

GENERAL CONTRACT CONDITIONS – DATED 18-07-2025**Preamble**

- a) The General Conditions set forth herein (hereinafter referred to as General Contract Conditions – GCC) form an integral part of each individual order issued by Gerolamo Scorza S.p.A. (hereinafter referred to as Scorza).
- b) Unless otherwise agreed in a written and signed agreement with Scorza, the present terms and conditions shall apply to all purchase orders for materials, machinery and/or services of any kind (hereinafter referred to as the “goods”) issued by Scorza.
- c) Notwithstanding any contrary provision contained in the Vendor’s/Supplier’s terms and conditions of sale and/or contract and/or supply (regardless of the name of the document), the Vendor/Supplier agrees that its acceptance of Scorza’s purchase order constitutes (1) an express waiver of its own terms and conditions of sale and (2) an express acceptance of the terms and conditions set forth herein.
- d) The Contract represents the Buyer’s offer for the procurement of goods or the provision of Services in accordance with the General Contract Conditions provided in this document. The Supplier accepts said Contract by confirming it in accordance with the procedures indicated below.

1 – Validity of the Order

Scorza recognizes as valid only orders sent to suppliers in writing. Any modification to the content of the Order, as well as to these General Conditions, shall be valid only if formalized in writing through a duly issued order amendment by Scorza.

2 – Order of Precedence

In the event of conflict between the General Contract Conditions, the Contract, and the Technical Documentation (where available), such documents shall prevail, with reference to the conflicting provisions, in the following order of priority:

First – Contract/Order

Second – Technical Documentation (where available)

Third – General Contract Conditions

3 – Definitions

Goods shall mean those specified (in terms of quality, type, quantity, size) in the Contract and the Technical Documentation (where available).

Contract shall mean the order submitted by the Buyer to the Supplier for Goods and/or Services.

Buyer shall mean Scorza, the company placing the order and intending to purchase Goods or receive Services from the Supplier.

Services shall mean any of the services specified in the Contract and the Technical Documentation (where available).

Supplier shall mean the company providing the Goods and/or Services.

Technical Documentation shall mean any technical specification to which the Goods and/or Services must conform or comply.

It is also emphasized that all information regarding quantity, type, size, prices, and any technical and commercial details included by the Supplier in its offer during the negotiation phase may in no way be considered as reference parameters or values for future comparisons or for any economic claims advanced by the Supplier that do not correspond with what has been agreed upon in the relevant Purchase Order.

Such information shall serve only to provide both Contracting Parties with a better technical understanding of the scope of supply.

4 – Order Acceptance

To accept the order, the Supplier must return a signed copy of the order in all its parts, together with a signed copy of all its attachments (including these “General Contract Conditions”), within **7 (seven) days** (or a shorter period where specifically indicated).

Unless otherwise agreed between the Parties, an Order shall be considered final and binding upon the Buyer's receipt, within **7 (seven) days** from the Order date, of the written confirmation of the Order by the Seller/Supplier via email or fax.

Failure to receive the countersigned Order from the Supplier within 7 (seven) days from Scorza's submission shall nevertheless result in the Order being deemed accepted, without prejudice against Scorza's right to cancel the Order for any reason, without any right of the Supplier to claim compensation and/or reimbursement of any kind or nature.

Any condition included in the Supplier's order confirmation that modifies, conflicts with, or contradicts any of the terms and conditions herein shall be considered invalid and unenforceable unless expressly and specifically accepted in writing by the Buyer.

It is strictly prohibited to begin performing the contract before returning the duly signed order, including the specific acceptance clause pursuant to Articles 1341 and 1342 of the Italian Civil Code, and in accordance with the procedures and terms established in these Conditions or indicated in the Order itself.

Otherwise, Scorza reserves the right to consider the contract as not concluded.

In any case, execution of the Order shall automatically constitute (by **conclusive behavior**) full acceptance by the Supplier of these conditions.

5 – Order Modifications

Scorza reserves the right, during execution, to request from Supplier any modifications deemed necessary to the content or proper execution of the Order.

