

GENERAL TERMS AND CONDITIONS OF PURCHASE – REVISION DATED 25/07/2025**1. General Provisions.**

- a) The terms and conditions set out below (the “General Terms and Conditions of Purchase”) form an integral part of the contracts entered between the Buyer and the Supplier for the supply of the relevant supplier’s products (the “Products”).
- b) The General Terms and Conditions of Purchase apply to all transactions concluded between the Buyer and the Supplier without the need for an express reference to them or a specific agreement to that effect at the time of each individual transaction. Any differing conditions or terms shall only apply if confirmed in writing by the Buyer.
- c) The Buyer reserves the right to amend, supplement, or revise the General Terms and Conditions of Purchase by attaching such changes to the order or to any correspondence sent in writing to the Supplier.

2. Offers and Orders

- a) The Supplier’s offers shall be considered binding, particularly concerning quantities, prices, and delivery terms.
- b) Orders placed by the Buyer shall not be deemed accepted until confirmed in writing by the Supplier. If Supplier fails to provide written confirmation of an order that has been verbally negotiated, the issuance of an invoice by the Supplier or the execution of the order shall be considered as confirmation.
- c) Orders and/or order modifications made verbally or by telephone must be confirmed in writing by the Buyer.

3. Prices and Payment Terms

- a) The Product prices do not include VAT, if applicable, which shall be paid upon delivery or in accordance with the specific provisions indicated in the invoice.
- b) Taxes, duties, insurance, installation, end-user training, and after-sales service are not included in the prices unless quoted separately.
- c) The Buyer has the right to offset, withhold, or reduce amounts due between payables and receivables.

4. Delivery Terms

- a) Any indicated delivery term is binding for the Supplier.
- b) The Supplier reserves the right to make partial deliveries within reasonable limits.
- c) The Buyer may return (so-called “returns”) goods and/or products that are non-compliant or require additional processing. Any costs and/or charges incurred for this purpose shall be borne by the Supplier.
- d) The Supplier shall provide production and delivery schedules upon the Buyer’s request and must inform the Buyer with reasonable notice in case of any expected delays in such schedules.
- e) The Supplier undertakes to
- submit to the Buyer for approval, no later than 5 weeks after the order, a macro-planning (according to the order's technical specifications) detailing the assessment of services by activity.
 - submit to Buyer a detailed schedule no later than 10 weeks after the order, which shall be subject to approval by the Buyer. This detailed schedule shall serve as the basis on which the Supplier builds its medium-term workload forecasts, and compliance with this schedule will ensure the overall success of the project referred to in the order.
 - comply with the scheduled start dates.
 - not exceed the end dates of any production activity.
 - have the necessary materials in stock as early as possible to carry out the activities.
 - comply with the order and the related delivery dates of the materials. In the event of failure to meet these dates, the Supplier shall be subject to penalties as outlined herein.

If the Supplier incurs such delays, he shall promptly inform the Buyer of the (interim and final) delivery dates. As soon as any critical activities arise, the Supplier shall inform the Buyer of the measures it commits to implementing to mitigate these delays and meet the contractual deadlines, making up for any accumulated delays. A new detailed schedule will then be established and, where the new dates extend beyond the original contractual dates, the Supplier hereby agrees in advance to the new schedule, which shall become contractual and binding.

If the Supplier fails to deliver the Goods within the time specified in the Order, the Buyer may – without prejudice to any other rights or remedies – demand and charge penalties for late delivery equal to 5% (five percent) – both of the total consideration for the Goods affected and of the costs (including all direct and/or indirect costs) resulting from the delay – for each calendar day beyond the original delivery date (up to a maximum of 80% of the Order value). Furthermore, at the Buyer’s discretion, the above-said amount will either be deducted from future payments by the Buyer or reimbursed by the Supplier, who hereby expressly agrees in advance to such charges.

5. Hazardous Materials

In compliance with product safety obligations, particularly regarding adherence to the provisions of Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008, and Legislative Decree 81/08, the Supplier is expressly required to guarantee to Scorza that the materials supplied are compliant.

Furthermore, with reference to Title IX "Hazardous Materials" of Legislative Decree 81/08 concerning the protection against chemical agents, carcinogens, and mutagens, all supplied goods whose composition includes substances or components classified under current legislation as "Chemical Agents" – or which, while not classified as hazardous, may imply a risk due to their chemical-physical and/or chemical-technological properties – must be accompanied by a list of products and materials containing such chemical agents included in the scope of supply, along with the corresponding safety data sheets in accordance with current regulations.

These data sheets must be delivered or transmitted electronically at the time the relevant goods enter the Buyer's concerned areas.

Before delivery, the Supplier must inform Scorza if the products and materials covered by the related Order are to be replaced and/or modified in a way that involves the presence of substances classified as "Hazardous Chemical Agents" with particular reference to the following Hazard Statements: H340 (formerly R46, R47), H341 (R68), H350 (R45), H350i (R49), H351 (R40), H360D (R61), H360F (R60), H362 (R64), H370 (R39), H372 (R48), as per Regulation (EC) No. 1272/2008. In such cases, the Supplier must send – via fax or email – at least sixty (60) days before delivery, the updated list of products and materials containing chemical agents, along with their safety data sheets, as well as any updated versions of previously submitted documentation.

