

FINCANTIERI NEXTECH S.P.A.

Registered Office Via Carlo Ottavio Cornaggia 10 – 20123 Milan Share Capital fully paid-up Euro 12,000,000.00 Tax code/VAT number 00890740111

GENERAL TERMS AND CONDITIONS OF PURCHASE

(mod. CGAC_NXT ed. January 2023)

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1. INTRODUCTION AND DEFINITIONS

1.1. The general conditions of purchase set forth hereunder form an integral part of the orders awarded by FINCANTIERI NEXTECH (including group companies) to the supplier and apply to the relevant relationships unless otherwise set forth in the special terms and conditions of the order. These terms and conditions are published and can freely be consulted on the website www.fincantierinextech.com.

1.2. For the purpose of these terms and conditions and the special terms and conditions of the order, the terms hereunder, regardless of whether in singular or plural form, will have the following meaning specified for each as follows:

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

“FINCANTIERI NEXTECH” or **“FINCANTIERI NXT”** or **“NEXTECH”**: FINCANTIERI NEXTECH S.p.A. and its Subsidiaries Reicom s.r.l., SLS Support Logistic Services s.r.l., HMS-IT S.p.A., CSI Consorzio Stabile Impianti s.r.l. in liquidation;

“Purchasing Department”: the FINCANTIERI NEXTECH purchasing department that issued the order.

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

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

“Operating Unit”: headquarters, departments, offices, factories and other production sites of FINCANTIERI NEXTECH and its subsidiaries.

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

FINCANTIERI NEXTECH S.p.A.
con socio unico

Sede legale
Via Carlo Ottavio Cornaggia, 10
20123 Milano (MI)

Sede operativa
Via Trieste, 3
19020 Follo (SP)
Tel. +39 0187 980965
Fax +39 0187 981251

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Via Sicilia, 137 - 00187 Roma (RM)
Tel. +39 06 97614061
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2. CONTRACT PROCEDURES AND TERMS OF EXECUTION

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

2.2. Unless otherwise specified, the order must be accepted by the supplier within 4 (four) days from the date of the order itself by returning to the Purchasing Department a copy of the order (or of the acceptance form) and of the technical documentation duly signed on each page or by signing the electronic order by digital signature. The contract between FINCANTIERI NEXTECH and the supplier will be deemed as executed only upon receipt by FINCANTIERI NEXTECH of such documents. The supplier shall not initiate execution of the contract before having returned to FINCANTIERI NEXTECH the duly signed order, including the section relating to the specific acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code, according to the procedures and terms set forth in these terms and conditions or specified in the order itself.

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

2.4. The supplier acknowledges that any amendments and/or changes to and/or issuance of orders will be the exclusive responsibility of the Purchasing Departments. The supplier shall never enter into negotiations or undertake binding engagements with parties other than the said Purchasing Departments.

2.5. Any negotiation whatsoever entered into in breach of paragraph 2.4. hereof will not be binding on FINCANTIERI NEXTECH; any obligations assumed will be borne by the supplier.

2.6. In any case, FINCANTIERI NEXTECH shall not acknowledge or execute payment requests for orders not issued directly by the Purchasing Departments.

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

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

3. AMENDMENTS TO THE ORDER

3.1. FINCANTIERI NXT may amend the contents of the order, provided that this is done in good time, as deemed necessary at the latter's sole discretion.

4. PLACE OF DELIVERY OF THE GOODS

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

5. DISPATCH

5.1. The dispatch of the goods supplied shall be performed at the place of delivery at the care and at the expense of the supplier and under its responsibility in order to guarantee the full integrity of the goods and full compliance with the delivery terms mentioned in the order. The dispatch risks shall be in any case borne by the supplier. Particular conditions, if any, included in the order shall have to be complied with. In the absence of particular conditions, the most suitable means shall be used, upon preliminary notification to the Department in Charge.