Scorza may make any change to Order, and such changes shall not invalidate or nullify Order.

Supplier shall promptly inform Scorza of any price or timing adjustments made necessary by changes requested by Scorza, and such adjustments shall be agreed upon in writing by Parties in an amendment to the Order or in a new Contract signed by both Parties.

6 – Packaging and Protections

6.1 Supplier, where required and/or agreed, shall deliver the Goods to the address specified in the Contract or, if no such address is specified, to the Buyer's address or to any other location that may also be communicated during the execution of the Order. The Supplier shall promptly send the duly signed delivery notes to Buyer.

6.2 Goods must be packaged (where appropriate also using suitable pallets for transport and destination) and externally labeled in such a way that they are clearly identifiable. The packaging must indicate the delivered quantity, the Order reference, any part or item code of Buyer, and any lot or batch number of Supplier. Additionally, Supplier undertakes, at its own care and expense, to comply with all applicable regulations for supplies destined abroad (including but not limited to regulations applicable to shipments to the USA and Canada, such as goods and/or packaging fumigation and other relevant rules).

6.3 Services shall be provided at the address indicated in the Order or, if this indication is absent, at Buyer's address.

6.4 Packaging is at Supplier's cost and responsibility and must be appropriately sized and suitable for the type of goods, their destination, and purpose. Packaging must be designed to prevent any damage during overland transport, loading, and onboard handling. Moreover, Supplier must consider any specific instructions provided by Buyer in the Order regarding packaging and protection methods, as well as any applicable regulations related to destination.

Any additional cost incurred by Scorza due to failure to comply with the above requirements shall be borne by Supplier, who hereby accepts such charges in advance.

6.5 It is Supplier's responsibility to promptly notify the relevant Purchasing Office of the goods shipment. Shipped goods must always be accompanied by a copy of the Delivery Note including the following details: Contract Order reference, WBS element and order position reference, packing list, list of the contained goods, their dimensions, and any other instructions specified in the Order.

6.6 Unless otherwise specified and/or agreed, delivery of goods is carried out under DDP terms (Incoterms 2020) for all goods originating from EU countries or released for free circulation within the European Union, and under DAP terms (Incoterms 2020) for goods originating from non-EU countries or subject to customs restrictions.

6.7 In the case of goods originating from outside the European Union and not released for free circulation, invoices must be accompanied by a certificate of origin and/or an EU goods movement certificate and/or any other documentation required by applicable local regulations.

7 – Acceptance of Supply

Goods and/or Products and/or Services must comply with the applicable European and Italian regulations. Where required in the Order, they must be accompanied by certificates of conformity and/or declarations certifying the nature of the materials as certified, if expressly requested, and/or the relevant certifications. In any case, supply must be delivered and completed in a workmanlike manner. Delivery of Goods and/or Products and/or Services to the receiving personnel does not constitute acceptance. Acceptance shall only be formalized after verification of conformity with the terms and conditions of the Order and only following a positive outcome of such verification by Scorza and/or third-party recipients (e.g., the Shipyard and/or the Shipowner).

Any non-conformities in materials and/or workmanship and/or activities with respect to the contractual documentation shall be considered defects and/or faults and/or discrepancies. These may be reported at any time (without limitation) by the Buyer and/or third parties (including the Shipowner and/or the Shipyard), without exception. Such non-conformities will entail full responsibility of the Supplier for all restoration costs related to or resulting from such defects, including any penalties charged by the Customer and/or third parties. Payment may be suspended until final acceptance of the Goods / Products / Services by Shipowner and/or resolution through rework.

Scorza reserves the right to report to Supplier any materials delivered and installed that do not comply with the order or that exhibit defects and/or faults, even after installation, and even if the related invoices have already been paid. This may be done within 60 (sixty) days from the discovery of such issues. In such cases, Supplier is obliged to replace the non-conforming goods within technically necessary timeframes, considering Scorza's production scheduling needs.