6. Asbestos-Free Products and Hazardous Materials

In accordance with MEPC 269(68) of May 15th, 2015, and SOLAS Regulation II-1/3-5, the Supplier must fill in the form "Asbestos Free and Hazardous Materials Certificate_annex A", and submit it, signed and stamped by the legal representative, via fax or email at the same time as signing the Order and related documentation.

In compliance with the obligations regarding the assessment of substances or chemical preparations under Legislative Decree 81/08, the Supplier must also complete the form "Presence-use of chemical products Declaration_annex B".

7. Duty to inspect and accept Products

a) Upon receipt of the Products, the Buyer shall:

- (i) verify the quantities and packaging of the Products and record any objections on the delivery note.
- (ii) carry out a conformity check of the Products, as received (without opening any packaging and/or wrapping unless otherwise agreed), against the order confirmation, and record any discrepancies on the delivery note or in a follow-up communication (e.g., email).

b) In the event of claims for defects and/or faults (including non-conformities), even partial, in relation to the order (including any technical specifications and/or written agreements), the Buyer shall:

- (i) notify the Supplier of such defects and/or faults. If the complaint concerns a defect that was not apparent during the initial inspection, it must be made as soon as the defect is discovered, and in any case no later than 60 days after discovery.
- (ii) The Buyer shall make the contested Products available for inspection within seven (7) days from the communication; such inspection shall be conducted jointly by the Supplier or by an expert appointed by the Supplier. After this period, the Buyer shall be entitled to dispose of the goods as deemed appropriate.

8. Warranty Terms

The Supplier guarantees that Products are free from defects and conform to technical specifications declared by the Supplier.

Unless otherwise agreed and without prejudice to the percentages of payment withheld as a guarantee as specified in the Order, the Supplier assumes full responsibility towards Scorza for the design (where applicable) and execution of the supply, including compliance with technical and operational specifications, the quality of the used materials, workmanship with the best tools and techniques, and the proper functioning of each component and the entire system. This warranty shall expire 24 (twenty-four) months after the vessel delivery to Shipowner by Shipyard.

To fulfill the related obligations and upon explicit request, at its own care and expense and without any right to price increases and/or extra charges, the Supplier shall be required to repair (in case of defective workmanship) and/or replace, as quickly as possible, at its own care and expense, either at Scorza's facilities or elsewhere, including abroad, any part of the supply that shows defects or non-conformities, provided such defects are reported within 60 (sixty) days of their detection, in derogation of Article 1495 of the Italian Civil Code.

The repaired and/or replaced parts shall be warranted, under the same conditions as the original supply, for an additional period of 24 (twenty-four) months from the date on which the repaired and/or newly replaced part is installed on board and its conformity to the order and contractual specifications has been verified and certified.

If the Supplier fails to promptly correct the defects and/or non-conformities (in accordance with the schedule communicated by Scorza), Scorza shall have the right, without prejudice to any of its other rights, to carry out the necessary corrective actions directly or through third parties, without any obligation of further notice, charging all related costs, without exception, to the defaulting Supplier, who hereby expressly agrees in advance to such charges. If, for any reason, it becomes necessary to carry out the above-mentioned warranty and/or restoration work before a formal notification is made, Scorza shall still retain the same rights and powers stated above.

9. Limitation of Liability

- a) The Supplier is liable to the Buyer for the conformity of the Products and undertakes to indemnify the Buyer for any breach or non-performance of contract, including any direct damage or loss of profit suffered by the Buyer because of the use or non-use of the Products in other products.
- b) The Supplier shall do everything in its power to deliver the Products within any agreed deadlines and may be held liable for any damages, whether direct or indirect, caused by delayed performance of a contract or delayed delivery of the Products.
- c) The Supplier's catalogues, price lists, order specifications, correspondence, or other promotional material serve as an indication of the type of Products and prices, and the information contained therein is binding on the Supplier.

10. Right of Withdrawal

The Buyer shall always have the right to dispute the suitability of the delivered products by giving written notice to the Supplier.

11. Processing of Personal Data

The Parties undertake to process the personal data of which they become aware while executing the Contract in accordance with the limits, forms, and methods established by applicable law.

For these purposes, Parties declare that personal data provided under this Contract are accurate, precise, and truthful, and mutually release each other from any liability arising from clerical errors or incorrect data entries in their respective electronic or paper archives.

By signing the contract, each Party confirms that it has provided its personnel involved in the contract with the appropriate information notices required by data protection laws. Staff responsible for contract management, personnel involved in operations and the provision of related services, including administrators, are aware of the existence of a contractual relationship between Parties and that their personal data, properly minimized, may be disclosed to the other Party for purposes related to the correct execution of the contract, in compliance with applicable law.

