



evolving integration

## SEANERGY A MARINE INTERIORS COMPANY SRL

Registered office Via Segaluzza 30/E – 33170 PORDENONE (Italy); Paid-up Share Capital: 50.000,00 Euro; TAX CODE & VAT NO. 01840900938

### GENERAL CONDITIONS OF PURCHASE

(ed. November 2019)

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#### **1. INTRODUCTION AND DEFINITIONS.**

1.1. The general conditions of purchase set forth hereunder are an integral part of the orders awarded by SEANERGY to the supplier and apply to the relevant relationships unless otherwise provided in the specific conditions of the order.

1.2. For the purpose of these conditions and the specific conditions of the order, the terms hereunder, regardless of whether in singular or plural form, shall have the following meaning:

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

**“SEANERGY”**: SEANERGY A MARINE INTERIORS COMPANY SRL;

**“Purchasing Department”**: the purchasing department of SEANERGY local unit which has issued the order.

**“Department in Charge”**: the Local Unit specified as the final recipient of the supply in the order or, in its absence, the Purchasing Department.

**“Confidential Information”**: any information of any kind (commercial, financial, technical, operational, managerial, administrative, legal, etc.) and in any form (written or oral, in visual or electronic form, on paper, or on magnetic or digital media, without any exception), including by way of mere example data, know-how, designs, models, plans, formulas, 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 supplier 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”;

**“Local Unit”**: headquarters, departments, offices, plants and other production sites of SEANERGY;

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 EXECUTION.**

2.1. SEANERGY shall, solely through the Purchasing Department, send any 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 supplier 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. The agreement between SEANERGY and the supplier will be deemed as executed only upon receipt by SEANERGY of such documents. The supplier shall not start performing the contract before having returned to SEANERGY the duly signed order, including the 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 conditions or specified in the order itself.

2.3. All the quantities, measures, types, prices or considerations and information of any kind listed by the supplier in the offer, and all the relevant technical and economic information acquired by the supplier during negotiations, either in writing or verbally, shall have the sole purpose of allowing the parties to attain a better understanding of the specifications of the request or of the offer. 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 supplier acknowledges that within SEANERGY any modifications and/or changes to and/or issuance of orders shall be the exclusive responsibility of the Purchasing Department. The supplier 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 article 2.4. hereof shall not be binding on SEANERGY; any obligations assumed shall be borne by the supplier.

2.6. In any case SEANERGY shall not accept or execute payment requests for orders not issued directly by the Purchasing Department.

2.7. The supplier 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 supplier or that communicated at the time of the order (e.g. permanent establishment in Italy).

2.8. The supplier 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. CHANGES TO THE ORDER.**

3.1. SEANERGY may modify the contents of the order, provided that this is made in good time, as deemed necessary at SEANERGY'S sole discretion.

## **4. PLACE OF DELIVERY OF THE GOODS.**

4.1. The place of delivery of the goods shall be the Local Unit or other place specified in the order.

## **5. DISPATCH.**

5.1. The dispatch of the goods supplied shall be performed at the place of delivery at the care and at the expense of the supplier 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, unless otherwise specified in the order. The dispatch risks shall be in any case borne by the supplier. 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.

5.2. The supplier shall give prompt notice of the dispatch to the Department in Charge. 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 goods contained (including the SEANERGY Article Code) and all additional information provided by the order. If the dispatch note should have certain shortcomings, errors or omissions that do not allow to uniquely/precisely identify the goods or to attribute them to a specific order, SEANERGY reserves, at its sole discretion, the right not to take charge of such goods.

5.3. SEANERGY will not take charge of the goods that are delivered earlier than agreed or in a quantity exceeding that specified in the order.

5.4. SEANERGY reserves, at its sole discretion, the faculty to take charge of the goods which have been delivered earlier or in excess. In such case, the expenses for storage and for the proper preservation of the goods shall be charged to the supplier, along with the risk of their deterioration and/or destruction.

5.5. Unless otherwise specified in the order, the delivery of goods is agreed to be done in accordance with the DDP clause (Incoterms 2010) for all goods coming from non-EU countries or subject to custom constraints, and with the DAP clause (Incoterms 2010) for all goods coming from no EU countries or already released for free circulation in the EU. It is understood that the delivery will be carried out at the warehouse or other location that will be indicated to the carrier by 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.

