

# FINCANTIERI S.p.A.

Registered office Via Genova, 1 – 34121 TRIESTE (Italy)  
Paid-up Share Capital: 862,980,725.70 Euro  
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## GENERAL TERMS AND CONDITIONS OF CONTRACT FOR GROUND WORKS, SERVICES AND SUPPLIES

(CGAT form ed. January 2021)

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### 1. PREAMBLE.

1.1 FINCANTIERI is a company at the head of a Group, leader in the design and construction of cruise ships and a reference operator in all high-tech naval engineering sectors. Its business ranges from naval to offshore vessels, from special vessels and highly complex ferry boats to mega-yachts, as well as ship repairs, conversions, production of mechanical and electrical systems and components, along with the offering of after-sales services and infrastructural and maritime works.

1.2 FINCANTIERI is interested in appointing contractors to provide/implement ground works and/or services and/or supplies, such as e.g. the construction of lifting systems, production lines, foundation excavations, various types of installations (electrical, fluid, gas, etc.) for maritime works, provisional or final structural steelwork/woodwork, civil engineering works such as warehouses, forecourts, changing rooms, etc., and related maintenance operations.

1.3 The General Terms and Conditions of Contract set forth below form an integral part of the Contracts between FINCANTIERI and its contractors and apply to the dealings between them. These Terms and Conditions are published and made freely available on the website [www.fincantieri.com](http://www.fincantieri.com).

1.4 The Contractor is also aware that the correct performance of its obligations under the Contract may significantly affect FINCANTIERI's operations and the services for which the latter is responsible. Any omission, inaccuracy or delay in the Contractor's performance is likely to significantly impact and cause significant loss and detriment to FINCANTIERI.

### 2. DEFINITIONS.

2.1 For the purposes of these General Terms and Conditions and the Order in general, the terms indicated below shall have the following associated meaning, whether the terms appear in the singular or in the plural:

“**Access Procedure**”: Procedure for regulating the access to and presence in the Facility of Contractors' personnel, referred to in the NOUS rules and which, together with the latter, regulates access to and presence inside the Production Units;

“**ATI**”: Temporary Association of Companies;

“**Business Days**”: any day of the week excluding Saturdays and Sundays and public holidays in Italy;

“**c.c.**”: the Italian Civil Code;

“**Calendar Days**”: any day of the week including Saturday and Sunday and public holidays in Italy;

“**Classification Body and/or Register**”: one of the classification agencies assigned to oversee the building and testing of materials;

“**Client**”: FINCANTIERI S.p.A.;

“**Client’s Representative**”: the reference figure appointed by FINCANTIERI as the Client’s contact person for the Order; this figure may coincide with the Head of the Production Unit, also to carry out the tasks assigned to them by Legislative Decree No. 81/08;

“**Competent Department**”: the Production Unit specified in the Order as the final recipient of the contract performances or, failing that, the Procurement Department;

“**Confidential Information**”: information that is not already public, of any kind (commercial, financial, technical, operational, managerial, administrative, legal, etc.) and in any form (written or oral, in physical visual form or in electronic form, on hard copy or on magnetic or digital media, without exclusions), including (without limitation) data, know-how, drawings, models, schemes, formulas, projects, procedures or processes, images, files, archives, databases, software and related source codes, materials, samples of material, products, equipment and all related technical and functional specifications, of which the Contractor becomes aware before or after the signing date of the Order, directly or indirectly, also by accessing documentation and/or goods of any kind supplied, following meetings or during activities related to, associated with, subsequent to or resulting from the Order, regardless of whether or not they are qualified as “confidential”, “secret”, “privileged” or “price sensitive”;

“**Contract Documents**”: the General Terms and Conditions and any attachments, the NOUS rules and the Technical Documentation as well as any documents attached and/or referred to therein;

“**Contractor**”: the natural or legal person, or group thereof with whom FINCANTIERI signs contracts for works, services or supplies.

“**Contractor’s Representative**”: the reference figure identified by the Contractor, who will also carry out the functions of works supervisor as defined by the NOUS rules, i.e. the Contractor’s deputy charged with the management and performance of the Works, vested with the powers necessary to represent the latter directly with FINCANTIERI;

“**D.P.R. No. 445/00**”: Presidential Decree No. 445 of 28 December 2000, Italian Consolidated Law on administrative documentation;

“**D.V.R.**” and “**D.U.V.R.I.**”: respectively the Risk Assessment Document [*Documento di Valutazione dei Rischi*] and the Interference Risk Assessment Document [*Documento Unico di Valutazione dei Rischi da Interferenze*] pursuant to Legislative Decree No. 81/08;

“**Design Phase Safety Coordinator [Coordinatore in materia di sicurezza e di salute durante la progettazione dell’opera]**”: the person appointed by the Client or by the Works Supervisor [*Responsabile dei Lavori*] as defined in Article 89 of Legislative Decree No. 81/08 for “Temporary or Mobile Worksites” [*Cantieri Temporanei o Mobili*] and for implementing the tasks referred to in Article 91;

“**Digital Signature**”: the accreditation system which, where applicable and in accordance with current legislation, allows to verify the identity of the people with the same value as a handwritten signature, and to certify communications generated by the signatory and to verify the origin and integrity of an IT document or set of IT documents;

“**Execution Phase Safety Coordinator [Coordinatore in materia di sicurezza e di salute durante la realizzazione dell’opera]**”: the person appointed by the Client or by the Works Supervisor as defined in Article 89 of Legislative Decree No. 81/08 for “Temporary or Mobile Worksites” and for implementing the tasks referred to in Article 92;

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

“**Force Majeure**”: unforeseeable and exceptional events not foreseeable by the Party with the use of normal standards of care and diligence including but not limited to) wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restrictions on the use of energy, general lack of raw materials or other elements essential for production, embargoes, national strikes called by the trade unions to which the Parties belong, measures taken by civil or military authorities;

“**General Terms and Conditions**”: this document, which contains the general rules of the contract, concerning the performance by the Contractor;

“**Legislative Decree No. 159/11**”: Legislative Decree No. 159 of 6 September 2011, Italian Code of anti-mafia laws and of prevention measures, as well as new provisions on anti-mafia documentation, pursuant to Articles 1 and 2 of Law No. 136 of 13 August 2010;

**“Legislative Decree No. 81/08”**: Italian Consolidated Law on Workplace Health and Safety – Implementation of Article 1 of Law No. 123 of 3 August 2007 on the protection of health and safety in the workplace;

**“Legislative Decree No. 231/01”**: Legislative Decree containing the rules governing the administrative liability of legal persons, companies and associations, including those without legal personality, pursuant to Article 11 of Law No. 300 of 29 September 2000;

**“NOUS rules”**: the rules for companies operating within the FINCANTIERI Corporate Units;

**“Order”**: the document – containing/indicating the Parties’ identification data, the nature and scope of the contract, the Special Conditions, the terms, the economic, administrative and regulatory provisions, the place or places where the Parties’ contract performances will be executed and where all Contract Documents are listed and referenced – which is accepted and signed by the Contractor, unless otherwise indicated by FINCANTIERI and which, together with the Contract Documents, governs the obligations and performances of FINCANTIERI and of the Contractor;

**“Party”** or **“Parties”**: Party may refer to FINCANTIERI or to the Contractor individually, or to the Parties collectively;

**“Privacy Laws”**: all applicable personal data protection rules and, in particular, EU Regulation 2016/679 (“GDPR”), Legislative Decree No. 196 of 2003 as amended by Legislative Decree No. 101 of August 10, 2018, any other legislative or regulatory provisions on the processing of personal data in force and/or subsequently issued, measures issued by the Italian Data Protection Authority and by the European Data Protection Board;

**“Procurement Department”**: the procurement department of FINCANTIERI that issued the Order;

**“Production Unit”**: FINCANTIERI’s headquarters, divisions, offices, facilities, worksites and other production sites or also indicating the place of delivery of goods and/or implementation of Works identified in the Order.

**“Regulation (EC) No 1907/2006 (REACH)”**: European Union Regulation of December 18, 2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals;

**“Regulation (EC) No 1272/2008 (CLP)”**: European Union Regulation of December 16, 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No. 1907/2006;

**“S.A.L.”**: Works’ Progress Certificate;

**“Safety and Coordination Plan [*Piano di sicurezza e di coordinamento*]”**: Safety and Coordination Plan drawn up pursuant to Article 100 of Legislative Decree No. 81/08 for “Temporary or Mobile Worksites”;

**“Special Conditions”**: the conditions governing the individual Order, supplementing and/or derogating from these General Terms and Conditions;

**“Subcontract”**: the contract by which the Contractor entrusts part of the execution of the Works to third parties; **“Technical Documentation”**: the document containing the technical standards applicable to the Order (e.g.: description of works and interventions; graphic and descriptive project designs; chronological programme; etc.);

**“Works”**: the performances to be provided by the Contractor covered by the Order;

**“Works Director [*Direttore dei Lavori*]”**: the qualified professional whom the Client may appoint pursuant to Article 13.7 of these General Terms and Conditions;

References to the regulatory sources at each level, cited in these General Terms and Conditions, shall be deemed to be updated to the provisions in force at the time of application of the rules contained in the Order.

