

GENERAL CONTRACT CONDITIONS – G.C.C. OF 2026_02_20

Preamble

- a) The General Conditions set forth herein (hereinafter referred to as the General Contract Conditions – GCC) form an integral part of individual orders issued by Gerolamo Scorza S.p.a. (hereinafter referred to as Scorza).
- b) Unless otherwise agreed in a written and signed agreement by Scorza, the terms and conditions herein shall apply to all purchase orders for materials, machinery, and/or services of any kind (hereinafter the “Goods”) issued by Scorza.
- c) Notwithstanding any contrary provisions contained in the Seller’s / Supplier’s sales and/or supply conditions (regardless of the document name), the Seller / Supplier agrees that acceptance of Scorza’s purchase order constitutes (1) an express waiver of its own sales conditions and (2) express acceptance of the terms and conditions set forth herein.
- d) The Purchase Order consists of the offer made by the Buyer for the supply of goods or services in accordance with the General Contract Conditions set forth in this document. The Supplier accepts such Purchase Order, confirming it according to the procedures outlined below.

1. Validity of the Purchase Order

Scorza recognizes only written orders sent to suppliers as valid. Any modification to the text of the Order, as well as to these General Conditions, shall be considered valid only if formalized in writing with a proper order amendment issued by Scorza.

2. Order of Precedence

In the event of a conflict among the General Contract Conditions, the Purchase Order, and the Technical Documentation (if available), these documents shall prevail with respect to conflicting provisions, in the following order:

1. General Contract Conditions
2. Purchase Order with its attachments, including technical ones, transmitted both during negotiations and execution
3. Technical Documentation (if available)

3. Definitions

- **Goods:** The items specified (quality, type, quantity, measurements) in the Purchase Order and Technical Documentation (if available).
- **Purchase Order:** The order submitted by the Buyer to the Supplier for Goods and/or Services.
- **Buyer:** The company Scorza placing an order and intending to acquire Goods or obtain Services from the Supplier.
- **Services:** Any of the services indicated in the Purchase Order and Technical Documentation (if available).
- **Supplier:** The company providing the Goods and/or Services.
- **Technical Documentation:** Any technical specification that the Goods and/or Services provided must meet or comply with. All information regarding quantities, types, sizes, prices, and technical or commercial details provided by the Supplier during negotiations shall not, in any way, constitute reference parameters for future economic claims or

requests that do not correspond to the relevant Purchase Order. Such information shall only serve to ensure a better technical understanding of the supply's purpose for both Contracting Parties.

4. Acceptance of the Order

The Supplier must send, within 7 (seven) days (or sooner if specified), a signed copy of the Purchase Order along with signed copies of all attachments, including these General Contract Conditions.

Unless otherwise agreed, an Order shall be considered final and binding upon the Buyer's receipt, within 7 (seven) days from the Order date, of the Supplier's written confirmation via email or fax. Failure to return the signed Order within 7 (seven) days shall still constitute acceptance, without prejudice to Scorza's right to cancel the Order for any reason without any entitlement of the Supplier to compensation or reimbursement.

Any terms in the Supplier's confirmation that modify, conflict with, or contradict these conditions shall be considered invalid unless expressly accepted in writing by the Buyer. No contract execution may occur before returning the properly signed Order according to Articles 1341 and 1342 of the Italian Civil Code. Otherwise, Scorza may consider the contract unexecuted. Execution of the Order constitutes automatic acceptance by the Supplier of these conditions.

5. Modifications to the Order

Scorza may request the Supplier, during execution, to make modifications deemed necessary for proper execution. Scorza may amend the Order, and such modifications shall not invalidate it. The Supplier shall promptly notify Scorza of any price or timing changes required by requested modifications, and these changes shall be mutually agreed in writing via an amendment or a new Purchase Order.

6. Packaging and Protection

6.1 The Supplier shall, where required or agreed, deliver the Goods to the address indicated in the Purchase Order or, if not indicated, to the Buyer's address or another location specified during execution. The Supplier shall provide the Buyer with the duly signed delivery documents (DDT).

6.2 Goods must be properly packaged (including pallets if required) and labeled externally for clear identification, showing quantity, Purchase Order reference, Buyer's article codes, and Supplier's batch numbers. The Supplier shall comply with applicable regulations for exports, including fumigation requirements where applicable.

6.3 Services shall be provided at the address specified in the Purchase Order or, if not indicated, at the Buyer's address.