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

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

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

5.5. The delivery of goods is agreed to be undertaken in accordance with the DDP clause (Incoterms 2010) for all goods coming from EU countries, or already released for free circulation in the EU, and with the DAP clause (Incoterms 2010) for all goods coming from non-EU countries or in any case subject to custom constraints. It is understood that the delivery will be carried out at the warehouse or any other location that may be indicated to the carrier by the receiving personnel.

In case of goods sold by EU suppliers and coming from EU countries other than Italy, the invoice must specify the combined TARIC nomenclature code.

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

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

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

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

5.9. Any extra costs which FINCANTIERI NEXTECH may incur as a result of non-compliance with the provisions of Article 5 hereof will be charged to the supplier.

6. ACCEPTANCE OF THE GOODS

6.1. The delivery of goods to the receiving personnel does not imply any acceptance, which will be given instead after the positive outcome of the verification of the conformity of the goods with the order and of the absence of defects. FINCANTIERI NEXTECH is entitled to report to the supplier, even after receipt and regardless of whether the invoices have been paid, the presence of defects or the non-conformity of the goods with the order, in accordance with Article 11. In such case, the supplier must promptly remedy the non-conformity and replace any goods with flaws or defects in relation to the scheduled needs of FINCANTIERI NXT's work.

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

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

7. DELIVERY TERMS – PENALTIES

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

7.2. In case of a breach of the aforesaid terms that is not justified by force majeure, liquidated damages shall be applied for an amount of 5% of the total consideration provided in the order for each week, or portion thereof of delay up to a maximum of 20% of the above consideration, unless otherwise agreed in the order itself. If the delay should exceed four weeks from the date agreed for delivery or the other contractual obligations, FINCANTIERI NEXTECH may declare the contract terminated in accordance with Article 20

below and shall be entitled to the penalties already accrued and to compensation for any further damages suffered.

8. TESTING

8.1. The supplier acknowledges that the goods supplied may have to be tested. Testing shall be performed by the supplier through the entities mentioned in the order or required by law, in compliance with all applicable rules, regulations and procedures. Where permitted, testing shall be performed by representatives of the supplier appointed for this purpose by FINCANTIERI NXT according to its own criteria; these representatives will then issue the related certificate ("certificato privato").

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

8.3. Persons appointed by FINCANTIERI NEXTECH and representatives of the customer, or any other governmental authority to whose supervision the supply is subject, may attend acceptance tests and may access the supplier's workshops and factories.

8.4. The test run will be proven by a relevant certificate to be sent by the supplier to the Department in Charge. In the absence of said certificate, the goods will be considered as lacking the essential qualities for their intended use, with the consequences set out in Article 1497 of the Italian Civil Code.

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

9. INSPECTION RIGHTS

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

9.2. Without prejudice to its liability arising therefrom, the supplier shall give persons appointed by FINCANTIERI NEXTECH, and of any of its customers, or any governmental authority, free access to its workshops and factories, in order to check the progress and quality of works necessary for the fulfilment of the order ("right of access").

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

9.4. The costs incurred for the tests will be borne by the supplier.

10. TECHNICAL DOCUMENTATION

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

10.2. In the event of non-delivery of the relevant technical documentation within the terms provided in the order, the supplier shall be liable to liquidated damages equal to 0.05% of the total consideration provided in the order for every day of delay up to a maximum of 4%.

11. WARRANTY AND DEFECTIVE PRODUCT LIABILITY

11.1. The supplier warrants to FINCANTIERI NEXTECH that it will duly perform the supply, both in compliance with technical data and operating requirements, and in terms of the quality of the materials used, processing and operation of each of its parts and of the supply as a whole.

11.2. The above warranty will expire after 24 (twenty-four) months from delivery of the works (ship, engine or other) by FINCANTIERI NEXTECH to the end customer.

11.3. For the purpose of the foregoing warranty and upon specific request by FINCANTIERI NEXTECH or by the customer, the supplier shall be obliged to intervene, immediately or in any case within no more than 10 (ten) working days, in the Production Units or elsewhere, and to repair or replace at its own cost and as quickly as possible any goods with any defects or deviations, provided that they are reported within 60 days from the time they were discovered.