Data may be disclosed to agents or parties involved in the sales or oversight process, or to other contractors, when strictly necessary to properly fulfill client requests.

The subcontractor acknowledges that the company is part of Genova Industrie Navali S.p.A. Group, based in Via dei Pescatori, Molo Cagni - 16128 Genoa, and that personal data related to contractual relationships may be made available to Parent Company or to other companies in the Group for management optimization purposes.

Parties undertake to cease all personal data processing activities 10 (ten) years after delivery of the product or completion of the service. At the end of this period, the data will be retained in anonymized form together with the contract documentation. Retention for longer periods is permitted for other purposes, which must be expressly indicated in each Party's respective privacy notices.

Should specific personal data processing activities be required in connection with the execution of the contract, beyond those mentioned above, the Parties agree to enter into a supplementary agreement, including any necessary appointment of one of the Parties as data processor, to govern such processing activities.

12. Applicable Law

- (a) In the event that the Buyer is an entity governed by Italian law, these General Terms and Conditions of Purchase and all contracts entered with the Supplier shall be governed by Italian law.
- (b) If the Buyer is a non-Italian entity, these General Terms and Conditions of Purchase and all related contracts shall be governed by the 1980 Vienna Convention on the International Sale of Goods (CISG).

13. Jurisdiction

- (a) Any dispute arising between Parties concerning the interpretation, validity, or execution of these General Terms and Conditions of Purchase and related contracts shall fall under the exclusive jurisdiction of the Court of Genoa (Italy).
- (b) It is understood between Parties that only the Buyer, at its sole discretion, may waive the exclusive jurisdiction set forth in paragraph (a) above to bring legal action against the Supplier at the latter's domicile and before the competent court thereof.

14. Invoicing – Prices

Invoices must be issued to: GEROLAMO SCORZA S.p.a. Via Isolagiugno 33, Località Maddalena – 16013 Campoligure (Genoa) and sent to: invoice@gerolamoscorza.it

Each invoice, in addition to the legally required details, must also include the following reference information:

- Construction or project number (as indicated on the first page of the Order).
- Order number.
- Order line item (only for invoices that do not cover the entire order).
- Payment terms, as indicated in the Order, including the IBAN code to which payment should be made.
- Delivery Note number (for materials).
- A concise yet clear description of the material or services provided.
- Each invoice must refer to a single Order. Invoices referring to multiple Orders will be rejected.

If payment has been agreed via R.B. (bank receipt) or drafts, all related banking and stamp duty costs, without exception, shall be borne exclusively by Supplier.

If the Supplier intends to change IBAN for invoice payments, they must make a prior request via certified email (PEC) to gerolamoscorza@legalmail.it, clearly indicating the new banking details in place of those previously provided.

Prices indicated in the Order are fixed and not subject to any revision until full execution of the contract, including as an exception to Articles 1467 and 1664 (Paragraphs I and II) of the Italian Civil Code.

Prices are valid for domestic or nationalized materials delivered DDP (Delivered Duty Paid), including packaging.

Payments are in any case subject to the following conditions:

- Acceptance of the Products / Goods / Supply / Service by Scorza and/or the Shipyard and/or the Shipowner. In this regard, the Supplier is entitled to participate in inspection calls.
- Resolution of any so-called “remarks” raised during the execution of works.

15. Assignment of the Contract and Receivables

The Contract, including any agreements under a factoring arrangement and/or the receivables arising from it, may not be assigned by Supplier to third parties, even partially, without the written consent of the Purchaser, as the assignee.

16. Confidentiality – Intellectual Property

The Supplier undertakes not to reproduce or transmit to third parties any drawings or models made available by Scorza for the execution of the supply and/or services, not to sell to third parties any materials/services manufactured based on such drawings or models, to limit production to quantities specified in the order, and to destroy any possible scraps. Supplier also agrees to provide Scorza with copies of the construction drawings (including sketches and any other related documents) resulting from the work carried out on Scorza’s behalf, as well as the “as-built” drawings.

As regards the reproduction of photographic and/or multimedia material related to projects executed on behalf of Scorza, the Supplier must obtain prior written authorization from Scorza.

17. Final Provisions

(a) The total or partial invalidity of any single provision of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions.

(b) These General Terms and Conditions of Purchase are drafted both in Italian and English. In the event of interpretative doubts, the Italian version shall prevail.

Place, date, stamp and signature

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are hereby specifically approved:

Art. 1 (b) – Applicability of the General Terms and Conditions of Purchase to all contracts. Art. 3 (c) – Prohibition of offsets, withholdings or reductions. Art. 4 – Delivery deadlines. Art. 7 – Obligation to inspect and accept the products. Art. 9 – Limitation of liability. Art. 12 – Governing law. Art. 13 – Jurisdiction. Art. 14 – Invoicing – Prices. Art. 15 – Assignment of the contract and receivables. Art. 16 – Confidentiality – Intellectual Property.

Place, date, stamp and signature