Supplies from countries other than the country of the supplier, as indicated in the order heading, must be preceded by a notice of at least 10 (ten) days to be sent by fax to the place where the goods are to be delivered specified in the order, to the Department in Charge and to the dispatch address of the invoices indicated in the order, containing the information and the documents necessary for the proper logistical management and any customs compliance; without prejudice to the supplier's exclusive liability for the fulfilment of the obligations undertaken, any additional expenses incurred by SEANERGY due to the fact that the deliveries in question originate in countries different from the country of the supplier shall be borne by the latter.

5.6. 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.

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

5.8. In all cases where SEANERGY 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 supplier. Any expenses incurred by SEANERGY for the return of such goods will be charged to the supplier.

5.9. The extra costs which SEANERGY may incur as a result of non-compliance with the provisions of this article 5 shall be charged to the supplier.

## **6. ACCEPTANCE OF THE GOODS.**

6.1. 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 and of the absence of defects. SEANERGY is entitled to report to the supplier, also after reception and regardless of whether the invoices have been paid, the presence of defects or the non-conformity of the goods with the order, in accordance with article 11. In such case, the supplier must promptly remedy the non-conformity and replace the goods with flaws or defects, having regard to the programming needs of the SEANERGY'S' work.

6.2. Whenever the order foresees that the goods are to be installed, assembled or otherwise implemented, with a service that is additional to the supply of such goods, delivery will be deemed made only as of completion of the installation, assembly or implementation. If such services do not ensure the full functionality of the goods, as provided in the order, the rules set out in article 6.1 shall apply.

6.3. Whenever the order foresees that the goods are to be delivered separately, it is understood that the order is deemed fulfilled only after its integral execution. With regard to individual delivery terms, the rules set out in art. 7 shall apply.

## **7. DELIVERY TERMS – LIQUIDATED DAMAGES.**

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

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

## **8. TESTING.**

8.1. The supplier acknowledges that the goods supplied may have to be tested. Testing shall be performed by the supplier 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 supplier appointed for this purpose, who will then issue the related certificate (certificato privato).

8.2. The supplier 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 supplier's premises and/or plants and, if required, for testing at the Local Unit or on board ships under construction, repair or transformation.

8.3. SEANERGY'S and the client's representatives may attend the tests and access the supplier's premises and plants.

8.4. The test run will be proven by a relevant certificate to be sent by the supplier to the Department in Charge. If such certificate is missing, the goods will be considered to be lacking of the essential qualities for the intended use, with the consequences set out in article 1497 of the Italian Civil Code.

8.5. Regardless of the prescribed test, SEANERGY reserves the right to verify, at any time and with the methods it deems most appropriate, the compliance of the goods with the conditions of the order.

## **9. INSPECTION RIGHTS.**

9.1. The Local Unit which is recipient of the supply and the Department in Charge have the right to verify how the order is being performed.

9.2. Without prejudice to its liability arising therefrom, the supplier shall give to the delegates of SEANERGY and of any of its customers free access to its premises and plants, in order to check the progress and quality of work necessary for the fulfilment of the order

9.3. The delegates referred to in article 9.2 may perform all tests deemed appropriate in order to verify that the goods supplied comply with the conditions of the order.

## **10. TECHNICAL DOCUMENTATION.**

10.1. The supplier undertakes to deliver to the Department in Charge all the technical documentation relating to the supply within the terms provided in the order.

10.2. In the event of non-delivery of the relevant technical documentation within the terms provided in the order, the supplier 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%.

## **11. GUARANTEE AND DEFECTIVE PRODUCT LIABILITY.**

11.1. The supplier guarantees to SEANERGY that it will duly perform the supply, as for both compliance with technical data and operation requirements, and for the quality of the materials used, processing and operation of each of its parts and of the whole set.

11.2. This guarantee shall expire after 15 (fifteen) months from the final product (ship or any other goods/products/services) delivery by the constructor to its customer in relation to which the supply is intended.

11.3. For the purpose of the foregoing guarantee and upon specific request by SEANERGY or by the customer, the supplier shall be obliged to intervene, immediately or in any case after no later than 10 (ten) working days, in the Local Units or elsewhere, and to repair or replace at its own cost and as quickly as possible any goods with any defects or deviations, provided that the same are reported within 60 days from the moment of their discovery.

11.4. The parts repaired or replaced shall be guaranteed at the same conditions as for the supply in article 11.1, for a period equal to that under article 11.2 and starting from delivery of the repaired or replaced part.

11.5. If the supplier fails to eliminate the defects or deviations within the stipulated terms, SEANERGY shall be entitled, without prejudice to any other of its rights, to take action in this regard directly or through third parties, without further notifications, and charging the related expenses to the supplier in default.

