

FINCANTIERI SERVICES DOHA GENERAL CONDITIONS OF CONTRACTING (GCC) (England and Wales laws) – ed. January 2024

1. SCOPE

- 1.1. The following General Conditions of Contracting (the "**GCC**") of Fincantieri Services Doha WLL ("**FSD**") apply to the performance of works (the "**Works**") and/or services (the "**Services**") by a contractor (the "**Contractor**") in favor of FSD.
- 1.2. The GCC set forth hereunder shall form an integral part of the orders or contract (collectively the "**Order**" or the "**Contract**") awarded by FSD to the Contractor and apply to the relevant relationships unless otherwise provided in the specific conditions of the Order.
- 1.3. The GCC shall prevail over any general terms and conditions of the Contractor deviating from or supplementing the GCC. FSD will not be bound by any such deviating general terms and conditions, even if: (i) FSD does not object to them explicitly; (ii) the Contractor states that it wishes to perform only according to its general terms and conditions; or (iii) they are included in the Contractor's declaration of acceptance pursuant to clause 2.1, the delivery note or, as the case may be, the copy of the Order sent by the Contractor.
- 1.4. Each Order shall contain a description of the Services or Works to be carried out by the Contractor. Each Order must be signed by FSD's authorized representative to be valid.
- 1.5. The Contractor shall bear exclusive responsibility for the performance of all its obligations associated with its direct or indirect presence and/or with the performance of Works and Services within the territory of Qatar.
- 1.6. 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. CONCLUSION OF CONTRACT

- 2.1. FSD must receive the acceptance of the Order by the Contractor in writing within ten working days from the date of the Order.
- 2.2. The acceptance of the Order shall be duly signed by the authorized representative of the Contractor and sent by email to FSD within the above specified period. The Order shall be deemed as accepted only upon receipt by FSD of the Contractor's acceptance. The Contractor shall not commence the performance of the Order before execution in accordance to this clause and it shall perform the Order in accordance with the procedures and terms set forth in the Order.
- 2.3. The acceptance of the Order constitutes a statement or receipt of the Health and Safety Management Plan ("**HSEMP**") related to the Works and/or the Services to be carried out, and an acknowledgement and acceptance of it.

3. CONTRACTOR'S OBLIGATION, REPRESENTATION AND WARRANTIES

- 3.1. The Contractor warrants and represents that:
- 3.1.1. It possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, financial resources, and that it has available or will make available the necessary materials, labor, tools, facilities and services to perform the Works and/or the Services in an efficient, safe, workmanlike qualitatively and timely manner in accordance with the terms and conditions of the Order.
- 3.1.2. The Works and/or the Services are in compliance with the specifications and standards as defined in technical requirements of the Order and free from any manufacturing and/or design defect.
- 3.1.3. Upon their delivery, the assemblies, sub-assemblies, spare parts, components, consumables and the documentation (the "**Deliverables**") will be free from all encumbrances and there is no agreement or commitment to give or create any encumbrance over or affecting the Deliverables and no claim has been made, or is reasonably expected to be made, by any person to be entitled to any such encumbrance under applicable provisions of law or contract.
- 3.1.4. There are no existing or pending litigation(s) against the Contractor from third parties or disputes with its workforce, which may prevent the Contractor from entering into, or cause delays or stop performance under the Order.

3.2. It shall be the Contractor's responsibility to obtain or extend the necessary agreements, guarantees and warranties relating to the performance or workmanship standards of materials, equipment or services from all subcontractors, suppliers and manufacturers it engages to discharge its obligations under the Contract.

3.3. The Contractor shall provide to FSD all the documentation necessary to evidence the professionalism and the technical and professional suitability of the manpower it will rely on to perform the Works and/or the Services.

3.4. The Contractor shall comply with all local laws and regulations relating to health and safety and to the HSEMP provided by FSD as detailed in clause 22 while discharging its obligations under the Order, in order to ensure the safety and well-being of its employees. The Contractor shall ensure that all suppliers and subcontractors engaged on its behalf under the Contract comply with all applicable laws and regulations relating to health and safety matters.

3.5. The Contractor shall use effective quality control and quality assurance systems in discharging its obligations under the Contract as detailed in clause 21.

3.6. The Contractor agrees that it has taken all necessary measures, including seeking clarifications if necessary, to satisfy itself on the scope of the Order, the related inspections, project management, supervision, deliverables, procurement services if any, expertise, personnel, engineering, planning, materials, facilities, equipment and supplies required to perform the Order, and all general and local conditions especially ground, climatic, and weather conditions and other matters which may affect progress or performance of Works and Services. The Contractor declares to have performed all ascertainties necessary for the definition of the price offered and for the proper Works and/or Services implementation.