In the event of defects and/or faults reported to Supplier by fax or email during supply or execution of works, any extra costs arising from such defects will be quantified by Buyer (considering both third-party charges and internal processing costs, which will be charged at a rate of €35.00/hour plus VAT, if applicable). These costs will be charged to Supplier and may be deducted by Buyer from amounts due to Supplier, with prior notice by registered letter with return receipt, certified email (PEC), or standard email communication.

If required obligations are not met – either contractual or regulatory – Scorza reserves the right to refuse the goods. In such cases, goods may either be rejected or accepted provisionally for subsequent corrective work and/or restoration. All related risks, charges, and expenses –without exception – will be borne exclusively by Supplier. If Buyer incurs costs for the return of the goods, such expenses will be charged to Supplier.

8 – Hazardous Substances

8.1 In accordance with the obligations concerning product safety—particularly regarding compliance with the provisions of Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008, and Italian Legislative Decree 81/08—the Supplier must explicitly guarantee to Scorza the conformity of the supplied materials.

Moreover, with reference to Title IX "Hazardous Substances" of Legislative Decree 81/08, concerning protection from chemical agents, carcinogens, and mutagens, all goods supplied whose composition includes substances or components classified under current legislation as "Chemical Agents"—or that, even if not formally classified as hazardous, may pose a risk due to their chemical-physical and/or chemical-technological properties—must be accompanied by a list of products and materials containing chemical agents that are part of the scope of supply and the corresponding safety data sheets, drawn up in accordance with current legislation.

These safety data sheets must be delivered or transmitted in digital format at the time of entry of the goods into Buyer's operational areas.

8.2 Prior goods delivery, Supplier must inform Scorza whether products and materials related to the applicable Order are to be replaced and/or will undergo changes that would result in the presence of substances falling under the category of "Hazardous Chemical Agents", particularly those linked to the following Risk Phrases: H340 (ex R46, ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39), H372 (ex R48) in accordance with Regulation (EC) No. 1272/2008.

In such cases, Supplier must send—via fax or email—the updated list of products and materials containing chemical agents along with the corresponding updated safety data sheets, no later than 60 (sixty) days prior to goods delivery.

9 – Asbestos-Free Products and Hazardous Materials

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

9.2 With reference to the obligations concerning 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".

10 – Delivery Terms

10.1 The Supplier acknowledges and agrees that delivery time represents an essential element, a strict deadline, and of fundamental importance. The SUPPLIER is aware of the Client's expectation upon meeting deadlines (especially given their production schedule) and undertakes to do everything possible to comply with both intermediate and final deadlines. The Supplier shall deliver the Goods and perform the Services on the date or within the timeframe specified in the Purchase Order and subsequent technical documentation (e.g., vessel schedule, delivery plan, etc.).

The Client provides the Supplier with a work schedule/calendar indicating when the Supplier must intervene. These dates and assembly charts allow the Supplier to back-plan material requirements, project completion dates, and to estimate long-term costs. Unless otherwise agreed, this schedule/calendar constitutes the setting referred to in this contract.

10.2 Upon the Buyer's request, the Supplier must provide production and delivery schedules and must inform the Buyer with reasonable notice if delays in any of these schedules are anticipated.

Specifically, the Supplier undertakes to:

- Submit for the CLIENT's approval, no later than 5 weeks after the order, a high-level plan (per the technical specifications of the order) detailing the service breakdown by activity.
- Present to the CLIENT a detailed schedule no later than 10 (ten) weeks after the order. The CLIENT will convene a meeting to approve and sign this detailed schedule, which will constitute the Supplier's contractual commitment. The Supplier must base its medium-term capacity forecasts on this detailed schedule, and meeting it is essential for achieving the overarching project goals.
- Adhere to the scheduled start dates.
- Not exceed the end dates for each activity.
- Have the necessary materials in stock as early as possible for the activities.
- Have sufficient labor resources available to start on the first date and complete by the final date or within the established deadlines.
- Comply with the contractual order and associated completion dates. Failure to do so exposes the Supplier to penalties as set forth herein.

Should the Supplier incur delays, it shall promptly inform the Buyer of revised delivery timelines (both intermediate and final). As soon as critical activities arise, the Supplier shall inform the CLIENT of the measures it will implement to mitigate delays and meet contractual deadlines, including the deployment of additional qualified personnel to address and recover from such delays.