6.4 Packaging shall be at the Supplier's expense, suitable for the type of goods, destination, and purpose, designed to prevent damage during land transport, loading, and handling. Supplier must consider Buyer's specific packaging instructions and applicable regulations. Any additional costs incurred by Scorza due to non-compliance shall be borne by the Supplier.

6.5 The Supplier must promptly notify the relevant Purchasing Department upon shipment. Shipments must include a copy of the delivery document with Order references, WBS elements, package lists, content lists, dimensions, and any other Order-specified information.

6.6 Unless otherwise agreed, delivery shall be DDP (Incoterms 2020) for EU goods and DAP (Incoterms 2020) for non-EU goods or those subject to customs restrictions. Non-EU goods not

cleared for free circulation must be accompanied by invoices, certificates of origin, or other required documentation.

7. Acceptance of Supply

Goods and Services must comply with applicable EU and Italian regulations. If requested in the Purchase Order, they must be accompanied by certificates of conformity or declarations confirming certified materials. Delivery to receiving personnel does not constitute acceptance; formal acceptance occurs only after verification of compliance with the Purchase Order and/or Technical Documentation.

Non-conformities may be identified at any time by the Buyer or third parties. The Supplier bears all restoration costs, penalties, and payment suspensions until acceptance. Scorza may report non-compliant goods up to 60 days after installation; the Supplier shall promptly replace them according to Scorza's scheduling needs. Any extra costs due to defects shall be quantified by the Buyer and charged to the Supplier.

8. Hazardous Substances

8.1 The Supplier must guarantee compliance with product safety obligations under REACH Regulation (EC No. 1907/2006), CLP Regulation (EC No. 1272/2008), and Legislative Decree 81/08. Goods containing chemical agents must be accompanied by safety data sheets at delivery.

8.2 The Supplier must notify Scorza of any changes introducing hazardous chemicals (as per CLP Regulation) at least 60 days before delivery and provide updated safety data sheets.

9. Asbestos-Free and Hazardous Materials

9.1 In accordance with MEPC 269(68) May 15th 2015 and SOLAS Regulation II-1/3-5, the Supplier must complete the "Asbestos-Free and Hazardous Materials Certification" (Annex A) and return it signed and stamped.

9.2 The Supplier must also complete the "Declaration of Presence/Use of Chemicals in Supply" (Annex B) according to Legislative Decree 81/08.

10. Delivery Terms

10.1 Delivery time is essential. The Supplier must deliver Goods and Services by the specified date or period in the Purchase Order and associated technical documentation. The Buyer provides work schedules for planning purposes.

10.2 The Supplier must provide production and delivery plans upon request and notify the Buyer of delays. Detailed plans must be submitted within 10 weeks of order; intermediate and final deadlines must be respected, including material and labor availability.

10.3 Failure to deliver on time may result in penalties, replacement of Goods or Services, or procurement elsewhere at the Supplier's expense.

10.4 Early delivery may be accepted or rejected at the Supplier's expense if non-compliant.

10.5 Delivery dates not initially defined will be communicated by Scorza as soon as possible.

10.6 Special delivery arrangements must be agreed with the Buyer, including off-hours or special unloading needs.

10.7 Delivered quantities: no tolerance unless otherwise agreed in writing.

10.8 Quality: the Buyer may reject non-compliant Goods or Services. The Supplier shall remedy deficiencies at its own cost, including internal labor (€35/hour plus VAT) or third-party services.

11. Risk and Ownership

The Supplier bears risk of damage or loss until delivery to the specified address. Ownership transfers to the Buyer upon delivery, subject to rights regarding non-conforming materials. Recovered materials belong to Scorza.

12. Prohibition of Assignment or Subcontracting

Assignment of credit or transfer of the contract is prohibited without Scorza's written consent. Services must be performed by the Supplier's qualified personnel. Subcontracting is only permitted with prior written authorization, and the Supplier remains fully responsible.

13. Safety and Accident Prevention

The Supplier shall take all necessary measures to protect its employees and third parties, including signage, and comply with accident prevention and workplace hygiene regulations.

14. Insurance

The Supplier guarantees insurance coverage for its personnel, including civil liability, and indemnifies the Buyer from all related liability.

15. Personnel Treatment

If applicable under Italian law (Art. 3, Law 23.10.60 n.1360), the Supplier shall provide employees with wages, benefits, and social security at least equal to those for similar roles, and indemnify the Buyer from any claims.