3.7. Any failure by the Contractor to take account of matters that may affect the performance of the Works and/or Services shall not relieve the Contractor from its obligations under the Order.

3.8. The Contractor shall be responsible for checking all documents and information supplied by FSD. FSD shall not be liable for any inaccuracy or insufficiency in the information available or used by the Contractor which affects the performance of the Services and/or Work except in the event that, and only in so far as, such information is supplied by FSD under the Order.

3.9. The Contractor warrants that it shall assume total responsibility for the Services and/or Works which are performed by the Contractor and any subcontractors or suppliers acting on its behalf.

3.10. Time of performance of the Works and/or Services is considered to be of the essence.

3.11. The Contractor has the authority to enter into the Order and the right to discharge all obligations under the Order without breach of any obligation to any other third party, and its performance under the Order will not breach any contract, agreement, rule, law or regulation of whatever nature.

4. PRICE

4.1. The Contractor warrants that the prices for the Work or Service are not less favorable than those currently extended to any other customer of the Contractor for the same or similar Work or Service in equal or lesser quantities.

4.2. The agreed prices are fixed prices and the Contractor may not propose subsequent claims or request price increases of any kind. If any price is omitted, the related Works or Services shall be billed at the price last quoted or paid by FSD for such Works or Services, or the prevailing market price, whichever is lower.

5. PAYMENT TERMS

5.1. The payments shall be made in instalments according to the Order, via bank transfer to the Contractor's bank account and subject to procedure referred in clause 5.2. The Contractor undertakes to promptly communicate its bank account details and to timely notify any relevant variation.

5.2. Prior to the payment of each instalment, the Contractor shall issue and submit to FSD a certificate ("**Certificate of Progress**") relevant to the portion of Services and/or of the Works duly performed for written acceptance by FSD. Payment of the instalment shall be made upon presentation by the Contractor of (i) the Certificate of Progress duly executed as above and (ii) the relevant invoice issued after acceptance of the Certificate of Progress by FSD. Unless otherwise stipulated in the Order, the payment for the execution of the Works will be made 60 (sixty) days after the submission of the invoice and the Certificate of Progress.

5.3. All notices required under and for the purposes of clause 5.1 and 5.2 will be made by written notice on the Contractor's letterhead and signed in original by its legal representative.

5.4. The Contractor may not claim for a delayed payment if such delay is caused by the following (i) the bank details are not communicated properly and timely, (ii) the invoices are irregular and/or non-compliant and/or (iii) the Certificate of Progress duly executed according to clause 5.2 above has not been presented by the Contractor.

6. INVOICING AND TAX DOCUMENTS

6.1. Invoices, credit notes and related attachments (state of progress, etc.) shall be sent to the following e-mail address:

fsd.suppliers@doha.fincantieri.com

In case the Contractor is unable to utilize email, invoices, credit notes and related attachments may be sent by post to the following address:

FINCANTIERI SERVICES DOHA W.L.L.

Al Buzwair Building

2nd Floor, C-Ring Road,

Building 199, Street 230, Zone 42

P.O. Box 32552

Doha, State of Qatar

6.2. Tax documents must be sent, with the respective attachments, to the address indicated above. The files must be submitted in PDF format and all PDF files can contain only one tax document with all its attachments, if any. Within the individual PDF file, the tax document must be located before any attachments. All taxes, duties and other fees imposed outside Qatar in connection with the execution of the Order shall be for the Contractor's account. All taxes, duties and other fees imposed in Qatar shall be at the Contractor's charge.

6.3. Each invoice shall, in addition to the other data required by law, include the following information:

- number of order (shown on the first page of the order);
- order position (only for invoices that do not fully cover the order);
- clear and understandable description of the Works;
- contractor code number (shown on the first page of the order);
- invoice code (shown on the first page of the order);
- S.O.P. number (if any).

6.4. The Contractor acknowledges that if the tax documents are incomplete or incorrect, including the information required by article 6.3, or did not comply with the provisions of article 6.2, the invoice(s) cannot be processed.

6.5. The Contractor acknowledges that, unless otherwise provided in the Order, it will not be entitled to advance payments; consequently the Contractor shall issue invoices only after acceptance of the Certificate of Progress by FSD as per the terms and procedures in these conditions and in the Order.

6.6. In case of incomplete or incorrect invoices, FSD may reject such invoices and the Contractor shall amend them in order to process the payments.

7. INCORRECT OR INCOMPLETE DOCUMENTATION.

7.1. Any costs which FSD may incur as a consequence of defects, errors and omissions in relation to the documentation submitted by the contractor (invoices, transport documents, certificates of origin, etc.) shall be borne by the Contractor.

8. FINANCIAL GUARANTEES

8.1. The Contractor shall provide a suitable guarantee from third parties to cover the advance payments, if any, or the quality, operation, and performance of the Works and/or Services which the Contractor is to provide.

