

# FINCANTIERI S.p.A.

Registered office: Via Genova, 1 - 34121 TRIESTE (Italy)  
Paid-up Share Capital : 862,980,725.70 Euro  
TAX CODE 00397130584 VAT NO. 00629440322

## REGULATIONS FOR THE FIRMS OPERATING WITHIN THE FINCANTIERI WORKING UNITS (ed. July 2016)

Attached to order no. \_\_\_\_\_ of \_\_\_\_\_  
Firm \_\_\_\_\_

### **SUMMARY:**

**1. FOREWORD AND DEFINITIONS – 2. WORKS MANAGER – 3. COMMUNICATIONS ON FIRM PERSONNEL – 4. SAFETY OBLIGATIONS PRIOR TO THE START OF THE WORKS – 5. SAFETY OBLIGATIONS DURING EXECUTION OF THE WORKS – 6. SAFETY OF SUBSTANCES/MIXTURES/PRODUCTS/MATERIALS – 7. SAFETY OF WORKS AT HEIGHT – 8. SPECIAL OBLIGATIONS FOR INSTALLERS AND ASSEMBLERS – 9. BREACHES – 10. FIRM PROPERTIES – 11. FINCANTIERI ASSETS AND SERVICES – 12. WORKS PLANNING AND PERFORMANCE – 13. PRODUCTION SITE INTERNAL AREAS – 14. CLEANING AND REMOVAL OF RESIDUAL MATERIALS.**

### **1. FOREWORD AND DEFINITIONS.**

1.1. The provisions set forth hereunder govern the relationship between FINCANTIERI S.p.A. (“**FINCANTIERI**”) and any firm (a “**Firm**”) that for any reason operates with its own personnel within the production units of FINCANTIERI or within premises which FINCANTIERI may use (the “**Production Sites**”, or a single “**Production Site**”) for the performance of works and/or services, including installation, assembly, maintenance, guarantee interventions or operation in general of materials supplied (the “**Works**”).

1.2. For the purpose of these regulations, the following terms and Italian acronyms shall have the following meanings, regardless of whether the same are used in the singular or plural form:

- a) “**Classification Society and/or Register**”: the classification society that surveys the construction project, tests the materials and issues the seaworthiness certificates;
- b) “**D.U.V.R.I.**”: the Unified Document for the Assessment of Interference Risks under Italian Legislative Decree no. 81 of 9 April 2008;
- c) “**D.V.R.**”: the Risk Assessment Document under Italian Legislative Decree no. 81 of 9 April 2008;
- d) “**Pi.M.U.S.**”: the “Plan for assembly, use and dismantling” of scaffolding/temporary works under Italian Legislative Decree no. 81 of 9 April 2008.

### **2. WORKS MANAGER.**

2.1. A representative of the Firm who is qualified to supervise and direct the Works, and with the necessary powers to represent the Firm with regards to FINCANTIERI, shall be always present in the Production Site. His/her name and that of his/her substitutes, if any, shall be notified in advance to the Production Site management.

2.2. The name of the works manager (and of his/her possible substitutes), his/her relation (and the relation of his/her possible substitutes) with the Firm and his/her powers (and the powers of his/her possible substitutes) to perform the contract shall be specified in the “Supervisor Appointment” (*Nomina Responsabile Lavori*) form and in the form for delivery of the work area.

2.3. In case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract, the relationships and the powers of the works manager (and his/her possible substitutes) must be indicated in the “Supervisor Appointment” form and in the form for delivery of the work area, not only in relation to the consortium, the company representing the association and the parent company, but also to each of the associated/consortium companies.

### **3. COMMUNICATIONS ON FIRM PERSONNEL.**

3.1. Before the start of the Works, and subsequently in the event of modifications, the Firm must obtain authorisation from the Production Site management to admit personnel to execute the Works within the Production Site, by producing information, documentation and declarations as described in detail in the "Procedure for regulating access to and presence in the Plant of contractors' staff" (*Procedura per la regolamentazione all'accesso ed alla presenza in Stabilimento del personale delle ditte appaltatrici*), which is delivered to the same with the dispatch of the order and must be signed for receipt and acceptance.

Any changes to its own personnel (employment, dismissal, suspension, etc.) must be communicated promptly by the Firm to the Production Site management.