2.2 In the event of any discrepancy or conflict between the provisions of the Contract Documents and those contained in the General Terms and Conditions, the Parties agree that the following provisions shall prevail over these General Terms and Conditions: in addition to the mandatory rules of law, in order of priority the rules contained in (i) the Order (ii) the Technical Documentation (iii) and the NOUS rules.

### 3. SCOPE OF THE CONTRACT.

3.1 The contract governed by these General Terms and Conditions relates to the workmanlike execution by the Contractor of the Works in the Production Unit indicated in the Order..

3.2 Depending on the Client’s needs, the Works may involve the provision of supplies, ground services, the implementation of works such as, for example, the construction of lifting systems, production lines, foundation excavations, various types of installations (electrical, fluid, gas, etc.) of maritime works, provisional or final

structural steelwork/woodwork, civil works, such as warehouses, forecourts, changing rooms, etc., and related maintenance operations.

#### **4. EXECUTION OF THE CONTRACT.**

4.1 FINCANTIERI, exclusively through the Procurement Department, will send the Contractor the Order, containing the Special Conditions, along with the Technical Documentation required for the execution of the Order.

4.2 Unless otherwise provided by the Procurement Department, the Order shall be accepted by the Contractor in writing, within 20 (twenty) Business Days from the date indicated in the Order, by returning to the Procurement Department a copy of the Order (or of the acceptance form), of the NOUS rules and of the Technical Documentation, duly signed on each page, or by signing the Order electronically with the Digital Signature or through the FINCANTIERI Suppliers Portal ("Fincantieri Suppliers"). The contract between FINCANTIERI and the Contractor, unless otherwise provided, shall be deemed properly concluded only upon receipt by FINCANTIERI of all documents duly signed by the Contractor for acceptance. Acceptance of the Order also constitutes confirmation by the Contractor that it has received a copy of the D.U.V.R.I. from the Production Unit where the works are to be carried out, or of the Safety and Coordination Plan in the case of activities falling within Title IV "Temporary or Mobile Worksites" of Legislative Decree No. 81/08 and that it has taken due cognisance of it. Unless otherwise indicated by FINCANTIERI, the Contractor is forbidden from starting the execution of the Order until the latter has been returned to FINCANTIERI duly signed, also for approval, and until the special annotation at the bottom of the Order, related to clauses and conditions of Articles 1341 and 1342 of the Italian Civil Code, has been signed independently.

4.3 The Parties mutually agree that, for the purposes of the execution of the Order, they shall refer exclusively to the terms and conditions contained in the Contract Documents and any subsequent amendments that shall be in writing. All information concerning quantities, measurements, types, prices or payments, if present, as well as any technical and/or economic information acquired by FINCANTIERI and the Contractor, in any form (written or verbal) during the negotiations (i) may be used exclusively for the purpose of a better interpretation and/or understanding of the technical and functional characteristics of the Works, (ii) shall not be used to supplement the Technical Documentation or other Contract Documents and (iii) shall not be regarded, on any basis, as reference parameters or values in relation to any verification requests or contractual claims.

4.4 The Contractor acknowledges that any variation and/or amendment of the Contract Documents is the exclusive responsibility of the Procurement Department. The Contractor shall refrain from conducting negotiations and/or making commitments with parties other than the Procurement Department.

4.5 Any negotiation undertaken by the Contractor in violation of the previous subsection shall have no effect and shall not be enforceable against the Client; the Contractor shall be liable for any costs, loss or detriment incurred by the Client.

#### **5. COMPLETENESS OF INFORMATION.**

5.1 Before accepting the Order, the Contractor will carry out all the investigations – site inspections and/or surveys – necessary for the definition of the price and for the workmanlike execution of the Works; accordingly, the signing of the Order constitutes confirmation that all the relevant investigations have been carried out and that the information required for the workmanlike execution of the Works has been acquired, particularly in relation to workplace safety and environmental issues. The Contractor may not request price reviews on the basis of impediments or difficulties in the execution of the Works which are attributable to missing or inadequate information or failure to carry out on-site inspections or surveys.

5.2 The Contractor undertakes to promptly notify the Competent Department of any changes of its company information, including the use of a different tax position for the execution of the Order from the one related to the main office of the activity or which is communicated at the time of the Order acceptance (e.g. permanent establishment in Italy). The Contractor also undertakes to notify the Procurement Department of any change of ownership or control of the company and of the shareholder structure, as well as the sale or assignment of the company or business unit involved in rendering the performances under the Order. In the case of Works entrusted to ATIs, consortia or companies united in a network contract, any change in the entities participating in these forms of association must be notified to the Procurement Department with at least 15 (fifteen) Business Days' notice.

5.3 The Contractor shall comply with the laws and observe all the regulations, standards, and directions of the competent authorities applicable to the Order. The Contractor is exclusively responsible for the fulfilment of obligations associated with the execution of activities within Italy.

## **6. CHANGE IN THE WORKS.**

6.1 The Procurement Department shall be entitled to modify, vary or supplement the Order even during the execution of the Works, to be formalised in writing. The Contractor may not make changes, additions or variations that have not first been requested from the Procurement Department that issued the Order. Any requests for changes, additions or variations not originating from the Procurement Department, even if carried out by the Contractor, will not be enforceable against the Client or give rise to any entitlement to be indemnified or reimbursed.

6.2 If variations requested by the Procurement Department involve noncontractual works subject to additional charges, the Contractor will be entitled to an increase in the consideration defined in the Order, to the extent agreed in advance by the Parties in writing.

6.3 The Procurement Department shall notify the Contractor in writing of any request to change or vary the Works, indicating any change in the consideration. Should the value of the Procurement Department's request exceed one sixth of the overall Order amount, the Contractor may legitimately decline the request and, instead, withdraw from the Order without prejudice to its entitlement to be reimbursed only for costs already incurred in the execution of the Order.

6.4 Under no circumstances may changes or variations of the Works be considered as mere updates or adjustments of detail made during the execution of the Order.

## **7. PROFESSIONAL AND TECHNICAL FITNESS AND *INTUITUS PERSONAE***

7.1 The Contractor acknowledges that the choice of the Contractor is in the Client's sole discretion. The Client, evaluates the Contractor's competence, organisational characteristics and technical and professional fitness.

7.2 The Contractor represents that it uses appropriately trained and qualified personnel for the execution of the Works, in accordance with applicable regulatory provisions.

7.3 The Client reserves its right to request additional documentation from the Contractor in addition to that provided for by applicable legislative and regulatory provisions for registration, permanence and removal from the "Suppliers' Register".

7.4 If an Order is made with ATIs, consortia or companies joined together in a network contract, the documents referred to in the previous paragraph should be submitted by each entity participating in these forms of association.

7.5 If the Contractor's competence, professionalism, organisational features and technical and professional fitness should be compromised or deteriorate, for any reason whatsoever, the Contractor undertakes to promptly notify the Client in writing. The Client shall be entitled to withdraw from the Order at any time, even before the start of execution. If the Contractor has partially executed the Order, the Client shall reimburse only the costs already incurred by the Contractor has, without prejudice to the Client's right to seek compensation for any damage or loss suffered.

7.6 Likewise, the Client shall have the right, without any charge and in derogation from Article 1671 c.c., to withdraw from the Order if, during the course of the relationship, (i) the ownership of the Contractor's company changes (where the Contractor is a sole proprietorship or a partnership) or (ii) there is a change in control of the company (where the Contractor is a joint-stock company), or (iii) there is a sale of the business unit or of the branch of business involved in providing services pursuant to the Order or (iv) there is a change in the company's shareholder structure.

7.7 The Client will be entitled to exercise the aforementioned right of withdrawal by notifying the Contractor by registered letter with return receipt or by certified e-mail (PEC); the withdrawal shall have effect immediately, unless otherwise agreed in writing, so that contract performances not yet carried out can be completed. In the event of a change of the parties participating in the various forms of association such as ATIs, consortia, network contracts, without prior written notification to the Client within the notice period specified in Article 5.2 above, the Client shall be entitled to declare the Order cancelled pursuant to Article 22.2 below, without prejudice to its right to seek compensation for any loss incurred by it.

## **8. PROHIBITION ON ASSIGNMENT AND SUBCONTRACTING.**

8.1 The Contractor is forbidden from assigning or transferring all or part of the Order, except with the Client's express consent in writing.

8.2 The Works shall be carried out under the Contractor's full responsibility by its suitably qualified personnel who have been provided with adequate training and information as well as information and training updates.

8.3 The Works may under no circumstances be subcontracted, unless expressly authorized in writing by the Production Unit Manager.

8.4 In the event of a request for authorisation to subcontract, the Contractor shall indicate the reasons for which it intends to resort to the subcontract, the name of the subcontractor and any other relevant data identifying the subcontractor. The Contractor shall also provide a detailed breakdown of the Works to be subcontracted, the list of personnel employed, the documentation required to assess the subcontractor's technical and professional suitability, added to any documentation required in order to demonstrate compliance with the rules governing employment and self-employment, including social security rules. The Contractor shall carry out, together with the subcontractor, the preliminary site inspections provided for by the General Terms and Conditions and by the NOUS rules, and perform any other compliance obligation together with the subcontractor – including the delivery of the work area – provided for by the NOUS rules. The authorisation to Subcontract does not exempt the Contractor from the responsibilities deriving from applicable laws and from the Order. The Contractor remains the sole contractual counterparty towards the Client and the Works Supervisor, as provided for by the NOUS rules, and remains the sole point of contact for the Client.