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

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

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

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

12. SAFETY OF SUBSTANCES / MIXTURES / PRODUCTS / MATERIALS

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

12.2. For the purposes of Title IX – “Hazardous substances” of Italian Legislative Decree 81/08, regarding protection from chemical agents, carcinogens and mutagens, all products and materials supplied – the composition of which 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 the related safety data sheets prepared in accordance with applicable regulations.

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

12.4. If for any reason, or also at the request of FINCANTIERI NEXTECH, after the issuance of the order and prior to the delivery of the goods, products and materials under the order were to be replaced and/or modified so as to change their “classification for the purposes of labour and environment risk assessment”, with particular reference to the hazard statements H340 (ex R46; ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39) and H372 (ex R48) according to Regulation (EC) 1272/2008, the supplier shall send FINCANTIERI NEXTECH in advance and promptly, and in any case at least 60 (sixty) days before the date of delivery of the goods and/or the start of the works, the list of the products and materials containing chemicals and the safety data sheets of the new products included in the list, together with any updates to safety data sheets compared already provided.

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

13. PRICES

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

14. PAYMENT

14.1. Payments will be made, unless otherwise indicated on the purchase orders, by bank transfer within 90 (ninety) days of the delivery of the goods upon presentation of the invoice. Any delay in payment due to irregularities and/or non-compliance of invoices or to delays in issuing or sending them by the supplier will in no event be attributable to FINCANTIERI NEXTECH.

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

14.3. All notices required under and for the purposes of paragraph 14.2, including any payment instructions, will be made by written communication on the supplier’s letterhead, signed in original by its legal

representative. The communication will clearly indicate the stamped or written name and surname of the signatory close to the signature and his/her qualification as legal representative. All communications made using methods or formats other than those set out above will be null and void; consequently they will be considered as not carried out and unenforceable against FINCANTIERI NXT, who will not be expected to make any communication in relation thereto.

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

15. INVOICING AND TAX DOCUMENTS

15.1. Invoices and credit notes should be made out to:

For Fincantieri NexTech:

FINCANTIERI NEXTECH S.p.A.
Via Cornaggia 10 - 20123 Milan
VAT NO. 00890740111

For SLS:

S.L.S. - Support Logistic Services s.r.l.
Via Monte Nero, 67 - 00012 Colleverde (RM)
VAT NO. 05708061006

For Reicom:

Reicom s.r.l.
Via G. Leopardi, 31 - 20123 Milan (MI)
VAT NO. 07895520968

For HMS-IT:

HMS IT S.p.A.
Via S. Quasimodo, 136 - 00144 Rome
VAT NO. 07776231008

For CSI

CONSORZIO STABILE IMPIANTI s.r.l. in liquidation
Via G. Leopardi, 31 - 20123 Milan (MI)
VAT NO. 08969920969

15.2. In addition to the requirements of current legislation in terms of electronic invoicing, courtesy copies of tax documents must be sent, with their attachments, to the e-mail address indicated in the order. The files must be received in PDF format and each PDF file may contain only one tax document, complete with any attachments. Within the single PDF file, the tax document must precede any attachments. The supplier hereby declares to be aware that, if the sending methods provided for in this paragraph are not complied with, it will not be possible to process the tax documents sent to FINCANTIERI NEXTECH automatically.

15.3. If it is not possible to send them in electronic format, invoices, credit notes and related attachments may be sent in paper format by post to the address indicated in the order.

15.4. Supplies provided by national operators, or by foreign operators through a VAT position or a permanent establishment in Italy, shall be invoiced indicating the VAT regime applied and shall be subject to stamp duty where due according to the rules in force.

15.5. Suppliers in possession of a declaration of intent are required to use it, bearing the following wording: "Transaction not subject to VAT under Art. 8-bis, second paragraph, of Italian Presidential Decree no. 633 of 26 October 1972" and giving details of the Declaration of Intent, unless:

- the VAT regime of non-taxability on the basis of Art. 8-bis, first paragraph, of Italian Presidential Decree no. 633 of 26 October 1972, or a different regime on the basis of the applicable regulations is applicable;
- otherwise specified in the order.