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

11.7. If SEANERGY were held accountable for the defects, regardless of when they become apparent, of a product assembled by the supplier or by its sub-suppliers, SEANERGY will have a right of recourse against the supplier to which the defective component assembled is attributable.

## **12. SAFETY OF SUBSTANCES / MIXTURES / PRODUCTS / MATERIALS.**

12.1. The supplier expressly warrants to SEANERGY that the materials provided comply with all applicable rules on product safety, in particular with reference to compliance with the provisions of EC Regulation No. 1907/2006 (REACH), EC Regulation no. 1272/2008 (CLP) and Italian Legislative Decree no. 81/08.

12.2. For the purposes of Title IX – “Dangerous substances” of Italian Legislative Decree no. 81/08, regarding protection from chemical agents, carcinogens and mutagens, all the products and materials supplied/used – whose composition includes substances or mixtures classified as chemicals by applicable law or that, although not classified as dangerous, 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 Local Units (directly or through sub-suppliers, if any) and the related safety data sheets prepared in accordance with applicable law.

12.3. The safety data sheets must be delivered or sent in electronic form to the Local Unit.

12.4. If for any reason, or also at the request of SEANERGY, 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 labor and environment risk assessment” (classificazione ai fini della valutazione dei rischi lavorativi e per l'ambiente), 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 EC Regulation 1272/2008, the supplier shall transmit to SEANERGY 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 update to the safety data sheets already provided.

12.5. By signing the order, the supplier 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).

## **13. PRICES.**

13.1. The prices mentioned in the order are to be considered as fixed on the whole and not subject to adjustment until complete execution of the order, irrespective of the provisions of article 1467 of the Italian Civil Code. Prices are agreed to be inclusive of dispatch, transport and packaging costs and all other charges, costs or expenses, unless otherwise specified in the order.

## **14. PAYMENT.**

14.1. The payments shall be made via bank transfer 90 (ninety) days after the delivery of the goods upon presentation of the invoice. Any delay in payment due to irregularities and/or non-compliance of invoices or to delays in issuing or sending them by the supplier will in no event be attributable to SEANERGY.

14.2. The supplier undertakes to promptly communicate to SEANERGY its current account number as well as the data of the bank where the account is open, and to timely notify any relevant variation.

14.3. All notices required under and for the purposes of paragraph 14.2, including any payment instructions, will be made by written notice on the supplier'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 as herein provided will be without any effect; therefore, it will be considered as not given and, as such, not enforceable against SEANERGY, which is not required to give any communication about it.

14.4. In no event can the supplier 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.

## **15. INVOICING AND TAX DOCUMENTS.**

15.1. Invoices and credit notes shall be addressed to:

**SEANERGY A MARINE INTERIORS COMPANY SRL – Via Segaluzza 30/E – 33170 PORDENONE (PN)**

And sent to:

**SEANERGY A MARINE INTERIORS COMPANY SRL – Via Piave, 39 – Cordignano 31016 (TV)**

All bonds, if due or required, shall be sent in original exclusively to the above-mentioned address.

15.2. Invoices, credit notes and their attachments shall be sent in hard copy by post to address as of paragraph 15.1..

15.3. The supplies performed by national operators or foreign operators by means of an Italian VAT position or a permanent establishment in Italy must be invoiced indicating the VAT regime applicable and are subject to stamp duty when due according to the regulations in force.

15.4. The supplier in possession of a declaration of intent (dichiarazione di intento) is required to use it by adding the following wording to the invoice: "Operation not subject to VAT pursuant to article 8-bis, second paragraph, of Presidential Decree no. 633 of the 26th of October 1972", indicating the details of the declaration of intent, unless:

- The applicable VAT exemption regime is the one set out at art. 8-bis, first paragraph, of Presidential Decree no. 633 of the 26th of October 1972 or a different regime based on the applicable regulations;
- Otherwise indicated in the order.

15.5. Unless otherwise stated in the order, services rendered by individuals or entities not established in Italy will be carried out without the addition of Italian VAT or the corresponding foreign tax (TVA, VAT, sales tax, etc.) that, where applicable, is deemed to be included in the price referred to in article 13.

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

- Order number;
- Number of construction (shown on the first page of the order);
- Order position (only for the invoices that do not fully cover the order);
- Part number (as reported in the order);
- Clear and intelligible description of the materials subject to the supply;
- Univocal reference to the bills of lading with which the products have been delivered.