9. VARIATION

9.1. FSD shall have the right to modify, amend or supplement the Order even during the performance of the Works and/or Services. The request for variations shall be notified in writing to the Contractor by FSD.

9.2. If the implementation of the variation entails 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 sent by FSD to the Contractor.

9.3. If the Contractor does not accept the variations in the performance of Works and/or Services or the different Order amount, FSD may (i) allow the Contractor to fulfill its obligations under the Order without the variation; or (ii) terminate the Contract with immediate effect without the need for a court order or arbitral award. In this case, the Contractor shall be entitled to the payment of the costs borne for the Services already performed.

10. INDEPENDENT ORGANISATION OF THE CONTRACTOR – PAYMENT OF PERSONNEL – COMPLIANCE AND INDEMNITY.

10.1. The Contractor will perform the Order using its own personnel, being solely liable for and taking full responsibility for the Order.

10.2. The Contractor shall provide all necessary information about the capability of personnel who will execute the Order.

10.3. The Contractor guarantees FSD the proper and timely payment to its employees with regard to salaries, any end of service benefits and other ancillary items. The Contractor also warrants and guarantees payment to any other subcontractor and/or self-employed worker, in compliance to the applicable local laws. 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 any relevant subcontractors.

10.4. The Contractor will be required on a monthly basis to deliver to FSD the full documentation – also in relation to the subcontractor – proving the due payment of salaries to its employees and compliance (and to any self-employed worker) and to the corresponding social security, welfare and insurance agencies.

10.5. 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 made, or if FSD 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 authorizes FSD to withhold from the payments due to it those amounts corresponding to the sums owed and not paid.

10.6. The Contractor declares that it has fully informed its own employees and has obtained their consent to having the personal data concerning them communicated to FSD for the execution of the Works. The Contractor also undertakes to verify that the aforesaid obligations have been performed by the subcontractors as for their respective employees. FSD undertakes to hold and handle this data only for a period of time strictly necessary for the implementation of the commissioned works and, in all cases, shall cancel the said information within two months following the termination of the aforementioned works, without prejudice to any legal obligations requiring their continued preservation. In this latter case FSD undertakes to guarantee the confidentiality of the said data and to refrain from processing it for purposes other than those mentioned above.

10.7. The Contractor undertakes to fully indemnify, defend and hold FSD harmless against any damages or costs suffered by the latter for contract breaches and failures to comply with obligations of law attributable to the Contractor or its subcontractor (or its associated/consortiated companies), particularly where FSD 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.

10.8. In light of the above indemnity obligation, the Contractor waives any possible future claims as to any interest (including default interest) and hereby authorizes FSD, also on a cautionary 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 authorizes FSD 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 considerations agreed to the extent of the amount already paid.

11. PLACE OF PERFORMANCE AND/OR DELIVERY AND DISPATCH

11.1. The place of construction and/or delivery of the Works and/or performance of the Services shall be specified in the Order.

11.2. Whenever the Order foresees the dispatch of Deliverables, these shall be performed at the place of execution and/or delivery of the Works and/or performance of the Services, under the care and at the expense of the Contractor and under its responsibility in order to guarantee the full integrity of the Deliverables and full compliance with the delivery terms mentioned in the Order. The dispatch risks shall be borne by the Contractor.

11.3. The Contractor shall give prompt notice to FSD of the dispatch of Deliverables. Every dispatch shall be accompanied by one copy of the dispatch note, including the references of the Order (vendor code, number and location), and the package note, with the list of the Deliverables contained and the related quantity and weight (according to the unit of measure provided for in the Order) and all additional information requested in the Order. If the dispatch note should have certain shortcomings, errors or omissions that do not allow to uniquely/precisely identify the Deliverables or to attribute them to a specific Order, FSD reserves, at its sole discretion, the right not to receive such Deliverables.

11.4. FSD will not take charge of the Deliverables delivered earlier than agreed or in a quantity exceeding that specified in the Order and any resulting expenses for storage and for proper preservation of the Deliverables shall be charged to the Contractor, along with the risk of their deterioration and/or destruction.

11.5. Contractor is responsible for organizing transport and paying duties and taxes for Deliverables as per DDP INCOTERMS 2020, unless otherwise provided in the Order.

11.6. The Deliverables must comply with applicable EU and Qatari laws and regulations.

11.7. The invoices must be accompanied by the Certificate of Origin.

11.8. Acceptance of Deliverables shall be given by FSD upon the positive outcome of the verification of the conformity of the Deliverables with the Order, of the absence of defects and, in any case, after completion of the installation, assembly and/or installation of the Deliverables.