In order to properly manage admittance to the Production Sites, the names of the personnel must be accurately associated with the order for which access authorisation is requested and the Production Site must be notified promptly in writing of the termination (also temporary) of employment relationships, the renewal of residence permits and the use (also temporary) of one or more workers for an order different from that which was originally declared or any other event that may modify the data of the personnel employed for the Works.

In case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract, the Firm shall provide the above information also in relation to the personnel of any associated company and to any division of the Works among such personnel.

3.2. The Production Site management may, at any time and without any motivation, order the immediate removal of unwelcome personnel; the Firm must immediately replace the said personnel without making any claims or demands.

3.3. The Firm will ensure that its personnel comply with all regulations and disciplinary rules issued by FINCANTIERI, with particular regards to the working hours agreed upon with the Production Site management. Within the Production Site, the Firm must use an autonomous system for tracking the work attendance on an hourly basis of its own employees through the use of clocking cards or badges.

The work clothes of the Firm personnel shall bear distinguishing marks showing clearly the logo and/or the name of the Firm. All personnel must carry an identity card with a photograph, the general details of the worker and the name of the employer. In case of a contract with temporary associations of enterprises, consortia or companies involved in a network contract, the identification signs must allow to understand whether such personnel belongs to the consortium, the company representing the association or one of the associated companies or members of the consortia. For any Works to be performed within "Classified Areas" related to Works with military relevance, the managers of the Firm will have previously obtained any necessary authorisations to be released by the competent authorities, under its own responsibility.

### **4. SAFETY OBLIGATIONS PRIOR TO THE START OF THE WORKS.**

4.1. In compliance with art. 26 of Italian Legislative Decree no. 81 of 9 April 2008 and subsequent modifications and integrations, the Firm undertakes to cooperate with the Production Site representatives in charge of prevention and protection measures against occupational risks relating to the work activity forming the subject of the contract. It also undertakes to collaborate with the same representatives in coordinating prevention and protection measures to safeguard against those risks to which the workers are exposed, also with a view to eliminating any risks due to interference.

Therefore, prior to the start of the Works, the Firm:

- a) shall communicate to the Production Site management the name of a person of its trust and appointed on the basis of his/her specific professionalism and competence who, for the whole duration of the Works, will be charged with implementing and, for his/her area of responsibility, promoting cooperation and the coordination of safety measures to eliminate or reduce risks from interference in the Works;
- b) undertakes to comply and ensure compliance with the procedures of FINCANTIERI informing Firms of the specific risks associated with the environment in which they are to operate and, in particular, to ensure its own personnel is adequately and specifically informed by means of multimedia video;
- c) undertakes to ensure its workers are familiar with the D.U.V.R.I.;
- d) shall perform a joint on-site inspection with FINCANTIERI of the areas where the Works are to be carried out, ensuring that the measures contained in the D.U.V.R.I. are consistent with those provided for in the D.V.R. drawn up for the implementation of Works, having particular regard to the risks referred to under Titles VIII

and IX of Italian Legislative Decree no. 81 of 9 April 2008. The Firm shall deliver the D.V.R. to the Prevention and Protection Services Manager of FINCANTIERI;

- e) shall accept the handover of the area, declaring that it is familiar with all the risks present in the Works area, in adjacent areas, in the transit zones – also associated with the working activities of the Production Site and of third parties – and that it is familiar with the measures to eliminate or reduce interference risks by signing the “Record of acceptance of handover of the work and/or of the area, and of coordination” (Verbale di presa in consegna del lavoro e/o dell’area e di coordinamento) in which the appointment set out at point a) above, the name of the works manager, his/her relation with the Firm and his/her powers are described.

4.2. Without prejudice to the provisions of article 6 below in relation to the specific risks associated with the presence of the toxic agents referred to under Title IX of Italian Legislative Decree no. 81 of 9 April 2008, if for any reason the products used are replaced or are subject to changes that have the effect of altering their classification for the purposes of assessment of occupational and environmental risks, the Firm is required to deliver promptly, and in any case at least 60 days before delivery of the goods and/or start of the Works, the updated list of the products and materials with chemicals, the safety data sheets relating to new products included in the list, and any updates to the safety data sheets already provided.

