accordance with the "Procedure for the regulation of site access and presence of contractor personnel", where applicable, and the NOUS - requests for information on the personnel used. For contracts with consortia, with companies involved in a network contract and with temporary associations of enterprise, the contractor shall provide this information in relation to the staff of each associated or consortium company.

7.4. Any relationship relating to the performance of the contract shall be exclusively between INFRASTRUCTURE's contact persons for the contract and the contractor's contact person.

The contact person for the contractor's contract - as provided for by the NOUS - is appointed as the Company Site Manager and must always be present - or duly replaced - and have the necessary powers. The name of the Company Site Manager (and any possible substitutes), his/her relationship (and that of any substitutes) with the contractor and his/her powers (and the powers of any substitutes) to perform the contract shall be specified in the "Company Site Manager Appointment" form and in the form for delivery of the work area, i.e. in the P.O.S.

In the case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract, the relationships and powers of the Company Site Manager (and any substitutes) must be indicated in the "Company Site Manager Appointment" form and in the form for delivery of the work area, i.e. in the P.O.S., not only in relation to the consortium, the agent company and the parent company, but also for each association/consortium company.

7.5. The contractor warrants to INFRASTRUCTURE the due payment to its employees of all the salaries and other ancillary items, and of any amount due as payment to any self-employed worker, including in relation to the applicable collective labour agreement for the category 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 INFRASTRUCTURE the full documentation – including in relation to the subcontractor – proving the due payment of salaries to its employees (and payments 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 personnel – employees or self-employed workers – but also to the personnel – 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 INFRASTRUCTURE becomes aware of a failure on the part of the contractor (or its subcontractors, associated companies or consortium companies) to comply with its legal obligations, the contractor hereby authorises INFRASTRUCTURE 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 INFRASTRUCTURE for the execution of the Works. The contractor also undertakes to ensure that the above requirements are implemented by the subcontractors (or associates/consortium members) for their employees. INFRASTRUCTURE 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 INFRASTRUCTURE 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 INFRASTRUCTURE 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 associates/consortium companies), particularly where INFRASTRUCTURE, 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 INFRASTRUCTURE, 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 INFRASTRUCTURE 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 will be the Production Unit, the Temporary Construction Site or other place specified in the order.

8.2. Whenever the order includes 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 perfect condition of the goods and full compliance with the delivery terms indicated in the order. Shipping risks will be borne by the contractor. Specific conditions, if any, included in the order must be complied with. In the absence of specific conditions, the most suitable means shall be used, upon preliminary communication to the Department in Charge.

8.3. The contractor must promptly notify the Department in Charge of the shipment. Each dispatch will be accompanied by a copy of the dispatch note, including the order details (supplier code, number and position), and the packing 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) as well as 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, INFRASTRUCTURE reserves, at its sole discretion, the right not to accept the goods.

8.4. INFRASTRUCTURE 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. INFRASTRUCTURE reserves the right, at its sole discretion, to take charge of any goods which have been delivered early or in excess. In this 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 loss.

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 customs restrictions. 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 where the goods are to be delivered specified in the order, to the Department in Charge and to the dispatch address of the invoices indicated in the order, containing the data necessary for the proper logistical management and any customs compliance; any additional expenses incurred by INFRASTRUCTURE 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 acknowledgement, 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 installation of the goods in a workmanlike manner.

8.10. INFRASTRUCTURE 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 nonconformity of the goods with the order, in accordance with Article 15. In such a case, the contractor must promptly remedy the nonconformity and replace the goods affected by flaws or defects, having regard to the scheduled needs of INFRASTRUCTURE's work.

8.11. In all cases where INFRASTRUCTURE 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 expenses incurred by INFRASTRUCTURE for the return of the 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 balance equipment at the place of delivery, unless otherwise specified in the order.

8.13. Any extra costs which INFRASTRUCTURE 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 damages to things or persons that may occur during implementation of the Works.

10.2. In the case referred to in the foregoing paragraph, the contractor undertakes to intervene in any proceedings for damages brought by third parties and to indemnify, defend and hold harmless INFRASTRUCTURE.

10.3. In relation to the responsibilities incumbent on the contractor, the same is obliged to deliver to INFRASTRUCTURE, 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 associates/consortium members) and suppliers.

10.4. In relation to the responsibilities incumbent on the contractor pursuant to Article 1669 of the Italian Civil Code, the same is obliged to deliver to INFRASTRUCTURE, at the time of delivery of the Works or their completion, a ten-year indemnity policy to cover the risks of total or partial ruin of the work for which the Works are intended

10.5. 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 INFRASTRUCTURE materials delivered to the contractor for processing, or for the execution of the Works, shall remain the exclusive property of INFRASTRUCTURE, even if converted and/or processed by the contractor.