16 - Testing

Testing shall be carried out at the Supplier's expense, if necessary and as required, by the bodies designated in the text of the Order, in accordance with the rules provided by such institutions, or by the Supplier's internal bodies assigned for this purpose, issuing in such case the corresponding private certificate.

All costs related to testing, including any repetitions, as well as the fees of agents of External Bodies for tests carried out at the Supplier's or its subcontractors' workshops, and, if required, for testing at Scorza's facilities or on board ships under construction or repair, shall be borne by the Supplier.

Regardless of the prescribed testing, Scorza reserves the right to verify at any time, using the methods it deems appropriate, the full compliance with the Order requirements of both the Supplier's parts and those of its subcontractors to ensure complete fulfillment of contractual requirements.

Furthermore, during production, the Final Customer is entitled to free access to the Supplier's Production Unit to perform inspections and checks aimed at verifying production compliance and request any corrective and/or restorative interventions, which remain the exclusive responsibility of the Supplier.

17 - Work Progress

For orders requiring staggered deliveries, the Supplier shall provide a detailed schedule of work progress and partial deliveries. To monitor such progress and the quality of the work—without prejudice to the Supplier's responsibilities in this regard and liability for delays—free access shall

be granted to Scorza's representatives and its clients' representatives to the Supplier's and its subcontractors' workshops.

Such representatives shall have the right to perform any tests deemed necessary to verify compliance with the Order for both supplied and subcontracted parts.

All material costs for testing shall be borne by the Supplier.

Scorza's and its clients' representatives shall have the right to attend testing and general trials, including so-called mock-ups. If a mock-up is requested, and it requires a joint inspection by the Supplier (non-compliance with the project, insufficient quality, etc.), the Client reserves the right to charge the Supplier for the associated mock-up costs.

18 - Warranty

The Supplier—unless otherwise agreed and without prejudice to the percentages withheld as warranty as provided in the Order—fully guarantees to Scorza the design (if under its responsibility) and execution of the supply, both in terms of technical and functional compliance, material quality, workmanship using the best equipment deemed appropriate, and the operation of each part and the overall system.

This warranty shall expire 24 (twenty-four) months after delivery of the ship to the Shipowner by the contracting Shipyard.

To fulfill its obligations, and upon explicit request, at its own care and expense, without any right to additional charges or extras, the Supplier shall repair (in case of defective workmanship) and/or replace as soon as possible, at its own expense, at Scorza's facilities or elsewhere, including abroad, any part of the supply showing defects or non-conformities, provided they are reported within 60 (sixty) days from detection, notwithstanding Article 1495 of the Italian Civil Code.

Repaired and/or replaced parts shall be guaranteed under the same conditions as the main supply for an additional period of 24 (twenty-four) months from the date the repaired or newly replaced part is installed on board and its compliance with the Order and contract specifications is verified and certified.

Should the Supplier fail to promptly (and in any case according to the schedule communicated by Scorza) remedy defects and/or non-conformities, Scorza shall have the right, without prejudice to any other rights, to act directly or through third parties, without further notice, charging all related costs to the defaulting Supplier, which expressly accepts such charges.

If, for any reason, it is necessary to carry out the above or any warranty/repair interventions before notification, Scorza shall still retain the same rights and powers.

19 - Invoicing – Prices

19.1 Invoices must be addressed to: GEROLAMO SCORZA S.p.A. - Via Isolagiugno 33, Località Maddalena - 16013 Campoligure (Genoa) and sent to invoice@gerolamoscorza.it.

Invoices must be either subject to VAT or under a non-taxable VAT regime, as specified in the Order.

If invoices are to be issued under a non-taxable VAT regime, they must include a stamp duty and the following statement:

"Transaction not subject to VAT pursuant to Art. ...(see Order)."

Each invoice, in addition to other legally required details, must include:

- Construction or order number (as shown on the first page of the Order)
- Order number
- Order position (only for invoices covering part of the order)
- Payment method as indicated in the Order, including the IBAN for payment

- Delivery Note number (for materials)
 - Concise but clear description of materials or services provided
- Each invoice must reference a single Order. Invoices referring to multiple Orders will be rejected.
- If payment is agreed by R.B. or drafts, all related bank and stamp costs shall be borne exclusively by the Supplier.

19.2 Prices indicated in the Order are fixed and not subject to revision until full completion of the contract, even contrary to Articles 1467 and 1664 (I and II paragraph) of the Civil Code. They are valid for national or nationalized materials delivered to the destination, including packaging.