If work schedules and delivery dates are amended, a new detailed schedule will be established. Should the revised dates be later than the original contractual ones, the Supplier shall accept the new schedule, which shall then become binding. If, due to a verifiable cause attributable to the CLIENT, the work cannot start on the scheduled date, the Supplier and Client agree to meet at least one week prior to that date. The CLIENT may then either:

- Decide to postpone the completion date for that quantity to the latest permissible time, which will become the new contractual date; or
- Request that the Supplier reduce the task duration. If the reduction is less than 25% of the standard duration, the Supplier shall accept the new date at no additional cost to the CLIENT. If the reduction exceeds 25%, the CLIENT will require the Supplier to implement an acceleration plan.

Any remarks (i.e., complaints regarding the work) from the CLIENT and/or the Shipyard and/or the Shipowner will be conveyed to the Supplier at the time they are raised. The Supplier undertakes to address and resolve any remarks within two (2) business days of notification, as these are fully the Supplier's responsibility. The Supplier must designate a person within its organization responsible for resolving such remarks, who will serve as the primary contact for the CLIENT.

10.3 If the Supplier fails to deliver the Goods or perform the Services within the period specified in the Purchase Order, the Buyer may, without prejudice to any other rights or remedies:

- (i) Apply a penalty of €1.500 for each day of delay beyond 48 hours, in case of failure to resolve remarks within stipulated timeframes.
- (ii) Impose late delivery penalties equal to 5% of the total price of the relevant Goods and/or Services, including all costs (direct and indirect), for each week or part thereof past the original delivery date (up to a maximum of 80% of the Order). The CLIENT may deduct this amount from future payments or demand reimbursement from the Supplier, which hereby expressly accepts such charges.
- (iii) In case of substantial delay (in whole or in part), procure the same or similar Goods or Services elsewhere, at no further cost or expense to the CLIENT. The Supplier must issue a credit note for any prepaid amounts or reimburse such amounts immediately. The CLIENT may also charge the Supplier for any price difference or reasonable additional expenses incurred.
- (iv) Apply a penalty of €1.500 per calendar day of delay if the premises are not ready for inspection two weeks prior to the CLIENT's and/or Shipyard's and/or Shipowner's visit.
- (v) Apply a €500 per day penalty for failure to deliver four-week progress reports and schedules.
- (vi) Apply a €7.500 penalty for each delayed or rejected presentation to the Shipowner and/or Shipyard if agreed timeline milestones are not met.

10.4 If delivery occurs before the due date, the Buyer reserves the right to accept or reject the Goods at the Supplier's expense if they are not completely compliant with the purpose specified in the Purchase Order.

10.5 If the delivery date for the Goods or Services was not fully defined at the time of the Purchase Order, Scorza (the Buyer) shall notify the Supplier of the delivery date as soon as possible.

10.6 Any special arrangements for delivery or unloading of Goods—such as deliveries outside the time stated in the Purchase Order or Technical Documentation, or outside the Buyer's usual office hours (8:15am–17pm, Monday to Friday)—must be agreed in advance with the Buyer.

10.7 Quantities delivered: unless otherwise agreed in writing by the Buyer, the Buyer will not accept any tolerance in the quantities of Goods delivered.

10.8 Quality: the Buyer has the right to reject Goods that are not compliant with the Purchase Order and/or Technical Documentation. In case of non-conformity or unsatisfactory performance of Services, the Buyer:

(I) May send the SUPPLIER, via registered letter with return receipt or certified email (PEC), a request to remedy the deficiency within a set period.

The SUPPLIER shall indicate how it will achieve the required result.

If the new deadline is refused or missed, the CLIENT reserves the right to have third parties assist the SUPPLIER or to replace the SUPPLIER with a third party.

Any additional costs incurred by this assistance shall be borne by the SUPPLIER, and the CLIENT may deduct the amounts paid to third parties from amounts still owed to the SUPPLIER.

If the SUPPLIER is replaced, the order may be cancelled without compensation to SUPPLIER.