8.5 The Subcontract shall provide for the same obligations and costs which the Contractor has undertaken towards the Client. The Contractor shall be jointly and severally liable for all obligations and costs assumed by the subcontractor.

8.6 The Contractor also undertakes to ensure that all provisions relating to its own personnel also apply to the personnel of subcontractors, including those provided for by these General Terms and Conditions and by the NOUS rules. The Contractor shall, accordingly, remain jointly and severally liable with the subcontractors for their compliance with the above rules.

8.7 Under no circumstances may subcontracted services be further subcontracted.

## **9. CONTRACTOR'S INDEPENDENT ORGANISATION – REMUNERATIONS AND CONTRACT TERMS AND CONDITIONS OF PERSONNEL – COMPLIANCE OBLIGATIONS AND INDEMNITY.**

9.1 The Contractor expressly represents that it has a suitable independent organisation as well as adequate technical skills and appropriate professional competences to execute the Order using its own means, resources and personnel and assuming full and complete responsibility for all of these. The Contractor is fully entitled to organise its own activities on site in the manner it deems most appropriate, in compliance with its responsibilities and obligations under the Order and the law, without prejudice to the Client's right to monitor the implementation of the Works.

9.2 The Contractor undertakes to carry out the Works according to the terms and conditions, methods, deadlines and directions contained in the Contract Documents, and to ensure that all activities will be carried out in accordance with the highest standards of professional care and diligence, according to the best practices and techniques, and in accordance with optimal local as well as international industry standards in the reference sector.

9.3 In the event of an Order with ATIs, consortia or companies joined together in a network contract, the "Contractor" – with particular reference to workplace health and safety rules and to the regulatory requirement to identify a contact person for the operational aspects of the contract – shall mean the agent company of the ATI, the consortium or the company that heads the joined companies, which shall be fully responsible towards the Client for all obligations under the Order, including those undertaken (directly or indirectly) by subcontractors (or by associated or joined companies or consortium partners). In any case, there shall be no prejudice to the joint and several liability of the individual associated or joined companies or consortium partners.

9.4 The Contractor shall provide – in accordance with the procedures provided for in the NOUS rules and in the Access Procedure – information on personnel deployed. In the event of an Order with consortia, companies joined together in a network contract and ATIs, the Contractor shall also provide the above information in relation to the personnel of the individual associated or joined companies or consortium partners.

9.5 The Contractor guarantees the Client the timely payment of the amounts due to its employees by way of remunerations and other associated benefits, as well as any amounts payable in remunerations to self-employed personnel, also with reference to the applicable collective bargaining agreement for the category and pursuant to applicable laws in force. The Contractor shall provide a similar guarantee for the correct and prompt payment of social security, welfare and insurance contributions provided for by rules safeguarding employees and self-employed workers, and a guarantee shall be provided as to the correct and prompt payment of withholding taxes provided for by legislative and regulatory provisions applicable to employees.

9.6 The Contractor shall also provide the Client, on a monthly basis, with complete documentation – also for any subcontractor (or associated or joined companies or consortium partners) – proving that all amounts due to employees (and to self-employed workers, if any) and also to social security, welfare and insurance agencies and the Italian Revenue Agency have been duly paid. In case of an Order with ATIs, consortia or companies joined together in a network contract, the consortium, the agent company and the parent company shall fulfil the guarantee and documentation delivery obligations applicable under the previous Articles in relation to its

own personnel (employed or self-employed), also in relation to personnel (employed or self-employed) of each consortium or joined company or associated company.

9.7 In the event of omitted documentation or proof of non-compliance with the employer's remunerations, contributions and tax obligations, or if the Client becomes aware that the Contractor (or its subcontractors, associated companies or consortium partners) has/have not fulfilled its/their legal obligations, the Contractor hereby authorises the Client to withhold from its accrued remuneration the relevant amounts due and which are yet unpaid.

9.8 The Contractor undertakes to indemnify and hold the Client fully harmless against any detriment suffered by the latter as a result of breach of contract and non-compliance with legal obligations attributable to the Contractor and/or to the subcontractor (or to its associated companies/consortium partners), particularly where the Client, as jointly and severally liable pursuant to law (for example: Article 29 of Legislative Decree No. 276 of 10 September 2003, Law Decree No. 112 of 25 June 2008, Article 26 of Legislative Decree No. 81/08, as amended) or as a "client" pursuant to Article 1676 c.c., is required to pay any remunerations, social security or social welfare or insurance contributions and monetary penalties of any kind, damages, interest and legal expenses, including its own.

9.9 In light of the aforementioned indemnification obligation, the Contractor – specifically waiving any future claims for interest (for pay, compensation and/or default interest) – hereby authorises the Client to withhold, also as a precautionary measure, from any accrued remuneration due to the Contractor any amounts sought for payment by the competent authorities and/or by personnel of the Contractor and/or of the subcontractor (or of its associated companies/consortium partners). The Contractor also authorises the Client to pay the requesting party any amounts that are ascertained as being due pursuant to any executive order by a competent authority or by a private instrument that is binding on the Parties, and any legal expenses or other charges incurred by the Client. The Client is authorised to deduct the amounts paid from the amount due to the Contractor under the Order.

## **10. PLACE OF PERFORMANCE OF THE WORKS – SHIPMENT AND DELIVERY OF CONTRACTOR'S MATERIALS.**

10.1 The Production Unit indicated in the Order shall be the place of delivery of the goods and/or execution of the Works.

10.2 Should the contract performances referred to in the Order be carried out within the Production Units, these shall be regulated by the specific provisions contained in the NOUS rules.

In the event of non-compliance with the provisions of the NOUS rules on communications related to the Contractor's personnel operating in the Production Unit, and non-compliance with safety regulations with particular reference to the provisions of the D.U.V.R.I. or of the Safety and Coordination Plan in the case of activities falling within Title IV "Temporary or Mobile Worksites" of Legislative Decree No. 81/08, FINCANTIERI shall have the right to declare the Order terminated, without prejudice to its right to seek compensation for loss suffered by it.

10.3 Where the Order provides for the delivery of materials, equipment and/or machinery and/or other types of goods, this will be carried out at the place provided for in the Order, at the Contractor's expense and under its responsibility, to ensure that the integrity of the merchandise and full compliance with the delivery terms indicated in the Order can be guaranteed. The Contractor will bear the risks of the shipment. The Shipment shall comply with the provisions of the Order, or follow the most appropriate procedures after the Competent Department has been notified. The Contractor undertakes to immediately notify the Competent Department of any circumstance that alters the delivery conditions.

10.4 The Contractor shall notify the Competent Department in advance before making the delivery. All goods shall be properly marked and accompanied by the required information and by any additional information provided for by the Order, labelled for their correct and convenient reception, and accompanied by the associated receipt which must specify the data indicated in the Order. Should the transport document be deficient or contain errors or omissions that make it difficult for the goods to be identified precisely or unambiguously or to be attributed to a specific Order, the Client reserves the right, at its sole discretion, not to accept the delivered goods in question.

10.5 The Client shall also have the right not to accept goods that are delivered before the time agreed or notified, or if they exceed the quantities provided for in the Order.

10.6 The Client reserves the right, at its sole discretion, to accept goods delivered in advance or where the agreed quantities are exceeded. In this event, the Contractor shall cover the costs of storage, insurance and any costs required in order to properly preserve the goods, and shall also accept the risk of deterioration and/or loss.

10.7 Delivery shall occur DDP (Incoterms 2020) for all goods originating from EU countries or already placed in free circulation in the European Union, and DAP (Incoterms 2020) for goods coming from non-EU countries or still subject to customs restrictions.

For goods coming from EU countries other than Italy and sold by EU suppliers, the invoice should specifically indicate the TARIC Combined Nomenclature code.

The delivery of goods from countries other than the Contractor's country of origin, as indicated in the Order, shall be preceded by at least 10 (ten) Business Days' notice to be sent to the Competent Department, containing the necessary data for logistics and any customs formalities; the Contractor will be responsible for covering any additional charges that the Client is required to pay based on goods originating from countries other than the Contractor's country of origin.

10.8 In the case of non-EU goods not released for free circulation, invoices should be accompanied by the certificate of origin or by the EU goods movement certificate.

10.9 The signing of receipts, transport documents or proof of dispatch shall not imply acceptance by the Client of the quantity or quality indicated for the goods received. Their acceptance shall be conditional upon successful verification of the conformity of the delivered goods to the Order, on the absence of defects or flaws and, in any case, on the successful completion of the Works in accordance with industry standards (installation, assembly or start-up).

10.10 The Client shall be entitled to report to the Contractor any nonconformity of the delivery to the Order or the presence of defects or flaws by reference to said Order – even after receipt and regardless of any payment of the invoices. In this event, the Contractor will be obliged to remedy the non-conformities and/or to replace the faulty or defective goods in due course, taking into account the Client's work scheduling requirements.

10.11 In all cases in which the Client does not accept delivery of the goods, they shall be rejected and the Contractor shall remain the sole party responsible for the associated risks, charges and expenses. Any expenses incurred by the Client for the return of the goods shall be charged to the Contractor.