11.9. FSD is entitled to report to the Contractor, also after reception and regardless of whether the invoices have been paid, the presence of defects or non-conformity of the Deliverables with the Order and the Contractor shall promptly remedy the non-conformity and replace the defected Deliverables.

11.10. In case of non-acceptance of Deliverables by FSD, the Contractor shall be responsible for any cost associated including the return transportation.

12. SUBCONTRACTING

12.1. The Works and/or the Services shall be carried out under the full responsibility of the Contractor and by its duly trained, informed and experienced personnel.

12.2. The Works shall not be subcontracted, unless expressly authorized in writing by FSD. Breach of this provision shall be deemed a material breach of the Order and/or these General Conditions of Contracting.

12.3. In order to obtain a preliminary authorization, the Contractor shall inform FSD the technical reasons which lead it to use subcontractors. The Contractor shall also provide the name of the subcontractor and all further data for 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 authorization shall not relieve the Contractor from any responsibilities under the Order and from applicable laws. The Contractor shall continue to be fully responsible and FSD's only contractual counterpart.

12.4. The Contractor also undertakes to ensure that all the provisions applicable to its own employees will fully apply to employees of its subcontractors. The Contractor will therefore be jointly liable with its subcontractors for their compliance with the aforementioned provisions.

13. OWNERSHIP OF MATERIALS.

13.1. Any FSD's materials delivered to the Contractor for processing or for the execution of the Works or for the performance of the Services will remain the exclusive property of FSD even if it has been modified and/or processed by the Contractor.

13.2. The Contractor shall be obliged to take the maximum care of the materials received by FSD.

13.3. FSD reserves the right to request back the materials delivered and stored by the Contractor and the Contractor shall immediately return such materials (or within the timeframe specified by FSD). For such purpose, the Contractor undertakes to provide, and ensures that its own subcontractors, if any, will provide any necessary assistance.

14. DELAY IN COMPLETION

14.1. The Contractor shall deliver to FSD all the technical documentation relating to the Works and/or the Services within the terms provided in the Order.

14.2. The date relevant to completion of the Works and/or Services, both final and intermediate, which have been agreed and specified in the Order ("**Completion Date**"), are binding.

14.3. If the Contractor fails to achieve completion by any relevant Completion Date, FSD shall have the right to impose and recover liquidated damages as follows:

14.3.1. an amount of 1% of the Order total price for each of the first two weeks of delay, or portion thereof, and

14.3.2. an amount of 2% of the Order total price for each of the subsequent weeks of delay, or portion thereof.

14.4. The Contractor acknowledges that the above-mentioned rate for liquidated damages represents a genuine pre-estimate value for loss and damage.

14.5. FSD shall calculate and notify to the Contractor the amount of liquidated damages incurred and FSD shall be entitled to deduct such liquidated damages from the subsequent payment due to the Contractor. Where the value of liquidated damages exceeds the value of payment due to the Contractor, then FSD shall be entitled to issue an invoice to the Contractor for the amount of liquidated damages, and the Contractor shall pay the relevant amount by bank transfer to the FSD's account within thirty (30) Business Days from date of receipt of invoice from the Contractor and without the need for a court order or arbitral award ordering it to affect such payment.

15. SURVEILLANCE – ASSESSMENTS – TESTING

15.1. FSD shall control and verify the performance of the activities executed by the Contractor under the Order, at all stages of the Works. FSD shall verify the implementation and/or performance of the Services, including the organization, engineering, procurement, production at its workshops and/or plants and of its suppliers and subcontractors, warehouse stocking, installation on board and testing.

15.2. In order to assess the progress and quality of the Works and/or the Services required to perform the Order, the Contractor– without prejudice to its responsibilities therein – shall allow FSD's and its final client's representatives free access to its premises and/or plants.

15.3. FSD shall have the right to carry out the tests in order to verify compliance of the Works and/or the Services with the Order conditions.

15.4. The costs for the tests as described in article 15.3 shall be borne by the Contractor.

15.5. FSD can terminate the Contract by written notice in case the execution of the Works and/or performance of the Services is not compliant to the terms and conditions of the Contract and according to the best professional standards.

15.6. Where required, testing shall be performed by the Contractor as indicated in the Order or by law, in compliance with all applicable rules, regulations and procedures. Where permitted, testing can be performed by representatives of the Contractor appointed for this purpose, who will then issue the related certificate.

15.7. The Contractor shall bear all costs related to tests, including test repetitions, required to verify compliance of material. Works and/or Services as stipulated in the Order.

16. WARRANTY

16.1. The Contractor warrants FSD that the Works and the Services will be executed in accordance with the Order and/or Contract and the best professional technical and operational standards, using the best quality for the materials will be used, processing and operation of each of its parts and of the whole set. Moreover the Contractor warrants that Works and/or Services performed (i) are designed and manufactured in a professional and workmanlike manner, (ii) are fit for any normal or agreed purpose, (iii) are free from defects in design, materials and workmanship, (iv) comply with any applicable law and (v) comply with specifications and requirements agreed on with FSD.