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

11.3. INFRASTRUCTURE reserves the right to have its own materials, stored by the contractor, returned at any time. To this end, the contractor undertakes to provide and ensure that any subcontractors (or associates/consortium companies) provide any necessary assistance.

## **12. DELIVERY TERMS – PENALTIES.**

12.1. The delivery terms for the Works, both final and intermediate, which have been agreed and specified in the order and in any other contractual documentation, 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. If any delay exceeds four weeks from the date agreed for delivery or the other contractual obligations, INFRASTRUCTURE may declare the contract terminated in accordance with article 23 below and will be entitled to the penalties already accrued and to compensation for any further damages suffered.

### **13. SURVEILLANCE – ASSESSMENTS DURING EXECUTION.**

13.1. Also in order to verify compliance with the regulations of the Classification Body or other relevant bodies, INFRASTRUCTURE may inspect the activities of the contractor at all stages of implementation of the Works, including those of organisation, engineering, procurement, production at its workshops and/or factories and at those of its suppliers and subcontractors, (or associated/consortium companies), warehouse stocking, 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. To enable monitoring of the progress and quality of the Works required to perform the order, the contractor shall – without prejudice to any of its responsibilities therein – allow persons appointed by INFRASTRUCTURE and representatives of the customer free access to its workshops and/or factories.

13.4. The representatives referred to in Article 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. INFRASTRUCTURE 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 and in line with the best professional standards.

### **14. TESTING**

14.1. Testing shall be performed by the contractor through the entities indicated 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 relevant (private) certificate.

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 Production Units.

14.3. Persons appointed by INFRASTRUCTURE and representatives of the customer 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, INFRASTRUCTURE 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 INFRASTRUCTURE and by any of its customers 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. INFRASTRUCTURE 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. Without prejudice to the provisions of Article 1669 of the Italian Civil Code, the contractor warrants to INFRASTRUCTURE that it will perform the Works to the best professional standards, both in compliance with the 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 15 (fifteen) months of delivery of the Works by INFRASTRUCTURE to the end customer.

15.3. For the purpose of the foregoing warranty and upon specific request by INFRASTRUCTURE 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, Temporary Construction Sites 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 these 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 agreed terms, INFRASTRUCTURE shall be entitled, without prejudice to any of its other 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, INFRASTRUCTURE shall have the same rights and powers mentioned above.

15.7. Should FINCANTIERI be held accountable for the defects, regardless of when they become apparent, of a product assembled by the contractor or by its sub-tier suppliers, INFRASTRUCTURE 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 article 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. 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 notify any change in a timely manner.

17.2. All communications required under and for the purposes of paragraph 17.1, including any payment instructions, will be made by written notice on the contractor's letterhead, with the original signed 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 INFRASTRUCTURE, 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 communication of its bank details has not been made, 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) (S.A.L.) by the contractor (to be prepared on a monthly basis starting from the date of initiation of the Works), subject to ratification by the Department in Charge and its full acknowledgement by INFRASTRUCTURE and, whenever required, by the Classification Body and/or Register, by other relevant bodies and by INFRASTRUCTURE's customer.

17.6. Unless otherwise provided in the order, payment of consideration for the execution of the Works shall be made 90 (ninety) days from the submission of the invoice, subject to ratification of the document referred to in article 17.5.

17.7. The Works will be considered completed only after acknowledgement of the S.A.L. presented by the contractor certifying the full completion of the Works, by the Department in Charge and, whenever required, by the Classification Body or by other relevant bodies and by INFRASTRUCTURE's customer.

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 article 17.7 above.

17.9. In no case shall INFRASTRUCTURE 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:

FINCANTIERI INFRASTRUCTURE S.p.A.  
Via Genova, 1 - 34121 TRIESTE

18.2. The 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. The contractor in possession of a declaration of intent is required to use it by stating the following on the invoice: "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 INFRASTRUCTURE 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 order 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 company 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;
- S.A.L. 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 article 18.8, or if the sending methods provided for in article 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, INFRASTRUCTURE 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 INFRASTRUCTURE 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 PRODUCTION UNITS OR TEMPORARY CONSTRUCTION SITES.**

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 Production Units or temporary construction sites, the services will be regulated by the special provisions contained in the NOUS, annexed to the order. Acknowledgement of the order constitutes proof by the contractor that it has received a copy of the NOUS, 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 NOUS:

- paragraphs 3.1 and 3.3 ("Communications concerning Contractor 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 or in the P.S.C.),
- INFRASTRUCTURE 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 INFRASTRUCTURE, 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 article 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 validity 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 as the acceptance, the following documents:

- a) certificate of registration with the Italian Chamber of Commerce, Industry, Agriculture and Artisans, 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(1-2c) 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 keep the documentation constantly updated, to promptly inform INFRASTRUCTURE 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 INFRASTRUCTURE'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 at extortion, intimidation or conditioning of a criminal nature, in any form, also with respect to its shareholders and directors, as well as their family members.