10.12 The materials supplied by the Contractor shall comply with the requirements of the Contract Documents and shall be of first choice and quality and free from defects and/or faults, concealed or otherwise. The Client shall be entitled to conduct even while operations are ongoing any tests which it considers necessary in order to verify that the materials deployed are suitable.

## **11. CLIENT'S MATERIALS.**

11.1 All materials and goods made available by the Client shall be received and accepted by the Contractor at the Client's warehouses or storage locations.

11.2 The Contractor is required to verify the perfect condition of the goods supplied by the Client upon delivery, and to immediately report to the Competent Department any defects identified, assuming responsibility from that moment for all defects that are subsequently found.

11.3 Any delays in the delivery of the Client's supply materials will not entitle the Contractor to request compensation other than that provided for in the Order.

11.4 If the parties contractually agree that, for the execution of the works, the Client must deliver to the Contractor goods, materials or equipment, or otherwise however intended for the execution of the Order, the Contractor undertakes to store, keep and maintain these goods exclusively for the use provided for in the Order, and shall remain exclusively responsible for those goods as the custodian. Compatibly with the requirements for the execution of the Works, the goods shall be stored separately from the Contractor's goods, without prejudice to the Client's right to verify at any time the condition, extent and component elements of said goods.

11.5 The Client's materials delivered to the Contractor for processing or for the execution of the Works shall remain exclusive property of the Client, even if the goods are transformed and/or processed by the Contractor.

11.6 The Contractor shall return the goods materials and equipment received from the Client that are not used in conditions of optimal efficiency at the end of the execution of the Order, remaining however at its own expense any cost and charges which it may incur to comply with this requirement. Suitable records shall be prepared for the delivery and return of goods as referred to in this Article.

11.7 The Contractor may not remove from the Production Unit goods owned by the Client, of any quality and nature, unless this is specifically authorised in writing by the Client.

11.8 The Contractor assumes, at its own expense and responsibility (in contrast with the provisions of the NOUS rules), the burden of removing, transporting and disposing of all waste produced in the execution of the Works and/or deriving from excavations, demolitions, disassembly operations of plant parts or from the processing of material supplied by the Client, in compliance with applicable environmental and safety



regulations, unless otherwise requested in writing by the Client. The Client reserves its right to request documentary evidence of the delivery of the waste.

11.9 Without prejudice to the rights of the State or third parties, the Client reserves possession of and title to any valuable materials or assets found or discovered during excavations and demolitions at its sites, as well as of any mineral substances that can be exploited or used. In this event, the Contractor shall take all the necessary precautions or, alternatively, those indicated by FINCANTIERI. The Client shall pay the Contractor for any further activities and/or expenses that may arise and, if necessary, agree to extend the deadline for execution.

## **12. CONTRACTOR'S REPRESENTATIVE.**

12.1 The Contractor shall appoint an experienced and professionally qualified person as its Representative. The latter shall conduct and manage and be personally responsible for the Works, represent the Contractor, and receive all communications addressed to the Contractor. Any materials of FINCANTIERI delivered to the Contractor as goods to be processed, or for the implementation of the Works, shall remain the exclusive property of FINCANTIERI, even if the Contractor transforms and/or processes those materials.

12.2 The Contractor's Representative – as required by the NOUS rules – will also carry out the functions of works supervisor and shall always be present or duly replaced at the site of the Works. The form entitled "Appointment of Works Supervisor" and the work area delivery form must indicate the name of the Contractor's Representative and of any substitutes, and their relationship with the Contractor and their powers for the execution of the Order.

12.3 In case of an Order with ATIs, consortia or companies joined together in a network contract, the "Appointment of Works Supervisor" form and the work area delivery form must specify the works supervisor's and its substitutes' various relationships and powers, as provided for by the NOUS rules, not only in relation to the consortium, the agent company and the parent company, but also in relation to the associated or joined companies or consortium partners.

## **13. CLIENT'S REPRESENTATIVE – SURVEILLANCE ACTIVITIES – WORKS DIRECTOR.**

13.1 After the Client has received notification of the acceptance of the Order, the Client shall provide the Contractor with details of its Representative, to whom all relevant communications should be addressed.

13.2 The Client may check the execution of the Works through its Coordinator, who shall monitor the implementation of the Works, ensuring that contractual provisions are complied with. During the works, the Representative and other appointees of the Client may conduct checks and inspections to ensure that the Works are being executed and the goods supplied.

13.3 If the Order provides for subsequent Works progress execution stages, the Contractor shall send the Competent Department a detailed initial schedule and, periodically, a report on the progress of the Works. The Parties agree that the performance of the Contractor's services shall be completed only when all obligations under the Order have been fully performed.

13.4 To verify the progress and quality of the Works required so that the Order can be executed in accordance with industry standards, the Contractor shall – without prejudice to its existing responsibilities – allow the Client's Representative - and other duly appointed figures by the Client - free access to the Production Unit, allowing them to carry out suitable tests, in good faith, to verify that the Works comply with the Order's Terms and Conditions.

13.5 The Contractor shall be responsible for all costs incurred for the tests referred to in the previous subsection.

13.6 The Client has the right to terminate the Order pursuant to Article 1662 c.c., if it ascertains that the workmanship of the execution of the Works does not proceed in accordance with the Terms and Conditions of the Order.

13.7 If the Order so provides, the Client shall appoint an external professional with the requisite professional skills as Works Director, possibly supported by one or more assistants. The Works Director – in full autonomy and in the Client's interest, and without this releasing the Contractor from its existing responsibility for the execution of the Works and from any liability for loss of any kind that could arise during and as a consequence of the execution, – is responsible for the coordination, management and for the technical-accounting and administrative control of execution of each individual step or intervention in the Works, by liaising with the Contractor on the technical and economic aspects of the Order and by ensuring that the Works are executed carefully, promptly, in accordance with industry standards and in conformity with the contractual agreements.

13.8 If a Works Director is appointed, they may be assigned responsibility for inspections/testing.

13.9 Even if a Works Director is appointed, the management of the worksite shall remain the Contractor's responsibility (in the person of the Contractor's Representative).

#### **14. WORKPLACE HEALTH AND SAFETY – ENVIRONMENTAL PROTECTION – GLOBAL COMPACT.**

14.1 The Client considers that workplace health and safety protection and environmental protection are a leading priority thus, by accepting the Order, the Contractor undertakes to carefully and diligently comply with all the rules and requirements of national and local collective bargaining agreements, laws, decrees and regulations on contributions and remuneration, insurance, welfare, protection, safety and health of workers, including (without limitation) the rules contained in Legislative Decree April 9, 2008, No. 81/08 on the prevention of accidents and incidents at work, workers' health and safety in the workplace, occupational hygiene and compulsory insurance against workplace accidents and occupational illnesses, and any other existing or future worker protection provision that may come into effect during the execution of the Order.

The Contractor also undertakes to comply with the NOUS rules that the Client has provided for in implementation of specific laws in the area or by reason of specific choices made by the Client in order to promote workplace health and safety protection.

14.2 The Contractor declares to have full knowledge and awareness of the risks inherent in the workplaces covered by the contract, and that it has already visited the areas concerned and/or received from the Client all the necessary information on the aforementioned risks and on the prevention and emergency strategies which the Client has adopted in connection with the latter's activities and with the areas themselves, and that it hereby waives any additional payment or indemnity in relation to the aforementioned circumstances and that it assumes upon itself and undertakes all the relevant obligations and charges.

14.3 The Client may appoint a Works Supervisor as defined in Article 89 of Legislative Decree No. 81/08. A Design Phase Safety Coordinator and an Execution Phase Safety Coordinator shall also be appointed, in compliance with the provisions of Articles 89 *et seq.* of Legislative Decree No. 81/08.

14.4 The Contractor undertakes to respect and enforce the following, as provided for in Articles 22 and 23 of Legislative Decree April 9, 2008, No. 81/08, as amended: designers of workplaces and work stations are required to comply with the general principles of workplace health and safety prevention when making design and technical choices, and to select equipment, as well as protective components and devices, that comply with all applicable legislative and regulatory provisions. When equipment, protective devices and systems are rented or granted for use, the Contractor will be obliged to document their compliance with applicable legislative and regulatory provisions.

14.5 The Contractor expressly guarantees that the goods supplied by it comply with applicable product safety regulations, particularly the provisions of Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008 (CLP), Legislative Decree No. 81/08, as amended.

14.6 With reference to TITLE IX – "Hazardous substances" – of Legislative Decree No. 81/08, on protection against chemical, carcinogenic and mutagenic agents, all products and materials supplied/used – whose composition contains substances or mixtures classified under applicable rules as chemical agents or which, although not classifiable as hazardous, may produce risks due to their chemical-physical, chemical, chemical-technological properties – must be accompanied by the list of products and materials containing chemical agents that will be utilised at the Production Units (directly or through subcontractors) and by the relevant material safety data sheets prepared in accordance with applicable rules.

The Material Safety Data Sheets shall be delivered or sent electronically to the Competent Department.