16.2. The warranty shall expire after 24 (twenty-four) months from the delivery of the Deliverables and/or the products in relation to which the Work and/or the Services have been performed and/or final acceptance, whichever is later.

16.3. For the purpose of the above 24 (twenty-four) month warranty, upon specific request by FSD or by its client, the Contractor shall be obliged to intervene immediately or in any case not later than 10 (ten) working days from the request at its own costs, in order to replace or repair any part of the Work and/or any Deliverable related to the Service. The time required for repairing and replacing of any part of the Work or any Deliverable related to the Service shall not in any case exceed 30 (thirty) working days from the date of the request by FSD.

16.4. The parts of the Works and/or the Deliverables related to the Services, replaced or repaired shall be covered by the above warranty for a period of 24 (twenty-four) months from the acceptance by FSD/delivery of the repaired/replaced part.

16.5. If the Contractor fails to remedy any failure, defect or deviation within the stipulated terms, FSD shall be entitled, without prejudice to any other of its right, to replace, repair or otherwise remedy the failure, defect or damage directly or through third parties, at the Contractor's expense, without further notification to the Contractor. In such case, the Contractor shall reimburse FSD all the expenses incurred by it.

16.6. Where necessary to take prompt action, even before having notified defects or deviations, FSD shall have the same rights mentioned in clause 15.5 above.

16.7. If FSD is held liable by third party because of the defectiveness of a Deliverable and/or product in relation to the Work and/or the Services performed by the Contractor, FSD shall have the right to act against the Contractor.

The Contractor obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage, if this is applicable.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. If the Deliverables, the Work or the Services provided by the Contractor are subject to patent or copyright protection, FSD shall be granted all rights of reproduction, use, operation, release, adaptation, modification or translation of the Deliverables, the Work or the Service as far as this is necessary for the purpose of the Order. The grant of rights under this Clause shall be determined.

17.2. FSD will acquire full property of the Deliverables, the Work or the Services covered by the respective Order.

18. INDEMNIFICATION

18.1. The Contractor will indemnify, defend and hold FSD harmless from and against any and all claims, demands, losses, liabilities, suits, causes of action, legal proceedings, damages, costs, and expenses (including reasonable attorney's fees), arising out of or related to: (i) any patent, trademark, copyright, trade secret or other intellectual property infringement claim relating to the names, Deliverables, materials, or packaging, supplied by the Contractor; (ii) any breach of any provision of the Order by the Contractor or of any representation or warranty made by the Contractor herein; or (iii) any injuries to or the death of any person(s), including employees of FSD or the Contractor, or the loss of or damage to the property of any person(s), caused by or resulting from the negligence of the Contractor or any of its employees, or from improper or defective Deliverables or materials, except that the Contractor shall not be liable for any such claims resulting from the sole negligence of FSD. Such indemnification obligations shall survive termination or expiration of this Order. FSD may participate in such defense to such extent as FSD in its discretion may determine. FSD shall not under any circumstances be liable to the Supplier for incidental, special, punitive or consequential damages (including without limitation lost profits).

19. LIABILITY FOR DAMAGES - INSURANCE

19.1. The Contractor is liable for all the damages to materials and/or persons that may occur during the execution of the Works and/or performance of the Services.

19.2. In the cases referred in the previous clauses, the Contractor shall be required to intervene in the proceedings initiated by the damaged third parties and to indemnify, defend and hold FSD harmless.

19.3. In relation to the liabilities borne by the Contractor under the Order, the Contractor shall deliver to FSD a suitable insurance policy from a leading insurance company, to cover civil liability for damage to third parties and/or workmen, and to installations, machinery, works and personnel associated with or otherwise relating to the implementation of Works and/or performance of the Services. The insurance shall be taken out with a reasonable minimum ceiling for damage to persons and for damage to things. The insurance policy by the Contractor shall cover the entire duration of the effectiveness of the Order and shall, without reservation, cover damage caused by its subcontractors or suppliers.

The insurance shall expressly cover gross negligence of the insured party and gross negligence or willful misconduct of individuals which the contractor is liable for, pursuant to the law, or to the terms of these conditions or of the Order.

20. TERMINATION

20.1. Without prejudice to any other termination right of FSD under the applicable law or under the GCC and to any other rights and remedies, FSD may terminate forthwith, without liability, the whole or part of the Contract by written notice to the Contractor and without the need for a court order or arbitral award in the following cases:

- 20.1.1. the Contractor is in material breach of this Agreement or any other agreement with FSD; or
- 20.1.2. the Contractor does not commence the Works/Services as per the schedule indicated in the Order, fails to progress as per the Order, or is otherwise in delay and fails to provide remedies that delivery of the Work and/or the performance of the Services in accordance with the Order will occur as per the Order; or
- 20.1.3. in the event of the Contractor's bankruptcy, insolvency, liquidation, appointment of receiver (or analogous occurrence).