In the event of authorisation to subcontract, the Firm undertakes to ensure that all health and safety rules prescribed by law and by the contract, by the ancillary documentation and the documents referred to therein, are made fully operational also in relation to the subcontractors, and that each such subcontractor carries out any onsite visit and other formality required by the FINCANTIERI rules for contractors.

## **5. SAFETY OBLIGATIONS DURING EXECUTION OF WORKS.**

5.1. The Firms undertakes:

- a) to comply with and to ensure that its own employees and all persons entitled on its behalf to access the Production Site also comply with the occupational health and safety rules in force and to adopt any further protection and prevention (safety and environment) measures it deems necessary to deal with the risks it has been informed about;
- b) to comply with and to ensure compliance with the rules contained in the D.U.V.R.I., which shall be deemed, in their entirety, to form an integral part of the contract;
- c) to actively engage in cooperation and coordination activities aimed at eliminating or reducing risks of interference between Works, including by mere way of example, reporting any potential risky situation, taking part in and/or calling any appropriate meetings, abstaining from modifying, altering or tampering with any provisional security measure, with reference being made to the specific contents of the D.U.V.R.I.;
- d) to promptly inform the Production Site management of any accident suffered by its own employees during the carrying out of Works in the Production Site or in the places that FINCANTIERI has at its disposal, providing (on request) all documentation relating to the accident and in particular to transmit promptly a copy of the accident report and of the other information required by the procedures of FINCANTIERI attached to the D.U.V.R.I.;
- e) to promptly inform the Production Site management of any breaches of the rules relating to the protection of occupational health and safety which have been formally verified by inspection personnel from the Health Units/Department of Labour Inspectorate and which were committed during execution of the Works;
- f) to provide promptly the information referred to under 4.2, so that the D.U.V.R.I. may be properly updated.

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

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

6.2. For the purposes of Title IX – “Dangerous substances” of Italian Legislative Decree no. 81/08 regarding protection from chemicals, carcinogens and mutagens, all the products and materials supplied/used, whose composition includes substances or mixtures classified as chemicals by applicable law or that, although not classified as dangerous, may pose a risk because of their chemical-physical, chemical, chemical-technological characteristics, must be provided together with a list of the products and materials containing chemicals that make up the subject of the order and/or that will be used at the Production Sites (directly or through subcontractors, if any) and the related safety data sheets prepared in accordance with applicable law.

The safety data sheets must be delivered or sent in electronic form to the Production Site.

6.3. If for any reason, or at the request of FINCANTIERI, after the issuance of the order and prior to the delivery of the goods and/or the start of the Works, the products and materials listed in the order were to be replaced and/or changed so as to change their "classification for the purposes of labor and environment risk assessment" (*classificazione ai fini della valutazione dei rischi lavorativi e per l'ambiente*), with particular reference to the "Hazard Statements" H340 (ex R46; ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39) and H372 (ex R48) according to EC Regulation 1272/2008, the Firm will transmit to FINCANTIERI in advance and promptly, and in any case at least sixty (60) days before the date of delivery of the goods and/or the start of the Works, the updated list of the products and materials containing chemicals and the safety data sheets relating to new products included in the list, together with any update to the safety data sheets already provided.

If such changes were to occur after the start of the Works, the Firm shall transmit in advance and promptly, and in any case before their use, the updated list of the products and materials containing chemicals and the safety data sheets relating to new products included in the list, together with any update to the safety data sheets already provided.

6.4. In case of use of chemicals, the D.V.R. delivered by the entrance to the Production Site shall include the Specific Assessment (*Specifica Valutazione*) and a copy of the safety data sheets for the products and materials used.

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

6.6. Without prejudice to the provisions above, upon execution of the D.U.V.R.I. the Firm shall deliver the updated list of the products containing chemicals and the safety data sheets relating to new products included in the list, together with any updated to the previous safety data sheets. At the same time, the Firm shall issue a declaration related to the dangerous chemicals introduced on the Production Site, in which it shall certify whether or not the Works include the use of chemicals.