15.7. The supplier acknowledges that, unless otherwise provided in the order, it will not be entitled to demand advance payments on compensation provided by the contract; consequently the supplier may issue invoices only after delivering the goods and after such goods have been taken over by the Department in Charge as per the terms and procedures in these conditions and in the orders.

15.8. In case of grossly incomplete or incorrect invoices, not corrected by the supplier, SEANERGY may at its sole discretion reject such invoices. In no event the failure to formally reject an invoice can be deemed as an acceptance of such invoice or of the supply.

## **16. INCORRECT OR INCOMPLETE DOCUMENTATION.**

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

16.2. 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.

## **17. WEIGHT.**

17.1. For goods invoiced by weight, the price to be paid shall be based on the weight recorded on receipt of such goods by the balance of the place of delivery, unless otherwise provided in the order.

## **18. WORKS TO BE PERFORMED WITHIN SEANERGY LOCAL UNITS.**

18.1. SEANERGY considers its primary duty to protect health and safety at the workplace. In light of the above, the supplier, by accepting the order, undertakes to strictly comply with the regulations in force governing work activities.

18.2. In the event that the activities provided in the order (installation, assistance, start-up, assembly and others) may require the presence of the supplier, even occasionally, within the Local Units, such activities shall be governed by specific provisions, attached to the order.

18.3. SEANERGY reserves its right to take action against suppliers breaching the provisions of this title and of the documents mentioned herein.

18.4. If the supplier performs any activities within SENERGYS' Local Units pursuant to article 18, with consequent application of paragraph 18.2 dispositions, SEANERGY shall be entitled to declare the contract terminated in the event that the supplier is non-compliant with or in breach of the above-mentioned dispositions.

## **19. CONTRACTUAL DOCUMENTATION – ANTI-MAFIA CERTIFICATION.**

19.1. The supplier acknowledges and agrees that SEANERGY, also with regard to the nature and quality of its own customer or of the goods supplied, may request the preliminary presentation of technical or professional certificates attesting the particular suitability or specific qualifications of the supplier. A similar request may be made in connection with the so called "Anti-mafia Certifications".

19.2. 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 19.1 shall be presented by each of the parties participating in these forms of association.

19.3. The supplier 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 supplier 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 supplier or equivalent certificate in case of foreign entities;
- b) substitutive declaration under articles 46 and 47 of Presidential Decree no. 445 of December 28, 2000, using the form attached to the orders, with which the owner or administrator with powers of representation of the supplier, states that none of the causes of prohibition, revocation or suspension referred to in article 67 of Italian Legislative Decree no. 159/2011 and subsequent amendments, exist in relation to himself/herself, to the members of his family living with him/her, to all other persons specified by article 85 of Italian Legislative Decree no. 159/2011, paragraphs 1 to 2-c, and to the members of their family living with them.

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 supplier to maintain the documentation constantly updated, to promptly inform SEANERGY 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 SEANERGYS' possession and in any case after 6 (six) months from receipt of the order.

19.4. The supplier 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.

19.5. If the supplier fails to comply promptly with the provisions of this article, SEANERGY has the right to suspend payments and to declare the order terminated, in the manner provided for in article 19.2, and reserving to bring any appropriate action in order to protect its rights.

## **20. EXPRESS TERMINATION CLAUSE.**

20.1. The parties agree that the order will automatically be terminated in case of default or breach by the supplier of the obligations set forth in the provision hereunder, in any case without prejudice to SEANERGYS' right to claim compensation for all the related, connected and consequent damages it incurred:

- article 7.2. (Delay in delivery of more than four weeks);
- article 18.4. (Non-compliance with the dispositions provided with the order);
- article 19. (Non-compliance with the provisions related to contractual documentation and anti-mafia certification);

- articles 29.1 and 29.2. (Non-compliance with the provisions related to the “Supplier’s declaration of non-conflict of interest”);
- article 22. (Prohibition against assignment of the contract);
- article 30.6 (Force majeure for a period longer than thirty days).
- article 31.1 (Non-compliance with the Legislative Decree 231/2001 and with the Organisational Model)

20.2. In order to declare the contract terminated, SEANERGY shall notify the supplier by registered mail or certified e-mail of its intention to terminate. Termination of the contract shall become effective as of receipt of the notice.

## **21. FINANCIAL GUARANTEES.**

21.1. The supplier acknowledges that SEANERGY shall request suitable guarantees from third parties to cover any advance payments, the quality and operation of the subject matter of the supply and performance of the guarantee obligations to which the supplier is bound.