20.2. Effect of Termination

- 20.2.1. Upon receipt of FSD's termination notice, the Contractor shall immediately interrupt the Works and/or Services affected by the termination.

- 20.2.2. Upon FSD's request and at the Contractor's costs, the Contractor shall: (i) promptly handover to FSD any or all portions of the Works or Services whether or not completed; (ii) assign to FSD (at FSD's discretion) all subcontracts and vendor contracts relating to the performance of the Contract to the extent possible; (iii) secure the site and (iv) do and procure all things necessary to vest and secure FSD's good title in the Work or Services.
- 20.2.3. The Contractor shall promptly upon FSD's request compensate FSD for all costs, expenses, damage and loss incurred by FSD as a result of or in connection with the termination for the Contractor's default, including: (i) all costs and expenses incurred to complete the Work/Services, or have it completed by third parties; (ii) any damages and losses suffered by FSD in the event that the Work or Services fails to comply with the terms of the Contract.
- 20.2.4. FSD will compensate the Contractor for the parts of the Works or Services taken over by FSD, for an amount equal to the value of the same as determined by FSD less the amount of FSD's prepayments, if any.

21. QUALITY

- 21.1. The Contractor and his subcontractors shall comply with all applicable rules in relation to quality standards. The quality assurance system applied shall be documented in the Quality Management Plan subject to the Contractor's review and approval.
- 21.2. FSD's representatives, his consultant and/or personnel authorized by him and/or representatives of public authorities shall have the right to undertake audits and verification of the Contractor's and any subcontractors' quality assurance. They may access all business premises at all times during the regular business hours in which work and services are carried out by the Contractor and/or its subcontractors for FSD, irrespective of these are business premises of the Contractor or of its subcontractors and may inspect all applicable and Order related documents for auditing purposes or to verify legal requirements.

22. ENVIRONMENT, HEALTH AND SAFETY

- 22.1. FSD considers its primary duty to protect health and safety at the workplace and to protect the environment. In light of the above the Contractor, by accepting the Order, undertakes to strictly comply with the Health and Safety Management Plan (HSEMP) provided by FSD. The Contractor warrants and guarantees that it shall comply with any applicable laws and regulations, including but not limited to the following and any amendments, resolutions or decrees issued pursuant thereto:
- (a) Qatar Construction Specifications – QCS,
 - (b) Qatar Law No.14 of the Year 2004;
 - (c) Qatar Traffic Law No. 19 of the Year 2007,
 - (d) Environmental Protection Law No. 30 of the Year 2002 and Decision No. (4) for the year 2005 by issuing the executive regulations of Environmental Protection Law,
 - (e) Civil Defence Law No. 9 of the Year 2012,
 - (f) CDD (Department of Civil Defence) – Fire Safety Handbook;
 - (g) Worker Rights Booklet (National Human Rights Committee); and
 - (h) Law No. 21 of 2015 Regulating the Entry, Exit and Residence of Expatriates.
- 22.2. References to laws and regulations of any type shall be deemed to refer to the provisions of such laws and regulations in force at the time of their application. Any failure by the Contractor to obtain copies of the applicable laws shall not relieve them from any responsibilities or obligation under the Contract.
- 22.3. The Contractor shall implement an Occupational Health and Safety Management System (OHSMS), meeting at least the requirements of ISO 45001. The Contractor shall provide FSD with the following (when applicable):
- (a) Safe plant and equipment;
 - (b) Safe means of handling, transporting and storage of articles and substances;
 - (c) Adequate training, instruction, information and supervision;
 - (d) A safe place of work with safe access to and egress from the place of work;
 - (e) A safe and healthy environment; and
 - (f) Adequate welfare facilities.
- 22.4. The Contractor shall act in such a manner as to prevent injury to persons or damage to property. The Contractor shall take precautions for protection against risks and shall inspect Occupational Health and Safety conditions where the Works have to be executed and/or the Services have to be performed.

22.5. The Contractor shall conform to all acts, orders and regulations made by any official authority with respect to Occupational Health and Safety. The Contractor acknowledges that Occupational Health and Safety (OHS) shall be treated with high importance at all stages of the Contract and the price for the Work and/or Services includes the execution programme for the provision and the implementation of an Occupational Health and Safety Policy and Plan to ensure the highest standards are enforced throughout the execution of the Work and/or the performance of the Services.