## **7. SAFETY OF WORKS AT HEIGHT.**

7.1. Where the services referred to in the contract related to the Works involve the assembly, maintenance and dismantling of scaffolding or temporary works, the Contractor undertakes, prior to the start of the Works:

- a) to draw up, where provided for by law, a plan including the resistance and stability calculations made in accordance with the instructions approved in the ministerial authorisation as well as the working drawing;
- b) to draw up, in compliance with applicable law, the Pi.M.U.S. of scaffolding/temporary works;
- c) to ensure that the scaffolding is assembled, dismantled or altered by workers that have received proper training in the area of operations envisaged, under the direct supervision of a person in charge, in accordance with the best industry standards and in compliance with the Pi.M.U.S.;
- d) deliver the documentation referred to under a), b) and c) to the Production Site management;
- e) where the order also involves the provision of scaffolding materials, to deliver to the aforementioned Production Site management the legally required documentation and certifications for the material in use.

## **8. SPECIAL OBLIGATIONS FOR INSTALLERS AND ASSEMBLERS.**

8.1. In compliance with applicable law, the installers and assemblers of installations, work equipment or other technical equipment must, each for their own area of responsibility, comply with occupational health and safety regulations and with the relevant manufacturer instructions.

## **9. BREACHES.**

9.1. In case of any breach by the Firm or its subcontractors to comply with the provisions of the D.U.V.R.I., with the standards of behaviour to be held within the Production Site or with the safety regulations for the protection of workers' health, as verified by the FINCANTIERI managers, the Firm will pay to FINCANTIERI an amount to be determined based on the seriousness of the breach and on whether there have been repeated breaches, and up to Euro 10,000 (ten thousand).

9.2. The above amount will be proportional to the seriousness of the ascertained breach. The sum shall be owed for simple failure to comply with the specific obligations assumed under the contract, without prejudice to

FINCANTIERI's rights to terminate the contract in accordance with art. 23 of the general terms and conditions of contracting and art. 20 of the general conditions of purchasing and to any right to compensation for any further damage that may be caused.

## **10. FIRM PROPERTIES.**

10.1. The introduction into the Production Site of materials, machinery, equipment and tools belonging to the Firm shall take place in compliance with applicable laws and with the FINCANTIERI rules, in relation to which the Firm specifically undertakes to keep itself constantly updated at its own responsibility.

10.2. All materials, machinery, equipment and appliances introduced into the Production Site and used by the Firm must carry identifiable markings of the Firm and must comply with the safety requirements provided for by the related laws; at any time, FINCANTIERI may require the Firms to supply documentation proving that the aforementioned property is in compliance with applicable law and, where necessary, to replace or to dispose of anything that is not compliant. All operations involving the acceptance or delivery (to or from the Production Site) of materials, machinery, equipment, tools, etc. owned by the Firm, shall be at the exclusive expense of the latter and shall be in compliance with applicable law and the regulations of the Production Site. The Firm specifically undertakes to keep itself constantly updated on the above law and regulations, also in order to avoid disputes once the said property leaves the Production Site.

10.3. The parking and circulation within the Production Site of vehicles in general and also of those owned by or available to the employees of the Firm, if authorised in advance, constitute an authorisation (concessione) in a private facility. Therefore the Firm, as far as necessary, will keep harmless and indemnify FINCANTIERI against any direct or indirect responsibility, also if deriving from the negligence of its employees, for any damage however caused to vehicles, to persons transported and to things contained and/or transported therein.

## **11. FINCANTIERI ASSETS AND SERVICES.**

11.1. The Firm is prohibited from using and hiring materials, machinery, equipment, tools, transport means, etc., belonging to FINCANTIERI. Should the Firm be authorized to use FINCANTIERI equipment or machinery by separate agreements resulting from the contract for the Works, such equipment shall be delivered to it solely by the Manager appointed by the Production Site management. The Firm shall assess the suitability and effectiveness of the item received and identify in advance those persons, suitably trained in its use, who will accept delivery thereof for a period of time that is strictly necessary; it also undertakes to operate it properly and to return it to FINCANTIERI in the same condition. In particular, in the event of the use of means of transportation, the loading/unloading operations shall be the responsibility and at the expense of the Firm. Within the limits of the Production Site availability, the Production Site management may make available to the Firm hoisting machinery and operators for the loading of Firm materials on board the ships under construction or under repair. It is understood that any operation related to the loading (e.g. slinging, palletisation, etc.), as well as any other operation of materials handling within the Production Site (also in the event that the contract provides for the use of equipment belonging to FINCANTIERI), shall be the responsibility and at the expense of the Firm.

