

FINCANTIERI SI S.p.A.

Registered office Via Genova, 1 – 34121 Trieste (Italy) Paid-up Share Capital: €500,000
TAX CODE/VAT NO. 01258710324

GENERAL SI CONTRACT CONDITIONS
(CGAP SI ed. September 2020)

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TITLE I – EXECUTION AND PERFORMANCE OF THE CONTRACT

1. INTRODUCTION AND DEFINITIONS

1.1. The general contract terms and conditions set forth hereunder form an integral part of orders awarded by FINCANTIERI SI 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 available for consultation at:

<https://www.fincantieri.com/it/gruppo/controllate-collegate/fincantieri-si/>.

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.

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

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

“**Purchasing Department**”: the purchasing department of FINCANTIERI SI which has issued the order.

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

“Contractor”: a natural or legal person or group of such persons with whom FINCANTIERI SI concludes works, service or supply contracts.

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

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

“Production Unit”: headquarters, directorates, offices, factories and other places of which FINCANTIERI SI has the use.

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

2. CONTRACT PROCEDURES AND TERMS OF EXECUTION.

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

2.2. Unless otherwise specified, the order must be accepted by the contractor within 20 (twenty) days from the date of the order itself by returning to the Purchasing Department a copy of the order (or of the acceptance form) and of the technical documentation duly signed on each page or by signing the electronic order by digital signature. The contract between FINCANTIERI SI and the contractor will be deemed as executed only upon receipt by FINCANTIERI SI of such documents. The acceptance of the order constitutes a statement or receipt of the D.U.V.R.I. from the Production Unit where the works are to be carried out, and an acknowledgement that it has been read. The contractor shall not initiate performance of the contract before having returned to FINCANTIERI SI the duly signed order, including the footer section relating to the specific acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code, according to the procedures and terms set forth in these terms and conditions or specified in the order.

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

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

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

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

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

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

3. INSPECTIONS.

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

4. VARIATION OF WORKS.

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

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

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

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

5. TECHNICAL AND PROFESSIONAL SUITABILITY AND INTUITUS PERSONAE.

5.1. The contractor acknowledges and agrees that FINCANTIERI SI 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 on the requirements needed for inclusion on the company's "List of Approved Suppliers", if required.

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

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

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

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

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

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

6. PROHIBITION AGAINST SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT.

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

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

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

6.4. Any authorization to subcontracting will only be issued by the managers of the Production Units before commencement of any work. In order to obtain such a preliminary authorization, the contractor shall highlight to the managers of the Production Units the technical reasons leading to the need to use subcontractors. The contractor shall also provide the name of the subcontractor and all further data for its identification, the list of the personnel employed, all documentation necessary for evaluating the technical/professional suitability of the subcontractor, all documentation necessary to demonstrate compliance with the regulations governing the employment relationship, including social security regulations. The contractor shall also carry out the preliminary inspections with the subcontractor and carry out with the latter any other fulfilment - including the delivery of the work area - in compliance with the instructions and/or provisions of FINCANTIERI SI and/or those applicable to Fincantieri SI itself. The authorization shall not relieve the contractor from any responsibilities arising from applicable laws and from the contract between the parties. The contractor shall continue to be FINCANTIERI SI's only contractual counterpart and the contractor's Works Manager will continue to be the only contact person for FINCANTIERI SI. The authorization to subcontracting will be formally sent to the contractor.

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

7. INDEPENDENT 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 to the temporary association/consortium/network for all the obligations under the order) the company representing the association, the consortium or the parent company, which will in any case remain fully liable for all the obligations under the order, including those taken directly or indirectly by the subcontractors (or associated or consortium companies).

7.3. The contractor shall provide any information requested by FINCANTIERI SI about the personnel employed. In case of contract with consortia, with companies involved in a network contract and with temporary associations of enterprises, the contractor shall provide such information in relation to the staff of each associated or consortium company.