14.7 If for any reason, even at the Client's request, after the acceptance of the Order but before the start of the Works, the products and materials to be used are replaced and/or are subject to changes which alter their "classification for the purposes of assessing work and environmental risks", with particular reference to the "Risk Phrases" 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 No. 1272/2008, the Contractor shall transmit to the Client in advance in timely fashion, and in any case at least 20 (twenty) Business Days prior to the Works start date, the updated list of products and materials containing chemical agents and the safety data sheets for new products included in the list, as well as any updated safety data sheets for products already supplied.

14.8 If for any reason, even at the Client's request, after the acceptance of the Order but before the start of the Works, the products and materials to be used are replaced and/or are subject to changes which alter their "classification for the purposes of assessing work and environmental risks", with particular reference to the "Risk Phrases" 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) in accordance with EC Regulation No. 1272/2008, the Contractor shall transmit to the Client in advance and in timely fashion, and at least 20 (twenty) Business Days prior to the Works start date, the updated list of products and materials

containing chemical agents and the material safety data sheets for new products included in the list, and also any updated material safety data sheets for products already supplied.

14.9 In the event that chemical agents are used, the D.V.R. or the Operational Safety Plan in relation to activities falling within Title IV "Temporary or Mobile Worksites" of Legislative Decree No. 81/08 delivered by the Contractor upon entering the Production Unit, shall contain the "Specific Assessment" and a copy of the safety data sheets for products and materials used.

14.10 By accepting the Order, the Contractor declares and guarantees that all contract performances provided or associated with the Order, including any warranty services, will be implemented using ready-to-use materials that are not classified as carcinogens and mutagens with "Risk Phrases" H340 (ex R46; ex R47), H350 (ex R45), H350i (ex R49), H351, H341.

14.11 The Contractor undertakes to take appropriate measures to ensure the fulfilment of its environmental obligations under applicable laws.

14.12 The Contractor undertakes to adopt and fully comply with the Principles of the Global Compact, directing all its activities, performed by its own personnel or by subcontractors, towards compliance with these Principles.

The principles of the Global Compact are:

a) HUMAN RIGHTS.

*One:* Businesses, within their own fields, must support and respect the protection of internationally proclaimed human rights; and

*Two:* make sure that they are not complicit in human rights violations.

b) LABOUR.

*Three:* Businesses must uphold the freedom of association and the effective recognition of the right to collective bargaining;

*Four:* Businesses must support the elimination of all forms of forced and compulsory labour;

*Five:* Businesses must support the effective elimination of child labour; and

*Six:* *Businesses must support* the elimination of discrimination in employment and education.

c) ENVIRONMENT.

*Seven:* Businesses must maintain a precautionary approach to environmental challenges;

*Eight:* Businesses must favor initiatives to promote greater environmental responsibility; and

*Nine:* Businesses must encourage the development and diffusion of environmentally friendly technologies.

d) ANTI-CORRUPTION.

*Ten:* Businesses must work against corruption in all its forms, including extortion and bribery.

14.13 The Contractor undertakes to comply with the applicable laws in force, to be bound by the aforementioned principles, and undertakes to bring to FINCANTIERI's attention any situation of non-compliance with said principles, as well as its plan to remedy this situation.

14.14 For the entire duration of the Order, the Contractor undertakes to allow FINCANTIERI to verify the degree of compliance with the requirements of this Article; FINCANTIERI may request termination of the Order for reasons attributable to the Contractor whenever it has sufficient and justified knowledge that the Contractor has violated any of the Principles mentioned above.

## **15. DELIVERY – LIQUIDATED DAMAGES – SUSPENSIONS AND EXTENSIONS – FORCE MAJEURE.**

15.1 The terms of delivery of the Works referred to in the Order and in the Contract Documents, both final and intermediate, are imperative.

15.2 In the event non-compliance with the aforementioned terms and of delays that are not justified by Force Majeure, the Client may apply liquidated damages equal to 5% of the total consideration for each week of delay, or fraction of a week of delay, up to a maximum of 20%, unless otherwise agreed in the Order. FINCANTIERI shall be entitled to declare the Order terminated, pursuant to Article 22.2 below, if the delay extends beyond the fourth week from the agreed delivery date or for any other breach of contract. FINCANTIERI shall also be entitled to claim any liquidated damages already accrued and to claim compensation for further suffered damages.

15.3 If, during the execution of the Order, circumstances beyond the Contractor's control should occur that prevent the latter from completing the Works by the agreed term, the Contractor may send the Client a reasoned request for an extension. Extensions are granted by written notice, at the Client's discretion.

15.4 In the event of Force Majeure, the Contractor undertakes to notify the Client – within 7 (seven) days of the occurrence of said event – of the date when the event occurred and of the date when it is expected to cease to have effect, and the Contractor may also request the suspension of the Works, as well as their resumption within a reasonable time, to be determined by mutual agreement with the Client.

15.5 In cases of Force Majeure, should the suspension continue for a period exceeding 30 Calendar Days, the Client shall have the right to terminate the Order pursuant to Article 22.2 below.

15.6 Except in cases of Force Majeure, the Client has the right at any time to suspend the execution of the Works, giving notice thereof to the Contractor; the Contractor may never suspend the execution of the Works unless this is specifically agreed by the Client in writing.

15.7 In the event of suspension of the Works at the Client's initiative pursuant to the previous subsection, the Contractor shall suspend all operations, or at least the part of the Works the execution of which has been suspended, and shall not be able to make requests for recognition of the loss of earnings; however, the Contractor shall be entitled to the reimbursement of any demonstrable direct costs actually deriving from the suspension of the Works.

15.8 The days of suspension, also attributable to Force Majeure, shall not be taken into account for the purposes of calculating the term for the delivery of the Works. Delivery terms shall be extended for a period corresponding to the Business Days lost due to the suspension.

## **16. INSPECTION.**

16.1 The Works shall be carried out in accordance with industry standards, in compliance with the Contract Documents, with any variations, deeds of submission (by the Contractor) or supplementary agreements (by the parties) duly approved and in full compliance with applicable legislative and regulatory provisions and orders in force at the time of their implementation.

16.2 The purpose of the inspection is a final verification of the compliance of the Works with the requirements of the Contract Documents, with the scope of the Order and with the law, as well as the suitability of the goods supplied by the Contractor.

16.3 The Contractor shall conduct the inspection operations in compliance with all applicable rules, regulations and procedures. The Inspector is a technician appointed by the Client, as its absolute discretion.

16.4 The Contractor shall cover all expenses related to the inspections, including any repetition thereof, excluding the fees of the Client's appointed inspectors. The Contractor's and Client's Representatives shall be entitled to attend the inspections.

A successful inspection should be evidenced by a certificate, which the Contractor shall send to the Competent Department.

16.5 Regardless of the inspection, the Client reserves the right to verify the Contractor's activities at any time and with the systems it deems most appropriate at all phases of the Works execution, as well as to ensure that the Works executed correspond to the Terms and Conditions of the Order.

## **17. GUARANTEES AND INSURANCE.**

17.1 The Contractor guarantees the Client that the Works will be carried out in accordance with industry standards, both in terms of compliance with technical and operating data and in terms of the quality of the materials used, the processing and the operation of each part separately and of all parts together.

17.2 This guarantee shall expire 24 months after the date of the final positive inspection certificate.

17.3 By virtue of this guarantee, and if the Client explicitly requests this, the Contractor will be obliged to intervene at its own expense in the Production Units or elsewhere, either immediately or within no more than 10 (ten) Business Days, to repair or replace as soon as possible any part of the Works done that reveal defects, faults or discrepancies, provided that they are reported within 60 Calendar Days from the moment of their discovery. The redelivery of the Works subject to repair or replacement, without the defects, faults and discrepancies found, must be evidenced in writing.

17.4 The repaired or replaced parts shall be guaranteed, subject to the same conditions provided for in subsections 17.1 and 17.2 above, for the same duration as that provided for in subsection 17.2 above, with effect from the date on which the repaired or replaced part is delivered.

17.5 If the Contractor fails to remedy the defects, faults or discrepancies within the deadlines, the Client shall have the right, without prejudice to any other right it may have, to do so directly or through third parties, without any obligation to give further notice, and it will be entitled to charge the relevant costs to the Contractor in default.

17.6 If it becomes necessary to take urgent action even before reporting any defects, faults or discrepancies, the Client shall have the same rights and powers as those set out in Article 17.5 above.

17.7 If, at any time whatsoever, the Client is called to answer for any defects, faults or discrepancies of an item supplied by the Contractor or otherwise used by the Contractor, the Client shall have a right of recourse action against the Contractor to whom the defects, faults or discrepancies in question are attributable.

17.8 In any case, the Contractor shall indemnify and hold the Client fully harmless against any claim or action for compensation and/or indemnities from injured third parties, and compensate any loss caused to third parties arising from the execution of the Works.

17.9 In relation to the Contractor's liability for damage to property covered by the Order and liability to third parties, the Contractor undertakes to deliver suitable insurance policies to FINCANTIERI when entering the site where the Works are to be performed and/or delivered, and such policies are to be taken out with a leading insurance company. The insurance shall be stipulated in compliance with the requirements set out in the "Insurance Cover for Fincantieri Group Contractors" attached to these General Terms and Conditions.

The insurance shall expressly cover gross negligence on the part of the insured person, and gross negligence or wilful misconduct on the part of individuals for whose acts the Contractor is liable in accordance with law and/or pursuant to the provisions of these General Terms and Conditions and/or of the Order.