21.5. If the contractor fails to comply promptly with the provisions of this article, INFRASTRUCTURE has the right to suspend payments and to declare the order terminated, in the manner set forth in article 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 whatsoever 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, requirements of 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 that cannot perform its obligations or benefit from the other party's performance due to a force majeure event undertakes to notify the other party (for the contractor, the Purchasing Department, the Production Unit or the relevant Temporary Construction Site), within 7 (seven) days from the occurrence of the event, with the date on which it has occurred and the date on which it is expected to cease to have effect.

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 reduce the delay to the minimum possible. In case of negligent omissions by the contractor, any additional costs which INFRASTRUCTURE may incur will be borne entirely by the contractor, without prejudice to the right to compensation for any damages suffered by INFRASTRUCTURE.

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 provision hereunder, in any case without prejudice to INFRASTRUCTURE's right to claim compensation for all the related, connected and consequent damages 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 organisation of the contractor – payment of personnel – compliance and indemnity);
- paragraph 12.2. (Termination for delay of more than four weeks);
- paragraph 20.2. (Failure to comply with NOUS);
- 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).

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 INFRASTRUCTURE's right to claim compensation for all related, connected and consequent damages incurred.

23.2. In order to declare the contract terminated, INFRASTRUCTURE 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 INFRASTRUCTURE shall request suitable guarantees from third parties to cover any advance payments, the quality and operation of the subject of the Works and performance of the guarantee obligations to which the contractor is bound as well as the obligations set forth in paragraph 7.5.

24.2. The contractor acknowledges that all guarantees issued by third parties covering the obligations set out in the order must indicate "FINCANTIERI INFRASTRUCTURE S.p.A., Via Genova 1 - 34121 Trieste, Tax code 01294560329" as beneficiary.

## **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 INFRASTRUCTURE, and ensuing from contracts relating to the Works. Any exceptions to this prohibition must be agreed with INFRASTRUCTURE from time to time in writing.

## **26. PROHIBITION OF PUBLICITY**

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

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

## **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 the 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 of 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 INFRASTRUCTURE that the goods supplied have not been and will not be produced in violation of patent rights of any kind and belonging to anyone. Should action be brought against INFRASTRUCTURE in court with regard to the infringement of industrial property rights or patents on the object of the order, it will be the contractor's obligation to intervene in the proceedings, relieving INFRASTRUCTURE from any further consequences, including financial ones.

28.2. The contractor also warrants to INFRASTRUCTURE 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 AT THE WORKPLACE**

### **29. COMPLIANCE WITH RELATED REGULATIONS AND CONTRACTUAL OBLIGATIONS**

29.1. INFRASTRUCTURE considers the protection of health and safety at the workplace and of the environment to be a primary duty. Accordingly, the contractor, by acknowledging the order, undertakes to strictly 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 NOUS that INFRASTRUCTURE has set out to implement the specific relevant regulations or otherwise in connection with specific choices made by INFRASTRUCTURE in order to safeguard health and safety at the workplace.

29.3. The above provisions are without prejudice to INFRASTRUCTURE'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 at 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 INFRASTRUCTURE 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) and Italian Legislative Decree no. 81/08.

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 or 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 or the Temporary Construction Sites (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 or to the Temporary Construction Site.

31.3. If for any reason, or also at the request of INFRASTRUCTURE, 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 are 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 INFRASTRUCTURE in advance and promptly, and in any case at least sixty (60) 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 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. or the P.O.S. delivered by the contractor entering the Production Unit or the Temporary Construction Site 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 the 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. CONTRACTUAL 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 INFRASTRUCTURE 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. INFRASTRUCTURE may request, at any time and at its sole discretion, that the contractor updates this declaration within twenty (20) 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 INFRASTRUCTURE, 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 INFRASTRUCTURE's request to update the Declaration within twenty (20) days.

#### **34. CODE OF CONDUCT AND ORGANISATIONAL, MANAGEMENT AND CONTROL MODEL**

34.1. The contractor undertakes to comply with the principles contained in the Code of Conduct and in the Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 (implementation of the 1997 OECD "Convention Combating Bribery of Foreign Public Officials in International Business Transactions") adopted by INFRASTRUCTURE, published and freely available on the website [www.fincantieri.com](http://www.fincantieri.com). If the contractor fails to do so, INFRASTRUCTURE 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 provisions of international private law and any other sources of law not expressly mentioned herein.

35.2. The Court of Trieste shall have exclusive jurisdiction 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 receivables from INFRASTRUCTURE, 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, communications addressed to INFRASTRUCTURE 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 data requested therein, will have no effect whatsoever. Consequently, any such notice will be deemed as not given and, as such, not enforceable against INFRASTRUCTURE, which will not be required to make any communication in relation thereto.