19.3 Payments are always subject to:

- Acceptance of Products/Goods/Supply/Service by Scorza and/or the Shipyard and/or the Shipowner; in this regard, the Supplier may participate in inspection calls.
 - Resolution of so-called remarks during production.
- If the Supplier intends to change the IBAN for invoice payment, a prior request must be sent via certified email (PEC) to gerolamoscorza@legalmail.it, providing full replacement bank details.

20 - Incorrect Documentation

Any costs, including taxes, incurred by Scorza due to errors or omissions in documentation provided by the Supplier (invoices, delivery notes, etc.) shall be borne by the Supplier, which expressly accepts such charges.

The Supplier is also obliged to promptly notify the Purchasing Department of any changes to its registered data if different from that provided at the time of the Order.

21 - Weight

For materials invoiced by weight, for settlement purposes, the weight recognized by the State Railways or competent Customs shall be valid, provided it is known, or the weight recorded upon receipt at Scorza's facility.

22 - Confidentiality – Intellectual Property

The Supplier undertakes not to reproduce or transmit to third parties drawings and models provided by Scorza for the supply, not to sell materials based on such drawings or models, to limit production to the quantities indicated in the Order, and to destroy any scraps.

The Supplier shall provide Scorza with copies of construction drawings (including sketches or other materials) from works executed under the Order and account of Scorza, as well as "as-built" drawings. The Supplier authorizes and consents to Scorza's use of technical, design, construction, or production documents for the purposes of the contract.

For reproduction of photographic or multimedia material related to projects executed on behalf of Scorza, the Supplier must obtain prior authorization.

23 - Cancellation – Suspension

In addition to other cases in the General Terms and Conditions, Scorza may cancel the Order via registered mail with return receipt or PEC without paying penalties or charges to the Supplier, without prejudice to Scorza's right to claim damages for Supplier's non-performance:

(A) Before confirmation of the Order by the Supplier under Article 4

(B) In case of:

(I) Supplier failing to meet Order or warranty obligations;

(II) Supplier refusing without reason to consent to Order modifications under Article 5;

(III) Supplier's non-performance of any Order or contractual obligations, not remedied within 3

(three) days of written notice, or abandonment of the Site/Suspension of Services/Delivery;
(IV) Force majeure causing delay over 30 (thirty) days from the scheduled delivery;
(V) Supplier declared bankrupt, undergoing voluntary liquidation, concursal procedure, or creditor agreement.

In case of cancellation, suspension, termination, or withdrawal, Scorza is entitled to damages and contractual penalties. Scorza may also deny access to the Site to undesired Supplier or subcontractor personnel and may cancel the Order partially or fully at any time via fax, registered mail, or PEC. Upon cancellation, the Supplier must immediately stop all work and adopt measures to minimize costs and losses.

24 - Force Majeure

Non-performance due to strike, fire, earthquake, flood, laws, ordinances, restrictions, terrorism, war, or other unforeseeable causes beyond reasonable control, not caused by negligence or willful misconduct (a "Force Majeure Event") is excused, provided the affected party:

- (i) promptly notifies the other in writing, indicating the impact on performance; and
- (ii) resumes performance as soon as reasonably possible.

25 - Personal Data Processing

The Parties shall process personal data in compliance with applicable laws. Data provided are accurate and truthful. Parties acknowledge informing their personnel of data protection rights. Data may be shared with agents, contractors, or the parent company for contract execution purposes. Processing shall cease 10 years after delivery of the product or service, with subsequent anonymized storage. Any further data processing requires a separate agreement.

26 - On-Site Work Regulations

The Supplier must comply with conduct and safety regulations in force at the shipyard.

27 - Timekeeping Systems

Suppliers must install suitable timekeeping systems (cards, clocks, badges) to record personnel presence at the shipyard before starting work.

28 - Disputes

Italian law applies to all matters not covered in these terms. The Court of Genoa has jurisdiction for any disputes.

29 - General

29.1 Partial invalidity: Any clause declared invalid does not affect the rest of the contract.

29.2 Compliance: The Supplier must know and comply with all relevant laws, decrees, and regulations.

29.3 Waiver: A Party's failure to enforce a right does not constitute waiver of that right.

Read, confirmed, and signed.

Client

Supplier

Gerolamo Scorza S.p.A.

Place, date, and signature

Place, date, and signature

Pursuant to Articles 1341 and 1342 of the Civil Code, the following clauses are specifically approved: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29.

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