## **18. CONSIDERATION.**

18.1 Without prejudice to the provisions of Article 6.2 or other provisions of these General Terms and Conditions, the amount indicated in the Order shall be deemed to be a fixed amount not subject to review until the Order is fully implemented, even in derogation from Article 1467 c.c. and excluding the provisions of Article 1664, paragraph 1 c.c.. The Parties understand that the consideration shall include expenses, charges and costs borne by the Contractor under these General Terms and Conditions and under the Order.

## **19. PAYMENT.**

19.1 Payments shall be made by bank transfer upon presentation of the relevant invoice. The Contractor undertakes to communicate promptly its current bank account number as well as the bank details of the institution where the account is held, as well as to promptly notify any changes made to it.

19.2 All communications required pursuant to subsection 19.1, including any channelling and mandates, shall be in writing using the Contractor's letterhead and signed in the original by the latter's legal representative. Before the signature, the communication shall clearly indicate (by means of a stamp or in text format) the name and surname of the signatory and their status as legal representative. Any communication by forms and methods other than these correct forms and methods shall be null and void.

19.3 If the Contract anticipates that the Works will be performed in several phases, the rules set out by subsections 19.5. and 19.6. shall apply to the payment of those phases. If, on the other hand, the Works will be performed and delivered in a single instalment at a single fixed date, the rules provided for by subsections 19.7. and 19.8. shall apply to their payment.

19.4 Under no circumstances shall the Contractor be entitled to raise a claim with regard to a delay in payment if this is attributable to the latter's failure, incorrect or late communication of its bank details, or to a fact attributable to the act or fault of the Contractor.

19.5 The state of progress of the Works is considered achieved only after the Contractor has submitted a Works' Progress Certificate (S.A.L. – to be drawn up on a monthly basis starting from the date the Works commence) upon validation by the Competent Department and for full acceptance of the same by the Client.

19.6 Unless otherwise stated in the Order, the payment will take place 90 (ninety) Business Days from the date on which the invoice is submitted in relation to the specific S.A.L. milestone achieved, after the document indicated in the previous subsection has been duly validated.

19.7 The Works shall be deemed to be completed only after the S.A.L. submitted by the Contractor to certify the completion of the Works has been accepted by the Competent Department and – when requested – by the Classification Body and/or Register or by other competent entities.

19.8 The payment of the final amount referred to in the Order will take place, unless otherwise indicated in the Order, 90 (ninety) days after the invoice is submitted, subject to validation of the document referred to in subsection 19.7 above.

## **20. INVOICING.**

20.1 Invoicing shall occur at the intervals indicated in the Order. Invoices shall indicate the number of the Order based on which it was issued, and each invoice shall refer a single Order.

20.2 For Contractors with registered office in Italy, invoices shall be issued in electronic invoice format (XML) using the Interchange System (SDI) for transmission. To send invoices and variation notes, the Transmission Format provided for invoicing between private parties or B2B must be used, which provides for a 7-character

Recipient Code "0000000". For the delivery of electronic invoices, it is sufficient to correctly indicate the Recipient Code 0000000 and the VAT No. 00629440322, the Interchange System (SDI) will then forward the document to the electronic address communicated by FINCANTIERI using the "registration service", taking precedence over any different address indicated on the electronic invoice. For further details, please refer to the corresponding page of the FINCANTIERI website <https://www.fincantieri.com/it/suppliers/centro-servizi-amministrativi/fatturazione-elettronica/> If invoices are issued according to procedures different from those required by applicable rules (e.g. paper issue), the invoice shall be deemed to be not issued pursuant to applicable rules.

20.3 All the bonds (advance, performance, guarantee and social security) shall be sent in original only to the following P.O. Box address: FINCANTIERI S.p.A., Casella Postale n. 307 – 34074 Monfalcone, Italy.

20.4 With reference to Contractors with registered offices abroad, invoices, credit notes and associated attachments, shall be sent to the following e-mail address: FC.fornitori@fincantieri.it. If it is not possible to use the e-mail channel, invoices, credit notes and associated attachments may be sent by postal service to the following address: FINCANTIERI S.p.A., Casella Postale n. 307 – 34074 Monfalcone, Italy.

20.5 The Contractor shall be responsible for covering any charges incurred by the Client as a result of deficiencies, errors or omissions in documentation that the Contractor is required to deliver (invoices, transport documents, certificates of origin, etc.).

## **21. CONTRACT DOCUMENTS AND ANTI-MAFIA SELF-CERTIFICATION.**

21.1 The Contractor acknowledges and agrees that the Client may request in advance the production of technical and/or professional certificates certifying the Contractor's suitability or qualifications.

21.2 In case of an Order with ATIs, consortia or companies joined together in a network contract, the documents referred to in the previous subsection shall be submitted by each entity participating in these forms of association.

21.3 The Contractor acknowledges that the validity of Orders exceeding a value of EUR 150,000.00 (one hundred and fifty thousand/00) is subject to, among others, the sending to the Procurement Department of the following documents, to be carried out simultaneously with the acceptance of the Order:

- a) certificate of registration with the C.C.I.A.A. Chamber of Commerce, together with the Contractor's historical company search record, or equivalent certificate in the case of foreign companies;
- b) self-declaration pursuant to Articles 46 and 47 of D.P.R. No. 445/00, as per the form attached to the Order, by which the owner, or a director with powers of representation, certifies the non-existence of the grounds for prohibition, forfeiture or suspension pursuant to Article 67 of Legislative Decree No. 159/11 and subsequent amendments and additions for himself, his cohabitating family members, for all the other subjects indicated by in Article 85 of Legislative Decree No. 159/11 (paragraphs 1 to 2-quater).

In case of an Order with ATIs, consortia or companies joined together in a network contract, the documents referred to at letters a) and b) shall be submitted by each entity participating in these forms of association.

The following Contractor's obligations remain unaffected: i) in relation to the documentation indicated in letter a), to keep such documentation provided continuously updated, to promptly notify the Client of any changes to said documentation, and to resubmit this documentation within the expiry date of the equivalent documentation already in the Client's possession and, in any case, after 6 (six) months from the acceptance of the Order by the Contractor; ii) in relation to the self-certification indicated in letter b), to renew it every 6 (six) months starting from the acceptance of the Order.

21.4 The Contractor undertakes to report to the Judicial Authority any attempt of extortion, intimidation or undue influence of a criminal nature, in whatever form, including against its shareholders and directors and their respective family members.

21.5 If the Contractor fails to comply promptly with the provisions of this Article, the Client will have the right to suspend payments and declare the Order terminated, according to the procedures provided for in subsection 22.2, also reserving its right to take any appropriate action or bring legal proceedings to protect its rights.

## **22. WITHDRAWAL – TERMINATION AND EXPRESS TERMINATION CLAUSE.**

22.1 The Client has the right to withdraw from the Order without cause, even after the start of the Works. Notwithstanding the provisions of Article 1671 c.c., in this case, the Contractor shall only be entitled to be reimbursed for expenses incurred and to be paid for the Works performed.

22.2 The Parties agree that the Order shall be automatically terminated, pursuant to Article 1456 of c.c., in cases of non-fulfilment or violation by the Contractor of the provisions below, without prejudice in any case to the Client's right to seek compensation for any related, associated and consequent damages:

- a) Article 7.7 (Failure to give prior notice of changes of entities participating in various forms of association such as ATIs, consortia or companies grouped in a network contract);
- b) Article 8.1 (Prohibition on assignment of the Order);
- c) Article 8.3 (Prohibition on Subcontracting);
- d) Article 9 (Independent organisation of the contractor – remunerations and contract terms and conditions of personnel – compliance obligations and indemnity);
- e) Article 10.2 (Non-compliance with the NOUS rules on communications pertaining to the Contractor's personnel operating in the worksite, and failure to comply with applicable safety rules);
- f) Article 14.12 (Principles of the Global Compact)
- g) Article 15.2 (Termination for delay exceeding four weeks);
- h) Article 15.5 (Suspension for more than 30 days);
- i) Article 21 (Non-compliance with the provisions on contractual documentation and on anti-mafia self-certification);
- j) Article 27.6 (Personal data processing);
- k) Article 28 (Non-compliance with the provisions of Legislative Decree No. 231/01);
- l) Article 29 (Conflicts of interest).

22.3 The Parties also agree that the adoption of the suspension measure against the Contractor pursuant to Article 14, paragraph 1 of Legislative Decree No. 81/08, will result in the automatic termination of the Order, without prejudice in any case to the Client's right to claim compensation for all related, connected and consequent damages suffered by the same.

22.4 In order to have the Order declared terminated by law, the Client shall notify the Contractor, by registered letter with proof of receipt or by certified e-mail, that it intends to rely on the grounds for termination. The termination of the Order will take effect from the date receipt of the communication.

22.5 Without prejudice to the foregoing, in all cases of non-compliance by the Contractor, the Client reserves the right at its absolute discretion to grant the Contractor a compliance deadline of at least 15 Business Days, after which the Client may terminate the Order if the Contractor has failed to fulfil its obligations by that compliance deadline.

22.6 If the Client fails to observe its payment obligations, the Contractor waives its right to claim any remedies and, instead, undertakes exclusively to engage in procedures for the purpose of obtaining payment, excluding any entitlement to seek compensation for further loss or other damages.