22.6. The Contractor shall ensure that its personnel comply with all requirements of applicable legislation. Compliance with the standards shall be considered as a minimum requirement and Contractor shall establish additional arrangements as circumstances may require.

22.7. The Contractor's authorized representative shall be responsible for all Occupational Health and Safety matters during the execution of the Work and/or the performance of the Services. The Contractor's authorized representative shall ensure that an effective Occupational Health and Safety management organization is maintained at all times to undertake the duties to comply with this requirement.

22.8. Breach of these provisions shall be deemed a material breach of the Order and/or these General Conditions of Contracting. The above without prejudice to FSD's right to take action against Contractor breaching the provisions of this clause and of the documents mentioned herein.

23. CONFIDENTIALITY

23.1. Any Order and any related correspondence, information or document shall be treated confidentially. The Contractor furthermore shall keep confidential all commercial and technical information and documents, which become known through the business relationship, and which are not generally known. The Contractor shall use the information received exclusively for providing the Works and/or Services under the Order. Drawings, models, samples, and similar objects shall not be submitted or made available to unauthorized third parties. Duplicating such objects is permitted only within the limits of copyright provisions and to the extent required in order to fulfill the obligations incumbent upon the Contractor. Any subcontractors shall be bound to confidentiality accordingly. It is moreover expressly agreed that the Contractor shall not use the name of Fincantieri S.p.A. or any company of the Fincantieri Group (hereinafter "FINCANTIERI") nor its clients for any advertising or publicity purposes (e.g. by mentioning FINCANTIERI or its clients in any customer lists) without FINCANTIERI prior written consent. The final client of FINCANTIERI/FSD may request and have direct access to the previous mentioned information contained in this article. Breach of this provisions by the Contractor shall be deemed a material breach of the Order.

24. PROHIBITION OF PUBLICITY.

24.1. The Contractor shall not engage in any form of publicity making reference to the Works and/or Services.

24.2. Notwithstanding the foregoing prohibition and at its sole discretion FSD may authorize special forms of publicity in a form to be indicated by FSD.

25. FORCE MAJEURE

25.1. For the purposes of this clause 25, a "**Force Majeure Event**" shall mean an event which prevents and makes it impossible for a party to discharge its obligations under this Contract. Force Majeure Event does not extend to circumstances, which make it onerous or too difficult for a party to continue executing the obligations under the Contract.

25.2. A Force Majeure Event includes wars, revolutions, sabotage, epidemics, explosions, fires and natural disasters.

25.3. Where FSD is unable to fulfill its obligations under this Contract due to a Force Majeure Event, the delivery terms/completion dates shall be extended for a period corresponding to the time lost due to the aforementioned Force Majeure Events.

25.4. Notwithstanding the provisions set out in this Contract, the Contractor shall be solely at risk, liable and responsible for any losses or damages suffered as a result of any Force Majeure Event to the maximum extent permitted under Qatari law, unless FSD agrees in writing otherwise.

25.5. The party who cannot perform its obligations due to a Force Majeure Event shall notify in writing to the other party, within 3 (three) working 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.

25.6. Should the occurrence of a Force Majeure Event delay the progress of other works already scheduled in connection to the Works, the Contractor shall take all action and apply all remedies necessary to minimize such

delay to any extent possible. In the event of negligent omissions by the Contractor, any additional costs which FSD may incur shall be entirely charged to the Contractor, without prejudice to the right to compensation for any damages suffered by FSD.

25.7. Should the Force Majeure Event continue for more than 30 (thirty) days, both Parties shall negotiate amicably a solution. If no amicable agreement is reached within 30 (thirty) days, FSD shall be entitled to terminate the Contract without the need for a court order or arbitral award, by written notice to the Contractor, but without prejudice to FSD's right to claim compensation from the Contractor for the damages suffered as a result of the Force Majeure Event. In this case, clauses 20.2.1 and 20.2.2 shall apply.

26. SUSPENSION

26.1. FSD may at any time instruct the Contractor to suspend the performance of Works and/or Services or portion thereof by giving notice to the Contractor. In such case, the Supplier shall: (i) discontinue performance of the Order to the extent specified in the suspension notice, (ii) other than to the extent required in the suspension notice, place no further orders or subcontracts with respect to the suspended part of the Works and/or Services, (iii) take all other reasonable steps to minimize costs associated with the suspension. Except where FSD has suspended the Order due to the Supplier's breach and/or Force Majeure, if and to the extent that the suspension exceeds 30 days, FSD shall reimburse the Contractor for the direct costs (excluding any profit) attributable to the suspension which are incurred during the suspension period, provided that the same are reasonable and properly documented in writing by the Contractor. The Contractor shall be entitled to no other payment or compensation during the period of the suspension or because of the suspension. Except as expressly provided in this Clause 26, any suspension in the performance of Works and/or Services by the Contractor shall be deemed a willful breach of the Order and/or these GCCs.