15.6. Unless otherwise specified in the order, supplies provided by parties not established in Italy will be made without the addition of VAT or corresponding foreign tax (VAT, sales tax, etc.) which, where applicable, is considered included in the price referred to in Article 13.

15.7. If the supplier delivers goods with a DAP clause, which FINCANTIERI is required to import, the supplier must issue separate invoices for such goods.

15.8. On each invoice, in addition to the other data required by law, the following additional information must be provided:

- order number;
- construction or project number (can be found on the first page of the order);
- order position (only for invoices that do not fully cover the order);
- clear and comprehensible description of the goods to be supplied;
- supplier code number (can be found on the first page of the order);
- invoice code, which will be indicated on the first page of the order;

15.9. The supplier hereby declares to be aware of the fact that if the tax documents contain deficiencies, errors or omissions, also with reference to the indications provided for in paragraph 15.8, or if the sending methods provided for in paragraph 15.2 are not complied with, it will not be possible to process them automatically.

15.10. The supplier declares from now on to be aware of the fact that, unless otherwise specifically provided for in the order, it will not be granted advances on the contractually agreed consideration; consequently, the supplier undertakes to issue invoices only after having delivered the goods and after these have been accepted by the Department in Charge with the terms and conditions provided for in these conditions and in the orders.

15.11. Should invoices include anomalies or serious inconsistencies, not corrected by the supplier, FINCANTIERI NEXTECH reserves the right, at its sole discretion, to reject such invoices. In no case may the failure to formally reject an invoice be considered as acceptance of the invoice or of the supply.

16. INCORRECT OR INCOMPLETE DOCUMENTATION

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

16.2. A lump sum of EUR 50.00 (fifty) may be charged as a reimbursement of the related management costs for each transport document which is incomplete or that has been filled out incorrectly.

17. WEIGHT

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

18. WORKS TO BE PERFORMED WITHIN FINCANTIERI PRODUCTION UNITS

18.1. FINCANTIERI NEXTECH considers the protection of health and safety in the workplace to be a primary requirement and therefore the supplier, by accepting the order, undertakes to scrupulously comply with the regulations in force governing work activities.

18.2. If the services referred to in the order (installation, assistance, start-up, assembly, mounting and other) should require the presence of the supplier, even occasionally, within the Operating Units, such services shall be governed by the specific provisions contained in the booklet "Regulation for Contractors operating within the Production Sites of FINCANTIERI NexTech and its Customers" (hereinafter referred to as "**RISP**"), attached to the order. Acknowledgement of the order constitutes proof by the supplier that it has received a copy of the RISP, with the relative attachments, that it has carefully examined them and that it fully, completely and unconditionally accepts them, while at the same time signing them separately.

18.3. The above provisions are without prejudice to FINCANTIERI NEXTECH's right to take action against suppliers breaching the provisions of this title and of the documents mentioned herein.

18.4. If the supplier has to carry out, in accordance with Article 18, activities within FINCANTIERI NEXTECH Operating Units, with the consequent application of the provisions contained in the aforementioned booklet "Regulations for Contractors operating within the Production Sites of FINCANTIERI NEXTECH and its Customers", FINCANTIERI NEXTECH reserves the right to terminate the contract in the event of default or breach by the supplier of the obligations set forth in the following articles of the RISP:

- Paragraphs 3.1 and 3.3 (Communications concerning Company personnel);
- Articles 4 and 5 (non-compliance with safety regulations, with particular regard to non-compliance with the provisions contained in the D.U.V.R.I. - Interference Risk Assessment).

19. CONTRACTUAL DOCUMENTATION – ANTI-MAFIA CERTIFICATION

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

19.2. In the event the order has been signed by temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in paragraph 19.1 shall be presented by each of the parties participating in these forms of association.