7.4. Any and all relationships regarding the performance of the contract will only be between the contact persons of FINCANTIERI SI for the contract and the contractor’s contact person. The contact person of the contractor is appointed as Works Manager and shall always be present – or duly substituted – and shall have all the necessary powers. The name of the Supervisors (and of his possible substitutes), his/her relationship (and the relationship of his/her possible substitutes) with the contractor and his/her powers (and the powers of his/her possible substitutes) to perform the contract shall be specified in the “Supervisor Appointment” (Nomina Responsabile Lavori) form and in the form for delivery of the work area. In the case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract, in the “Works Manager Appointment” module and in the module for delivery of the work area, the relationships and powers of the Works Manager (and any substitutes) must be indicated, not only in relation to the consortium, the agent company and the parent company, but also to each association/consortium companies.

7.5. The contractor warrants to FINCANTIERI SI the due payment to its employees of all the salaries and other ancillary items, and of any amount due as salaries for any self-employed worker, including in relation to the applicable collective labour agreement for the sector and the relevant applicable legislation. A similar guarantee shall be given in relation to the proper and due payment of social security, welfare and insurance contributions provided for by applicable laws to both employees and self-employed workers. These guarantees will be provided by the contractor also in relation to the subcontractor.

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

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

7.8. The contractor undertakes to fully indemnify, defend and hold FINCANTIERI SI 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 sub-contractor (or associates/consortium companies), particularly where FINCANTIERI SI, 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.

7.9. In light of the above indemnity obligation, the contractor waives any possible future claims as to any interest (including default interest) and hereby authorises FINCANTIERI SI, 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 sub-contractor, (or its associated/consortium companies), and also authorises FINCANTIERI SI 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 construction and/or delivery of the Works shall be the Production Unit or other place specified in the order.

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

8.3. The contractor shall give prompt notice of the dispatch to the Department in Charge. Each dispatch will be accompanied by one copy of the dispatch note, including the order details order (supplier code, number and position), and the package note, with the list of the goods contained (including the FINCANTIERI SI Material Code) and the related quantity and weight (according to the unit of measure set out in the order) and all additional indications set out in the order. Should the dispatch note have certain shortcomings, errors or omissions that do not allow the unique/precise identification of the goods or their attribution to a specific order, FINCANTIERI SI reserves, at its sole discretion, the right not to take charge of such goods.

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

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

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

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

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

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

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

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

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

8.13. Any extra costs which FINCANTIERI SI 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 - INSURANCE.

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

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

10.3. In relation to the responsibilities incumbent on the contractor, the contractor is obliged to deliver to FINCANTIERI SI, at the latest at the time of acceptance of the order and/or delivery of the Works, suitable insurance policies taken out with a leading insurance company. Such insurance must be taken out in compliance with the requirements set out in the Annex "*Insurance Coverage for Fincantieri SI Contractors*".

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 general contractual terms and conditions of Fincantieri SI.

11 FINCANTIERI SI MATERIALS

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

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

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

12. DELIVERY TERMS – PENALTIES

12.1. The delivery terms of the Works, both final and intermediate, which have been agreed and specified in the order and in any other contractual 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 itself. If any delay exceeds four weeks from the date agreed for delivery or the other contractual obligations, FINCANTIERI SI may declare the contract terminated in accordance with Section 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 and/or Register or other relevant bodies, FINCANTIERI SI may investigate the activities of the contractor at all stages of implementing the Works, including those of organisation, engineering, procurement, production at its workshops and/or factories and at those of its suppliers and sub-contractors, (or associated/consortium companies), warehouse stocking, installation on-board and testing.

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

13.3. In order to assess the progress and quality of the Works required to perform the order, the contractor shall – without prejudice to its responsibilities therein – allow persons appointed by FINCANTIERI SI 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. FINCANTIERI SI retains the right to terminate the contract in accordance with Article 1662 of the Italian Civil Code if it concludes that the execution of the Works is not proceeding according to the terms and conditions of the contract according to the best professional standards.

14. TESTING

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

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

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

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

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

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

15. WARRANTY

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

15.2. The above warranty will expire after 15 (fifteen) months of delivery of the Works by FINCANTIERI SI to the end customer.