27. APPLICABLE LAW AND DISPUTE RESOLUTION

27.1. These Terms and Conditions shall be governed by the laws of England and Wales, excluding any other sources of law not expressly mentioned herein.

27.2. All disputes between the Parties concerning the formation, existence, validity, performance, interpretation or termination of these General Conditions Of Contracting or any Order or Contract or otherwise arising out of or in connection with these General Conditions Of Contracting or any Order or Contract in any manner whatsoever shall be finally settled by one arbitrator appointed by the International Chamber of Commerce. The seat of the arbitration shall be London. The arbitration shall be conducted in the English language, under and in accordance with these GCC as the arbitrator may determine. The arbitration award shall also be in the English language and shall be final and binding upon the Parties and not subject to appeal to or review by any court or in any other manner whatsoever.

27.3. Unless the Order has already been suspended and/or terminated pursuant to the appropriate provisions, the Contractor shall proceed with the execution of all its obligations under the Order during and notwithstanding any dispute resolution and/or arbitration proceedings or litigation.

28. NOTICES AND COMMUNICATIONS

28.1. Any communication dealing with the day-to-day business between the Parties can be made by electronic mail.

28.2. Any notice to be given to either party under the Order shall be in writing and shall be served by delivering it by hand, or sending it by courier, post or facsimile to the respective addresses stated in the Order. Any such notice shall be deemed to have been given:

- 28.2.1. on the date of delivery or refusal to accept delivery if delivered by hand;
- 28.2.2. on the first business day in the country of the receiving party after dispatch if sent by facsimile;
- 28.2.3. on the date of delivery if sent by courier or post.

29. CONTRACT AMENDMENTS

29.1. Any amendment to these conditions and to the specific order conditions must be in writing and signed both by FSD and by the Contractor or will otherwise be null and void.

30. CONFLICTS OF INTEREST

30.1. The Contractor will provide the "Contractor's declaration on conflict of interest" (the "**Declaration**") and update it in case it was incomplete or required changes due to supervening events. FSD may request, at any time

and at its sole discretion, that the contractor updates such 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 anticipated to the e-mail address indicated in the order.

30.2. The Contractor acknowledges and recognizes that FSDI, without prejudice to the right to compensation for damages suffered by the latter, shall be entitled to declare the orders terminated, pursuant to article 20 of these conditions, if:

- the Declaration and the updates referred to in article 30.1 are incomplete or incorrect;
- the Contractor fails to promptly communicate any mandatory updates to the Declaration;
- the Contractor fails to comply with FSD request to update the Declaration within twenty (20) days.

31. SANCTIONS, ANTI-BRIBERY AND ANTI-CORRUPTION

31.1. The Contractor shall comply with all applicable laws and regulations relating to international sanctions, anti-bribery and anti-corruption, including but not limited to Qatari laws and such laws of the countries in which the Contractor has operations and of the countries where FSD and its affiliates have operations and shall not engage in any activity, practice or conduct that would constitute an offence under any applicable laws. The Contractor shall have and maintain in place throughout the term of this Contract its own policies and procedures to ensure that it and any of its employees, agents, suppliers and sub-contractors, who provide services under, or in connection with, the Order and/or these GCC, comply with international sanctions, anti-bribery and anti-corruption laws and regulations and will enforce them where appropriate. Any breach of, or noncompliance with, any undertakings under this provision shall be reported by the Contractor to the FSD as soon as it becomes aware of such occurrence. Breach of this provision shall be deemed a material breach of the Order and/or these GCC.

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

32.1. The Contractor undertakes to comply with the principles of the Code of Conduct and the Organizational, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 (implementing the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) adopted by FINCANTIERI, published and publicly available on the website www.fincantieri.com. In case of breach of the above by the Contractor, FSD may declare the Order as terminated pursuant to article 20, without prejudice to any other action that FSD may take before any judicial authorities.

33. MISCELLANEOUS

33.1. The Contractor and its employees and representatives shall perform their duties in respect of the execution of the Order with utmost care and diligence. They shall comply with applicable Qatari laws and all other applicable laws.

33.2. The Contractor may not assign or transfer the contract for the Works, unless FSD consents in writing to such assignment or transfer hereof.

33.3. In the event any one or more of the provisions of these GCC shall be held to be void, illegal or unenforceable in any respect, such voidance, illegality or unenforceability shall not affect any other provisions hereof.

33.4. The rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available. No failure or delay in exercising any right or remedy under these GCC operates as a waiver or estoppel of any right, remedy, or condition.

33.5. The headings are for convenience only and do not affect this GCC's construction or interpretation. No modification or waiver of these GCC shall bind either party unless signed by its authorized representatives.