21.2. The supplier acknowledges that all guarantees issued by third parties covering the obligations provided for by the order must indicate “SEANERGY a Marine Interiors Company Srl, Via Segaluzza 30/E - 33170 Pordenone, C.F. 01840900938”.as beneficiary.

## **22. ASSIGNMENT OF THE ORDER.**

22.1. The supplier shall not assign or transfer the order.

## **23. CREDIT ASSIGNMENT AND FACTORING.**

23.1. The supplier shall not assign, including under a factoring contract, the credits accrued and that may accrue against SEANERGY, and ensuing from the order. Any exception to this prohibition must be agreed in writing with SEANERGY from time to time.

## **24. PROHIBITION OF PUBLICITY.**

24.1. The supplier shall not engage in any form of publicity making reference to any supply made to SEANERGY.

24.2. Notwithstanding the foregoing prohibition and at its sole discretion SEANERGY may from time to time authorise special forms of publicity to be made in a manner to be indicated by SEANERGY.

## **25. PATENTS.**

25.1. The supplier fully guarantees to SEANERGY that the goods supplied have not been and shall 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 were brought against SEANERGY before a court, the supplier shall appear before such court, and hold SEANERGY harmless from any further consequences, both financial and non-financial.

25.2. The supplier guarantees also to SEANERGY that it has the right to use and trade the goods supplied, both in Italy and abroad.

## **26. CONTRACT AMENDMENTS.**

26.1. Any amendment to these conditions and to the specific order conditions must be in writing and signed both by SEANERGY and by the supplier, or will otherwise be null and void.

## **27. CONFIDENTIALITY.**

27.1. The supplier 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 supplier undertakes not to disclose, circulate or communicate Confidential Information, even after termination for any reason or 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 supplier, 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. NOTICES.**



28.1. Unless otherwise specified, notices addressed to SEANERGY 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 supplier, or digitally signed. The name, surname and title of the signatory must appear clearly, either stamped or printed, close to the signature.

28.2. Any notice made other than in compliance with article 28.1, or without the information requested therein, will be without any effect. Consequently, any such notice will be deemed as not given and, as such, not enforceable against SEANERGY, which will not be required to give any communication about it.

## **29. CONFLICTS OF INTEREST.**

29.1. The supplier will provide the "Supplier's declaration on conflict of interest" (Dichiarazione del fornitore di assenza di conflitti di interesse) (the "Declaration") and update it in case it were incomplete or required changes due to supervening events. SEANERGY may request, at any time and at its sole discretion, that the supplier 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.

29.2. The supplier acknowledges and recognizes that SEANERGY, 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 29.1 are incomplete or incorrect;
- The supplier fails to promptly communicate any mandatory updates to the Declaration;
- the supplier fails to comply with SEANERGY'S request to update the Declaration within twenty (20) days.

## **30. FORCE MAJEURE.**

30.1. 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.

30.2. 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.

30.3. 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.

30.4. 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 supplier, to the Purchasing Department and the relevant Local 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.

30.5. Should the occurrence of force majeure events delay the progress of other works already scheduled in close association with the delivery of the goods affected by such events, the supplier shall take all action and apply all remedies necessary in order to minimize such delay to any extent possible. In the event of negligent omissions by the supplier, any additional costs which SEANERGY may incur shall be entirely charged to the supplier, without prejudice to the right to compensation for any damages suffered by SEANERGY.

30.6. Should the events of force majeure continue for more than 30 (thirty) days, the parties shall be entitled to consider the order as terminated according to the procedures set forth in article 20.2 hereof.

## **31. ORGANISATIONAL MODEL**

31.1 Contractor declares that is aware of the Legislative Decree n. 231 that came into force the 8th June 2001 and of the Organisational Model taken by Seanergy, that is available at <https://www.fincantieri.com/it/gruppo/controllate-collegate/seanergy-srl/>. Therefore, contractor declares to consider them binding as integral and essential part of the contract, refraining from every conduct that are not complying with those rules. If the contractor breaches the above- mentioned rules, SEANERGY may decide to dissolve the order pursuant to article 1456 c.c. and 20.1 of the general conditions of the contract, without prejudice to the right of compensation of SEANERGY for the damages that may occur.

## **32. APPLICABLE LAW – JURISDICTION.**

- 32.1 These conditions and the particular conditions of the order shall be governed by the laws of Italy, without reference to its international private law rules and to any other sources of law not expressly mentioned herein.
- 32.2 The Court of Trieste shall have exclusive jurisdiction for any dispute concerning the interpretation and/or execution of these conditions and of the orders, including disputes relating to their validity or to the existence or total amount of any credits due to SEANERGY, 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.