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

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

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

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

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

16. PRICES

16.1. Notwithstanding the stipulations of Section 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 timely notify any relevant variation.

17.2. All notices required under and for the purposes of paragraph 17.1, including any payment instructions, will be made by written notice on the contractor's letterhead, signed in original by its legal representative. The notice will clearly indicate the stamped or written name and surname of the signatory close to the signature and his/her qualification as legal representative. Any notice made other than in the manner and form established herein will have no effect whatsoever. Consequently, any such notice will be deemed as not given and, as such, not enforceable against FINCANTIERI SI, which will not be required to make any communication in relation thereto.

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

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

17.5. The Works progress stages will be considered as reached only after the presentation of the "State of Progress of Works" report (Stato d'Avanzamento dei Lavori) (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 acceptance by FINCANTIERI SI and, whenever required, by the Classification Body and/or Register, by other relevant bodies and by FINCANTIERI SI's customer.

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

17.7. The Works will be considered completed only after acceptance 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 and/or Register, by other relevant bodies and by FINCANTIERI SI'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. Any delay in payment due to irregularities and/or non-compliance of invoices or to delays in issuing or sending them by the contractor will in no event be attributable to FINCANTIERI SI.

17.10 It is understood between the Parties that FINCANTIERI SI may at any time offset any debts owed by the contractor to FINCANTIERI SI, including any penalties due, with any debts owed by FINCANTIERI SI to the contractor (in both cases, irrespective of the security from which the debt arose and of whether such liabilities are certain, liquid or payable), in accordance with Article 1252 of the Italian Civil Code.

18. INVOICING

18.1. Invoicing will take place according to the intervals indicated in the order. The invoice must indicate the order number in relation to which it was issued; each invoice must refer to one individual order.

18.2. With reference to Italian suppliers, invoices must be issued in the electronic invoice format (XML) and sent via the Interchange System (SDI). Invoices and change notes should be sent using the Sending Format set forth for invoicing between individuals or B2B, which includes a 7-character "0000000" Consignee Code. For delivery of electronic invoices, it is sufficient to include the correct Consignee Code 0000000 and the VAT number 01258710324. The SDI will forward the document to the electronic address communicated by FINCANTIERI SI using the "registration service" rather than any other address which may be indicated in the electronic invoice. For further details, please refer to the relevant page on the FINCANTIERI SI website <https://www.fincantieri.com/it/suppliers/centro-servizi-amministrativi/fatturazione-elettronica/>. Should an invoice be issued using a method other than that required by law (e.g. paper form), the invoice - by express legal provision - will be considered not issued.

18.3. With reference to suppliers with registered offices abroad, invoices, credit notes and related attachments should be sent to the following e-mail address: SI.fornitori@fincantieri.it. If it is not possible to use e-mails, any invoices, credit notes and related attachments may be sent by post to the following address: FINCANTIERI SI S.p.A., Casella Postale n. 307 – 34074 Monfalcone (GO).

18.4. Any costs which FINCANTIERI SI S.P.A. may incur as a consequence of defects, errors or omissions in relation to the documentation submitted by the supplier (invoices, transport documents, certificates of origin, etc.) will be borne by the supplier.

19. INCORRECT OR INCOMPLETE DOCUMENTATION

19.1. Any costs which FINCANTIERI SI 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 (fifty) may be charged as a reimbursement of the related management costs for each transport document which is incomplete or that has been filled out incorrectly.

20. WORKS TO BE PERFORMED WITHIN THE PRODUCTION UNITS.

20.1. Should the services referred to in the contract relating to the Works be carried out for technical reasons or due to the particular nature of the processing, even occasionally, within the Production Units or at third-party production sites, they will be regulated by directives and/or provisions of FINCANTIERI SI and/or those applicable to Fincantieri SI itself. The acceptance of the order therefore constitutes proof that the contractor has read and/or received a copy of the aforesaid directives and/or provisions and that they are fully, unconditionally accepted.