22.7 If the Order is terminated because performance has become impossible for reasons not attributable to the Parties, the Client shall pay for the part of the Works that have been performed, to the extent that the result is useful to the Client, and in proportion to the agreed price.

## **23. FINANCIAL GUARANTEES.**

23.1 The Contractor acknowledges that the Client may also request suitable guarantees – including third party guarantees – to cover the quality, operation and execution of the Works, and to cover the fulfilment of the Contractor's guarantee obligations as well as applicable social security, insurance and contributions obligations.

23.2 The Contractor acknowledges that all guarantees – including third party guarantees – issued to cover the obligations under the Order shall state as their beneficiary "FINCANTIERI S.p.A., Via Genova 1 – 34121 Trieste, Tax Code 00397130584" and shall be sent to FINCANTIERI S.p.A., Casella Postale n. 307 – 34074 Monfalcone, Italy.

## **24. INDUSTRIAL AND COMMERCIAL PROPERTY.**

24.1 The Contractor represents and warrants that it is the owner and/or licensee and/or assignee of all patents, licences, designs, models, trademarks and other, which have been adopted for the execution of the Works, as well as for the materials, processes and resources used for the execution of the Order, and that such adoption/use does not infringe any third party rights. The Contractor guarantees the Client at all times, indemnifies and holder the latter harmless against any claims made by the owners or licensees of patents, licences, designs, models, trademarks and other, which have been adopted for the execution of the Works, as well as for the materials, equipment, property, procedures and resources used in order for the execution of the Order.

24.2 The Contractor shall bear all costs (without limit) arising from legal actions against the Client brought by third parties based on intellectual property rights associated with the contract performances, including costs incurred the defence in court, and this liability shall extend to any amounts that the Contractor may be ordered

to pay by virtue of provisional or final executive decisions , injunctions, legally enforceable interim or final orders or measures, by whomever issued.

24.3 The Parties agree that the Client shall have full and exclusive title to the result of the Works and to all intellectual and industrial property rights including know-how and rights to economic exploitation.

## **25. ASSIGNMENT OF RECEIVABLES AND FACTORING.**

25.1 The Contractor may not assign, even within the context of a factoring contract, any receivables accrued or due from the Client and arising from the Order. Any exceptions to this prohibition must be agreed periodically with the Client in writing.

## **26. PROHIBITION ON ADVERTISING – CONFIDENTIALITY.**

26.1 The Parties mutually undertake to process the personal data received, incidentally or otherwise, in the execution of the Order, in compliance with applicable personal data protection laws (GDPR and applicable Italian legislation, Legislative Decree No. 196 of 30 June 2003), as well as the measures adopted by the Italian Data Protection Authority.

26.2 The Contractor is forbidden from disseminating any form of advertising related to the Order.

26.3 Notwithstanding this prohibition the Client may, at its sole discretion, periodically authorise special forms of advertising to be carried out in accordance with procedures to be established.

26.4 The Contractor undertakes to keep the Confidential Information confidential, guaranteeing its privacy, and to use it solely to fulfil its obligations under the Order. The Contractor also undertakes not to disclose, reveal or communicate Confidential Information to any third party, in any manner and on any basis whatsoever, even after the Order is fully performed, and to adopt any measures and safeguards that are necessary and suitable to preventing unauthorised access to Confidential Information, as well as the disclosure and use thereof. The Contractor undertakes, accordingly, not to transfer to third parties any materials that may be manufactured on the basis of or using Confidential Information and shall, if necessary, limit the manufacture of materials to the quantities provided for in the Order, ensuring that any waste and/or excess is suitably destroyed.

26.5 In any case, the Contractor undertakes to notify promptly the Client in writing, if any disclosure of confidential information should occur.

## **27. PROCESSING OF PERSONAL DATA.**

27.1 Personal data shall be processed in compliance with the principles and obligations set forth in applicable Privacy Laws.

27.2 Each Party undertakes to process, in compliance with applicable Privacy Laws, personal data of the other Party's employees and/or independent staff members that are received by the first Party or processed for the purposes of entering into and performing the Contract.

Specifically, each Party acknowledges that it acts as an independent Data Controller and, accordingly, undertakes as follows: i) to limit personal data processing operations to the aforementioned purpose only; ii) to make personal data accessible to employees and authorised independent staff members only insofar as strictly necessary; iii) to retain personal data in compliance with the principles of proportionality and necessity and, in any case, only until the purposes of the data processing have been achieved; iv) to guarantee to data subjects the exercise of their rights pursuant to Articles 12 *et seq.* of the GDPR, particularly their rights related to disclosure obligations; v) to adopt all technical and organisational measures required in order to ensure data security levels that are adequate to the risk, according to the parameters established by European data privacy rules (Articles 32-35 GDPR).

27.3 The Contractor acknowledges to have received from FINCANTIERI the data privacy notice containing the information provided for by Articles 13 and 14 GDPR, and undertakes to submit it to its employees and/or consultants and/or to all individuals whose personal data may be processed by FINCANTIERI for the purposes of the contract implementation, assuming all responsibility and/or indemnifying FINCANTIERI against any detrimental consequence resulting from non-compliance with this clause. The Contractor also undertakes to ensure that this compliance obligation is also observed by any appointed subcontractors (or associated or joined companies or consortium partners) in respect of their respective employees and/or consultants.

FINCANTIERI undertakes to store and process the personal data of the Contractor and of any subcontractors (or associated or joined companies or consortium partners) for the purposes and duration strictly required in order for the Contract to be performed, subject to legal obligations that require a different data retention period.

27.4 Any appointment as Data Processor shall take place through the signing of a data processing agreement, as required by Article 28 GDPR.



27.5 To ensure an adequate level of protection of personal data, if data processing operations are conducted by a Contractor based in a country outside the European Economic Area (EEA), the Parties hereby agree that they will use the Standard Contractual Clauses adopted by the European Commission based on Directive 95/46/EC, as well as any other suitable contractual instrument or safeguard identified by the Italian Data Protection Authority.

27.6 If the Contractor fails to fulfil its obligations under this Article, FINCANTIERI has the right to terminate the Order, pursuant to subsection 22.2 of these Terms and Conditions, without prejudice to its right to bring any proceedings before the Judicial Authority.

## **28. CODE OF CONDUCT AND ORGANISATION, MANAGEMENT AND CONTROL MODEL – LEGISLATIVE DECREE JUNE 8, 2001, NO. 231/01.**

28.1 With reference to the provisions of Legislative Decree No. 231/01 on the administrative liability of entities, as amended, the Contractor represents and guarantees that, when executing the Order (i) those who carry out representative, administrative or management functions in their own company or in an organisational unit thereof, (ii) those who exercise, even *de facto*, the management and control of their own company, as well as (iii) those who are subject to the management or supervision of any of the above, and (iv) any independent staff members, shall refrain from any act or omission and from giving rise to any act or event that could lead to the Client being held liable under the aforementioned Legislative Decree June 8, 2001 No. 231.

28.2 In particular, the Contractor undertakes to carry out, and ensure that its personnel carry out the activities covered by the Order in absolute, timely, and full compliance with the principles contained in the Code of Conduct and in the Organisation, Management and Control Model adopted by the Client in implementation of the provisions of Legislative Decree No. 231/01, published and freely available on the website [www.fincantieri.com](http://www.fincantieri.com).

28.3 Any infringement by the Contractor or by its personnel of the above declaration and guarantee, or of any one of the provisions contained in the Code of Conduct and in the Organisation, Management and Control Model, gives the Client the right to terminate the Order by law with immediate effect pursuant to Article 1456 c.c., without prejudice to its right to seek compensation for damages.

28.4 If the Contractor is subject to the rules of Legislative Decree No. 231/01, it represents that it has put in place the necessary measures and safeguards aimed at preventing the commission of criminal offences falling within the scope of Legislative Decree No. 231/01, having reinforced its company structure with internal procedures and with organisation, management and control systems that can prevent the commission of offences and are compliant with legal provisions on the administrative liability of entities.

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

29.1 The Contractor undertakes to make a “Supplier’s Statement of absence of conflicts of interest” and to update it in the event that it is incomplete needs modification due to supervening causes. FINCANTIERI has the right to request an updated statement at any time, at its absolute discretion, and the Contractor shall comply with such request by making a renewed statement within 20 (twenty) days from the date of the request. All communications related to the statement shall be sent in the original to the address indicated in the Order, and sent electronically in advance to the e-mail address indicated therein.

29.2 The Contractor acknowledges that FINCANTIERI, without prejudice to the latter’s right to seek compensation for any damage suffered, shall have the right to declare the Order terminated, pursuant to Article 22.2 of the General Terms and Conditions, if:

- a) the statement of absence of conflicts of interest and the updates referred to in the previous subsection are incomplete or untrue;
- b) the Contractor fails to promptly communicate any necessary updates to the statement of absence of conflicts of interest;
- c) the Contractor fails to comply with the Client’s request to update the statement of absence of conflicts of interest within 20 (twenty) days.

## **30. APPLICABLE LAW – JURISDICTION.**

30.1 These General Terms and Conditions, as well as the Order, are governed by Italian law, with the express exclusion of any further source of law not expressly referred to.