11.2. Upon request, the employees of the Firm may use the Production Site canteen, according to the hours, costs and procedures to be agreed with the Production Site management. The Firm shall be charged on a lump sum basis the overall costs of the Production Site related to the use of infirmary/first aid station/bathrooms, lockers and connections to utilities (water, compressed air, oxygen, acetylene, other energies, etc.) in proportion to the number of its employees, the areas occupied (as per article 13 below) and the time spent in the Production Site.

## **12. WORKS PLANNING AND PERFORMANCE.**

12.1. Before the start of the Works, the Firm shall agree with the Production Site management the planning thereof. During the performance stage, the Firm shall comply with the FINCANTIERI quality and working standards and, whenever required, with the provisions of the Classification Societies and/or Registers or any other competent body. Furthermore, the Firm undertakes, starting from the design stage, to coordinate its own activities, if any, with those of FINCANTIERI and of other Firms, in order to avoid delays and/or interferences which may make modifications necessary (dismantling, re-erection, etc.). Should said modifications become necessary, they shall not entail any extra price that may be due to the Firm. In case of delayed start,

discontinuance or hindrances in the performance of the Works, even if due to causes beyond the control of the Firm, the Firm shall, upon prior agreement with the Production Site management, take any appropriate actions in order to avoid or to reduce to the minimum any foreseeable delays.

12.2. Should the Firm be liable for delaying the Works progress schedule and/or not carrying out the Works in the best professional manner, or not in accordance with the contract, FINCANTIERI, following a demand to comply within a suitable term, may intervene with its own personnel or through third parties and will charge the Firm for all costs, expenses and damages related to said intervention.

12.3. Whenever so required, the Firm shall at its care and expense prepare the so called "test memoranda" to be agreed upon with the Production Site management, in addition to any test and trial deemed necessary or appropriate by FINCANTIERI. The Firm acknowledges that the results of such tests will be essential for the purposes of acceptance and/or approval of the Works by FINCANTIERI, FINCANTIERI's client and/or Classification Society and/or Register or any other competent body.

### **13. PRODUCTION SITE INTERNAL AREAS.**

13.1. Upon request of the Firm, the Production Site management, consistently with and to the extent of its capabilities, may make available areas for the installation of prefabs to be used as offices, change rooms, storing spaces, and for minor finishing work. The prefabs' dimensions and characteristics shall be agreed upon in advance with the Production Site management. The prefabs shall be clearly marked and labelled externally with the Firm logo and full name.

13.2. The Firm shall bear the costs for:

- the prefab installation and maintenance;
- their operative costs, including utilities;
- the keeping of goods stored inside.

13.3. It is forbidden to use said prefabs as toilets and, anyway, for purposes other than those listed above.

13.4. The concession of the area is temporary. Therefore, the Firm shall take care of the removal of the prefabs on completion of the Works and/or their shifting and the restoration of the area, upon request by the Production Site management. Furthermore, in case of documented necessity, the Production Site management, consistently and to the extent of the Production Site's availability, shall make available to the Firm one or more Production Site stores/warehouses, to which the same provisions as for the prefabs shall apply. The Firm expressly releases FINCANTIERI from any responsibility concerning the goods stored in the prefabs, storehouses, and other Production Site internal area or on board the ship until delivery of same to the FINCANTIERI's client and, in particular, the Firm releases FINCANTIERI from any responsibility for damages or losses, if any, caused and/or suffered.

### **14. CLEANING AND REMOVAL OF RESIDUAL MATERIAL.**

14.1. The Firm undertakes to keep the Works area clean and healthy.

14.2. The Firm shall systematically remove from the Works area all residual materials, machine-shop detritus, packaging, etc., ensuring that they are disposed of in accordance with their nature and classification in the appropriate containers made available by the Production Site, save as otherwise agreed by the parties. In this latter case, the removal of residual materials or hazardous products and their transportation to and disposal at locations authorised to carry out disposal or salvage/recycling shall be at the care and the expense of the Firm. The Firm shall to this end obtain any specific authorisations in accordance with applicable law.

14.3. The Firm shall ensure that a proper and careful final cleaning is carried out before the final handover of the Works, including by removing any traces of paint or other work processes from the walls, floors and on any other surface.

14.4. It is absolutely forbidden to discharge products and materials of any nature and category into the sea, the sewer network or the ground.

THE FIRM

---

(place and date) (stamp and signature)