20.2. In case of non-compliance with the aforementioned directives and/or provisions, and in particular breach of the communication obligations relating to the Company's personnel and/or compliance with safety regulations, with particular regard to non-compliance with the provisions contained in the D.U.V.R.I. (Interference Risk Assessment Document), FINCANTIERI SI shall have the right to declare the contract terminated in the manner described in paragraph 23.2 below, in any case without prejudice to the right to compensation for damages suffered by FINCANTIERI SI.

21. CONTRACTUAL DOCUMENTATION – ANTI-MAFIA CERTIFICATION

21.1. The contractor acknowledges and agrees that FINCANTIERI SI, 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 the so-called “*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 effectiveness of orders for more than EUR 150,000.00 (one hundred fifty thousand) is subject, among other things, to the contractor sending to the Purchasing Department, at the same time of acceptance, the following documents:

- a) certificate of registration with the Italian Chamber of Commerce, Industry, Agriculture and Artisanry, 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 maintain the documentation constantly updated, to promptly inform FINCANTIERI SI about any changes regarding the documentation referred to in points a) and b), and to resubmit the documents within the deadline set for the documentation already in FINCANTIERI SI's possession and in any case after 6 (six) months from receipt of the order by the contractor.

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

21.5. If the contractor fails to comply promptly with the provisions of this article, FINCANTIERI SI has the right to suspend payments and to declare the order terminated, in the manner set forth in Section 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 who cannot perform its obligations or who may not benefit from the other party's performance due to a force majeure event undertakes to notify to the other party (for the contractor, to the Purchasing Department and the relevant Production Unit), within 7 (seven) days from the occurrence of said event, the date on which it has occurred and the date on which it presumably shall cease its effects.

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

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 FINCANTIERI SI's right to claim compensation for all the related, connected and consequent damages it incurred:

- Paragraph 5.6 (Failure to notify in advance any change in the entities involved in forms of association such as temporary associations of enterprises, consortia or companies involved in a network contract);
- paragraph 6.1. (Prohibition against assignment of the contract);
- paragraph 6.3. (Prohibition against subcontracting);
- article 7. (Independent 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 directives and/or provisions);
- 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);
- Section 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 FINCANTIERI SI's right to claim compensation for all related, connected and consequent damages incurred.

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

24. FINANCIAL GUARANTEES

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

24.2. The contractor acknowledges that all guarantees issued by third parties covering the obligations set out in the order must indicate "FINCANTIERI SI S.p.A., Via Genova 1 - 34121 Trieste, Tax code 01258710324" 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 FINCANTIERI SI, and ensuing from contracts relating to the Works. Any exceptions to this prohibition must be agreed with FINCANTIERI SI at any given time in writing.

26. PROHIBITION OF PUBLICITY

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

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

27. CONFIDENTIALITY

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

28. PATENTS

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

28.2. The contractor also warrants to FINCANTIERI SI 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. FINCANTIERI SI considers its primary duty to safeguard health and safety in the workplace and to protect the environment. In light of the above, the contractor, by accepting 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 that FINCANTIERI SI has set out pursuant to the specific relevant regulations or otherwise in connection with specific choices made by FINCANTIERI SI in order to safeguard health and safety in the workplace.

29.3. The above provisions are without prejudice to FINCANTIERI SI'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/ PREPARATIONS/ PRODUCTS/ MATERIALS

31.1. The contractor expressly warrants to FINCANTIERI SI 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 preparations classified as chemicals by applicable law or that, although not classified as hazardous, may pose a risk because of their chemical-physical, chemical, chemical-technological characteristics – must be provided together with a list of the products and materials containing chemicals that make up the subject of the order and/or that will be used at the Production Units (directly or through any subcontractors) and the related safety data sheets prepared in accordance with applicable regulations. The safety data sheets must be delivered or sent in electronic form to the Production Unit.

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

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

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

TITLE III – FINAL PROVISIONS

32. 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 FINCANTIERI SI and by the contractor, or will otherwise be null and void.

33. CONFLICTS OF INTEREST

33.1. The contractor shall provide the *"Supplier's declaration of the absence of conflicts of interest"* (henceforth the "Declaration") and update it should it be incomplete or require changes due to intervening events. FINCANTIERI SI 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.