19.3. The supplier acknowledges and agrees that the effectiveness of orders for more than EUR 150,000.00 (one hundred and fifty thousand) is subject, among other things, to the supplier sending to the Purchasing Department, at the same time of acceptance, the following documents:

- a) certificate of registration with the Italian Chamber of Commerce, with the company record or equivalent certificate in case of foreign persons;
- b) self-declaration under Articles 46 and 47 of Italian Presidential Decree no. 445 of 28 December 2000, as per the form annexed to the orders, with which the owner or director having powers of representation of the supplier, states, for themselves, for cohabiting members of their family and all other persons indicated in Article 85(1-2-quater) of Italian Legislative Decree 159/2011, that there are no grounds for prohibition, forfeiture or suspension under Article 67 of Italian Legislative Decree 159/2011 and subsequent amendments and additions.

In the case of an order issued in favour of temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in a) and b) must be provided by each of the parties participating in these forms of association.

All the above is without prejudice to the obligation for the supplier to keep the documentation constantly updated, to promptly inform FINCANTIERI NEXTECH about any changes regarding the documentation referred to in points a) and b), and to resubmit the documents within the deadline set for the documentation already in FINCANTIERI NEXTECH's possession and in any case after six months from receipt of the order.

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

19.5. If the supplier fails to comply promptly with the provisions of this article, FINCANTIERI NEXTECH has the right to suspend payments and to declare the order terminated, in the manner set forth in paragraph 20.2, thus also reserving its right to bring any appropriate action in order to protect its rights.

20. EXPRESS TERMINATION CLAUSE

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

- Paragraph 7.2. (Delay in delivery of goods exceeding four weeks);
- Paragraph 18.4 (Failure to comply with the Rules for companies operating within FINCANTIERI Business Units);
- Article 19. (Non-compliance with the provisions related to contractual documentation and anti-mafia certification);
- Paragraphs 29.1 and 29.2. (Non-compliance with the provisions related to the “Supplier's declaration of the absence of conflicts of interest”);
- Article 22 (Prohibition on assignment of the contract);
- Article 30 (Non-compliance with the provisions related to Italian Legislative Decree no. 231/2001 and the Code of Ethics);
- Paragraph 31.6 (Force majeure for a period longer than thirty days).

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

21. FINANCIAL GUARANTEES

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

21.2. The supplier acknowledges that all guarantees issued by third parties covering the obligations set forth in the order must indicate as beneficiary:

For Fincantieri NexTech:

FINCANTIERI NEXTECH S.p.A., Via Cornaggia 10 - 20123 Milan
TAX CODE/VAT NO. 00890740111

For SLS:

S.L.S. - Support Logistic Services s.r.l., Via Monte Nero, 67 - 00012 Colleverde (RM)
TAX CODE/VAT NO. 05708061006

For Reicom:

Reicom s.r.l., Via G. Leopardi, 31 - 20123 Milan (MI)
TAX CODE/VAT NO. 07895520968

For HMS-IT:

HMS IT S.p.A., Via S. Quasimodo, 136 - 00144 Rome
TAX CODE/VAT NO. 07776231008

For CSI:

CONSORZIO STABILE IMPIANTI s.r.l. in liquidation, Via G. Leopardi, 31 - 20123 Milan (MI)
VAT NO. 08969920969

22. ASSIGNMENT OF THE ORDER

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

23. CREDIT ASSIGNMENT AND FACTORING

23.1. The supplier shall not assign, including under a factoring contract, any credits accrued and that may accrue against FINCANTIERI NEXTECH, and any ensuing from the order. Any exceptions to this prohibition must be agreed in writing by FINCANTIERI NEXTECH at any given time.

24. PROHIBITION OF PUBLICITY

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

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

25. PATENTS

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

25.2. The supplier further warrants to FINCANTIERI NEXTECH that it has the right to use and trade the goods supplied, both in Italy and abroad.

26. CONTRACT AMENDMENTS

26.1. Any amendment to these terms and conditions and to the special order terms and conditions must be made in writing and signed both by FINCANTIERI NEXTECH and the supplier, or will otherwise be null and void.