30.2 The Court of Trieste shall have exclusive jurisdiction over all disputes involving the interpretation, validity, effectiveness and/or enforceability of these General Terms and Conditions and of the Order, including disputes involving the existence and amount of credits claimed against the Client, excluding any other court of alternative or competing jurisdiction. Such jurisdiction shall not be waived even in the event of consolidation or joinder of actions.

**31. COMMUNICATIONS.**

31.1 Unless otherwise provided for, communications addressed to FINCANTIERI shall be sent to the Competent Department. They shall be written on letterhead and signed at the bottom of the document, or digitally signed by the legal representative or by a person vested with suitable powers to represent the Contractor. The name and surname of the signatory and their title should be indicated clearly in printed characters or by means of a stamp next to the signature.

31.2 The Contractor's communications shall be in the forms provided for in the previous subsection, and shall contain all of the information indicated therein; otherwise they shall have no effect and, accordingly, will not be enforceable against FINCANTIERI.

## **ANNEX**

### **INSURANCE COVERAGE FOR CONTRACTORS OF THE FINCANTIERI GROUP – CONSTRUCTION AND INSTALLATION WORKS**

1. Without prejudice to all the Contractor's obligations and responsibilities under the contract and provided for by law, the Contractor shall have the obligation to take out and keep valid for the entire duration of the contract the insurance policies indicated in this annex; the policies shall be stipulated with a leading insurance company registered and/or authorised to operate in Italy under insurance laws and regulations in force.
2. The policies and policy ceilings provided for in this annex are minimum requirements only, and do not represent liability limits for the Contractor under the contract. Unless otherwise indicated in the contract, the Contractor shall be liable for and shall indemnify and hold the FINCANTIERI Group harmless against any event not covered by the Contractor's policies.
3. The Contractor will be responsible for covering any deductibles and uncovered amounts specified in the Contractor's policies.
4. All insurance policies requested from the Contractor shall provide that the insurance companies should waive all rights of recourse against Fincantieri and its insurers, except for the motor liability policy, without prejudice to the liability limits undertaken by the Contractor in the contract.
5. The insurance shall expressly provide coverage for gross negligence on the part of the insured and gross negligence or wilful misconduct on the part of individuals for whose acts the Contractor is liable for in accordance with law and/or pursuant to the provisions of the General Terms and Conditions of FINCANTIERI and/or of the Order.
6. The Contractor shall not cancel or amend its policies throughout the duration of the contract, unless FINCANTIERI receives prior written notice of this (at least 30 days prior to any cancellation or amendment), provided that the Contractor maintains the insurance coverage and conditions indicated in the contract throughout the contract term.
7. The Contractor undertakes to ensure that its subcontractors are included as additional insured in its insurance policies, or that these provide adequate insurance cover for the subcontracted activities. At FINCANTIERI's request, the Contractor shall provide it with copies of the subcontractors' insurance certificates.
8. The Contractor shall be liable for and shall indemnify and hold the FINCANTIERI Group harmless against any detrimental consequence and burden, including legal fees, deriving on any basis whatsoever from the Contractor's insurers' failure to pay out insurance or the Contractor's failure to take out or maintain in force valid insurance cover as required by the contract. Furthermore, in the event that the Contractor fails to take out or maintain in force the insurance coverage required by the Contract, the FINCANTIERI Group reserves its right to terminate the Contract without prejudice to all of the Contractor's responsibilities pursuant to the law and the contract.
9. Without prejudice to FINCANTIERI's right to request a full copy of the insurance policies, the Contractor shall send to FINCANTIERI, at least 20 (twenty) days prior to the start of the execution of the contract, a copy of the Contractor's insurance certificates, which shall comply with the requirements of this annex and indicate the following information, for each cover:
  - a) the insured person(s);
  - b) the insured activity;
  - c) the insurance company;
  - d) the start and end date;
  - e) the ceilings of each policy;
  - f) that the insurance coverage complies with the contractual requirements set forth herein and detailed in the "*Insurance Requirements Sheet – FINCANTIERI – CAR/EAR*";

- g) that the insurance companies with which the Contractor has stipulated the insurance policies waive any right of recourse and action against the FINCANTIERI Group and its insurers;
- h) confirmation of payment of the premium

The FINCANTIERI Group assumes no liability for errors in the policies or policy certificates provided by the Contractor. The mere delivery of the policies or policy certificates shall not constitute compliance, by the Contractor, with all of its obligations under the procurement contract.

10. In compliance with the requirements of this Article, the Contractor shall provide evidence of the following insurance policies:

10.1. Employer's Civil Liability Policy ("RCO") for the Contractor's personnel with a maximum ceiling no less than EUR 2,000,000.00 (two million) per event, and with a limit per injured person of not less than EUR 1,000,000.00 (one million). Claims for compensation made by the Contractor's personnel against FINCANTIERI shall be considered as claims against the Contractor and indemnified under this policy. The insurance cover shall also operate if the Contractor's personnel are abroad or are transported on board FINCANTIERI's means of transport and shall include a guarantee for any recourse actions brought by INAIL or by any other public or private body that insures the Contractor's personnel against injury, illness and/or death.

10.2. For each contract that involves *construction works* (i.e. works whose purpose is the construction from scratch or modification of a building or part thereof, construction and infrastructural works), *construction, assembly/disassembly and/or installation works* (i.e. works whose purpose is the installation/erection/assembly of installations, machinery, turbines, etc.) or *extraordinary maintenance works* at any worksite and/or facility and/or offices of Fincantieri:

- a) a "Construction All Risks" (CAR) policy or an "Erection All Risks" (EAR) policy which shall include all guarantee extensions and related minimum sub-limits indicated in the *Insurance Requirements Sheets – Fincantieri – CAR/EAR* and based on the following:
- b) Scope of the CAR/EAR policy: unanticipated or sudden physical loss or direct material damage produced by any cause (unless specifically excluded) affecting insured property placed inside and/or outside the worksite or other location of FINCANTIERI for the execution of construction and/or installation and assembly works covered by the contract. The policy also covers the costs required to replace, restore and rebuild (partially or totally) the insured property and for any indirect material damage incurred by third parties.
- c) CAR policy sum insured: shall be equal to the contract price of the works, plus the price of the materials or any other goods/materials supplied by FINCANTIERI that will be part of the final work, and shall include any and all other amounts related to the contract with which the insurance policy is associated.
- d) CAR policy period insured: the insurance coverage shall start at least from the date of first access to the worksite, and shall remain in force until the date on which the provisional test certificate or the due execution certificate is issued, or on which the final test certificate is issued where extended maintenance activity is contractually provided for.
- e) EAR policy sum insured: shall correspond to the replacement value of all plant and machinery to be installed and, in general, of all works to be carried out and shall be equal to the contract price of the works, plus the value of the materials or machinery required for the construction of the plant, even if supplied by FINCANTIERI, and shall include any and all other amounts related to the contract with which the insurance policy is associated.
- f) EAR policy period insured: The insurance coverage shall commence from the date on which the materials required for the construction of the insured works, as indicated in the Policy schedule, enter the worksite. Therefore, the loading and unloading of these materials from the means of transport are also insured. The insurance coverage is understood to be fully operational during the handling of materials, machinery and plants, however carried out, including the related loading and unloading operations, and to continue until the Final Acceptance Certificate is issued (including, therefore, the maintenance period contractually provided for).
- g) With reference to the special conditions indicated in the *Insurance Requirements Sheet – Fincantieri – CAR/EAR*, the sheet for *higher costs for overtime, night work, holidays or high speed transport* and the sheet for *higher costs incurred by the client (Fincantieri S.p.A. and/or subsidiaries, and/or affiliates, and/or associated companies) in order to continue and/or restore normal production activities* shall have the following wording, to be reproduced in full in the insurance certificate:
  - a. higher costs incurred by the Client (Fincantieri S.p.A. and/or subsidiaries, and/or affiliates, and/or associated companies) to continue and/or restore normal production activity: the

higher costs necessarily incurred by the client in order to continue and/or restore normal production activity: the insurer compensates the higher costs necessarily incurred in by the Client to continue and/or restore normal production activity including, but not limited to, higher costs for rental of vehicles and machinery, rental of premises, offices or warehouses, private security and similar are covered.

- b. higher costs for overtime, night work, holidays or high-speed transport: the higher costs incurred by the Client or by the insured person for overtime, night work, holidays or high-speed transport (including air transport) are eligible for compensation, provided that these higher costs are incurred by the insured person in connection with a claim that can be indemnified under the terms of the policy and up to a maximum amount of 20% of the indemnifiable damage.

10.3. If the Contractor uses motor vehicles for the execution of the contract, it shall take out a third-party liability motor insurance policy ("RC auto"), including liability for loss or harm to passengers.

10.4. The Contractor and its subcontractors may take out a "construction site equipment" policy to cover partial or total damage or loss of equipment, vehicles and site equipment used, owned, hired or in the custody of the Contractor for the purposes of the contractual activities, with insured sums equal to the replacement (market) value of the aforementioned equipment and vehicles; if the Contractor and/or its subcontractors decide not to have this insurance policy, they shall have no claim against the FINCANTIERI Group and their insurers on this account, on any basis whatsoever.

10.5. Any additional insurance policy required by law.