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

- the Declaration and the updates referred to in paragraph 33.1 are incomplete or incorrect;
- the contractor fails to promptly communicate any mandatory updates to the Declaration;
- the contractor fails to comply with FINCANTIERI SI'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 231/2001 (implementation of the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) adopted by Fincantieri SI, published and freely consultable at the following Internet address <https://www.fincantieri.com/it/gruppo/controllate-collegate/fincantieri-si/>.

In case of default in this sense by the contractor, FINCANTIERI SI shall have the right to declare the order terminated pursuant to Section 23.2 of these terms and conditions, without prejudice to any other action before the Judicial Authority.

35. PROCESSING OF PERSONAL DATA

35.1. Personal data processing will be performed in accordance with the principles and obligations set forth in current regulations on the protection of personal data and, in particular, Regulation (EU) 2016/679 (hereinafter, also the "GDPR"), Italian Legislative Decree 196/2003 as amended by Italian Legislative Decree no. 101 of 10 August 2018 and any other legislation on the processing of personal data in force and/or which may subsequently be issued, as well as in compliance with the measures issued by the Italian Data Protection Authority and the European Data Protection Board (hereinafter, the "Privacy Legislation").

35.2. With reference to the personal data of employees and/or partners of the other party, of which each party will become aware or in any case will process within and for the purpose of conclusion and execution of the contract, the parties undertake to process such data in compliance with the Privacy Legislation.

In particular, the parties acknowledge that each of them assumes the status of independent Data Controller and to this end they mutually undertake to: i) restrict the processing of personal data to the above mentioned purpose only; ii) make personal data accessible to authorised employees and collaborators only insofar as is strictly necessary; iii) store personal data in compliance with the principles of proportionality and necessity and, in any case, until the processing purpose has been pursued; iv) warrant the exercise of the rights granted to data subjects under Articles 12 *et seq.* of the GDPR, with particular reference to the rights inherent to the disclosure obligations; v) implement all technical and organisational measures to ensure a level of security appropriate to the risk according to the parameters established by European privacy legislation (Articles 32-35 of the GDPR).

35.3. The contractor acknowledges that it has received the information with the contents set forth in Articles 13 and 14 of the GDPR from FINCANTIERI SI and undertakes to submit it to its employees and/or consultants and/or all natural persons whose personal data may be processed by FINCANTIERI SI in the execution of this contract, assuming all responsibility and/or indemnifying FINCANTIERI SI from any damaging consequences deriving from non-compliance with this clause. The contractor also undertakes to ensure that this is also done by any subcontractors (or associates/consortium members) for their employees and/or consultants.

FINCANTIERI SI undertakes to maintain and process the contractor's personal data and that of any subcontractors (or associate/consortium companies) for the purpose and for the time strictly necessary for the execution of the contract, without prejudice to legal obligations that set out a different storage period.

35.4. Any appointment as Data Processor pursuant to Article 28 of the GDPR will be made by signing the deed of appointment as per Annex no. [●].

35.5 In order to ensure an adequate level of protection of personal data, where data processing is conducted by a contractor located in countries outside the European Economic Area (EEA), the Parties hereby establish that they will use the Standard Contractual Clauses adopted by the European Commission pursuant to Directive 95/46/EC, as well as any other contractual instrument or protection measure that may be identified by the Italian Data Protection Authority.

35.6 In case of breach of the obligations under this article by the contractor, FINCANTIERI SI shall be entitled to declare the order terminated in accordance with Section 20.2 of these terms and conditions, without prejudice to any other action before the Judicial Authority.

36. APPLICABLE LAW – JURISDICTION

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

36.2. 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 credits due to FINCANTIERI SI, 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.

37. NOTICES

37.1. Unless otherwise specified, notices addressed to FINCANTIERI SI 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.

37.2. Any notice made other than in compliance with paragraph 37.1, or without the information requested therein, will have no effect whatsoever. Consequently, any such notice will be deemed as not given and, as such, not enforceable against FINCANTIERI SI, which will not be required to make any communication in relation thereto.