27. CONFIDENTIALITY

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

28. NOTICES

28.1. Unless otherwise specified, notices addressed to FINCANTIERI NEXTECH must be sent to the Department in Charge. Notices must be on the official letterhead and signed by the legal representative, or by another person with the necessary powers to represent the supplier, or digitally signed. Alongside the signature, the first name, surname and position of the undersigned must be clearly indicated by means of a stamp or printed characters.

28.2. Any notice made other than in compliance with paragraph 28.1, or without the information requested therein, will have no effect whatsoever. Consequently, any such notice will be deemed as not given and, as such, not enforceable against FINCANTIERI NXT, which will not be required to make any communication in relation thereto.

28.3. In the event of a change of relevant data, such as the supplier's IBAN, the Department in Charge must receive a traceable communication from the supplier, preferably via Certified Electronic Mail, official documentation or an e-mail with at least one additional contact person of the third party company and a recognized mail domain.

29. CONFLICTS OF INTEREST

29.1. The supplier shall provide the "Supplier's declaration of the absence of conflicts of interest" (henceforth the "**Declaration**") and update it should it be incomplete or require changes due to intervening events. FINCANTIERI NEXTECH may request, at any time and at its sole discretion, that the supplier updates such declaration within twenty days from the request. All communications concerning the declaration shall be sent in original to the address indicated in the order and anticipated to the e-mail address indicated in the order.

29.2. The supplier acknowledges and recognises that FINCANTIERI NEXTECH, without prejudice to the right to compensation for damages suffered by the latter, shall be entitled to declare the orders terminated, pursuant to Article 20 of these terms and conditions, if:

- the Declaration and the updates referred to in paragraph 29.1 are incomplete or incorrect;
- the supplier fails to promptly communicate any mandatory updates to the Declaration;
- the supplier fails to comply with FINCANTIERI's request to update the Declaration within 20 (twenty) days.

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

30.1. The supplier undertakes to comply with the principles contained in the Code of Ethics, Social Responsibility Requirements, Quality, Information Security, Environmental, Safety and Anti-Corruption Policies and in the Organizational, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 (implementing the 1997 OECD "Convention Combating Bribery of Foreign Public Officials in International Business Transactions") adopted by FINCANTIERI NEXTECH, published and freely available on the website www.fincantierinextech.com. If the supplier fails to do so, FINCANTIERI NEXTECH shall have the right to

terminate the order pursuant to paragraph 20.2 of these conditions, without prejudice to any other action before the Judicial Authority.

31. FORCE MAJEURE

31.1. In any case of force majeure which the parties are not able to foresee using due diligence, the parties shall be entitled to request the discontinuance and the resumption of the contract execution within a term to be determined by mutual agreement.

31.2. Events of force majeure include wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restriction in the use of energy, general lack of raw materials or other essential elements for production, embargoes, countrywide strikes called by trade unions to which the parties belong, measures taken by civil and military authorities and any other element that may not be predicted using due diligence.

31.3. In the cases referred to in the preceding paragraph, delivery terms shall be extended for a period corresponding to the working days lost due to occurrence of the aforementioned force majeure events.

31.4. The party who cannot perform its obligations or who may not benefit from the other party's performance due to a force majeure event undertakes to notify to the other party (for the supplier, to the Purchasing Department and the relevant Production Unit), within 7 (seven) days from the occurrence of said event, the date on which it has occurred and the date on which it presumably shall cease its effects.

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

31.6. Should the events of force majeure continue for more than 30 (thirty) days, the parties shall be entitled to consider the contract as terminated by mutual agreement according to the procedures set forth in paragraph 20.2 hereof.

32. APPLICABLE LAW – JURISDICTION

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

32.2. For any dispute concerning the interpretation and/or execution of these terms and conditions and of the orders, including disputes relating to their validity or to the existence or total amount of any credits due to FINCANTIERI NEXTECH, the Court of Milan shall have exclusive jurisdiction for NexTech, Reicom, and CSI and the Court of Rome for SLS and HMSIT, with the express exclusion of any other alternative or concurrent jurisdiction. Such jurisdiction or venue may not be derogated even by reason of a joinder.

Federico Rigoni