The CLIENT shall also have the right to apply penalties to the SUPPLIER for delays in the final completion of the Order, calculated as follows:

- Delay in the completion of individual activities: a rate of 0.5% of the total final value of the Order for each calendar week (or part thereof) of delay counted from the activity's scheduled completion date.
- Overall project completion delay: the Service shall be deemed complete only when all activities are finished and officially accepted by the shipowner and the shipyard without reservations. Should the deadline for achieving full acceptance not be met, delay penalties of 5% of the total final value of the Order will apply for each calendar week (or part thereof) of delay, up to a maximum of 80% of the total final Order value.

(II) May return non-conforming Goods at the Supplier's risk and expense.

(III) May require the Supplier to collect such Goods at its own risk and expense.

Without prejudice to any other rights of the Buyer—including compensation for additional damages and the right to pursue claims through other means—the Supplier shall promptly replace non-compliant Goods at no cost to the Buyer or reimburse any amounts paid by the Buyer for non-compliant Goods or for restoring conformity, either via in-house personnel (€35/hr. plus VAT if applicable) or through third parties, and/or by purchasing conforming Goods. The cost of these replacements and/or services will be deducted from future payments by the Buyer or reimbursed by the Supplier, which hereby expressly accepts such charges.

11 – Risk and Ownership

The Supplier shall bear the risk of any damage to or loss of the Goods during transportation until delivery is made to the address specified in the Purchase Order, or, if no specific address is provided, to the Buyer's address.

Ownership of the Goods—subject to the Buyer's rights concerning non-conforming materials (i.e., defective or non-compliant goods)—shall pass to the Buyer upon delivery of the Goods to the address indicated in the Purchase Order or, if none is specified, to the Buyer's address.

Any materials recovered on processing shall be property of Scorza.

12 – Prohibition on Assignment or Transfer of the Contract and on Subcontracting

The Supplier may not assign its rights to payment nor transfer, in whole or in part, the contract for the Works, unless Scorza expressly agrees in writing.

The Services must be performed directly by the Supplier, under its sole responsibility, using properly trained personnel.

Subcontracting of any part of the contract is prohibited unless Scorza grants express prior written authorization before any work commences. To obtain Scorza's authorization, Supplier must justify the technical reasons for subcontracting. The supplier is also expected to provide the name and main information of the subcontractor, submit the list of personnel to be deployed and advise all additional information required by applicable law.

If the Goods and/or Services under the contract are subcontracted (subject to prohibitions above), the Supplier shall remain the sole party responsible to the Buyer for the proper execution of the contractual obligations (Goods and/or Services). The Supplier further commits to indemnify and hold the Buyer harmless against any claims, of any kind, including those for damages, brought by third parties in relation to or connected with the subject matter of the contract.

13 – Health & Safety and Accident Prevention

The Supplier is fully aware of all hazards present in the work area, adjacent zones, and transit corridors, including those arising from the activity itself. Accordingly, the Supplier shall implement all necessary measures to safeguard the health and physical integrity of its employees, personnel deployed on-site, and third parties. This includes the installation of adequate signage. In addition, the Supplier shall observe and enforce compliance by its own and its agents' personnel with all legally prescribed accident-prevention and occupational hygiene rules and regulations, with specific regard to the provisions of Italian Legislative Decree no. 81/2008 - including site-specific safety and hygiene standards as issued by Scorza's safety service.

14 – Insurance for Personnel

The Supplier ensures that all its personnel are fully insured, also regarding civil liability toward third parties, in compliance with applicable laws and regulations. The Supplier further agrees to indemnify and hold harmless the Buyer from any liability related to such personnel insurance matters.

15. Treatment of Personnel

If Article 3 of Law No. 1369/1960 applies to this Order, Supplier shall be obliged to ensure that its employees engaged in performing the work under this contract receive economic, regulatory, welfare, and pension benefits not inferior to the minimum standards applicable to workers performing similar duties for the contracting company. The Supplier shall indemnify and hold harmless the Buyer against any disadvantage arising from the application of this provision, expressly authorizing the Buyer to offset any liabilities claimed by third parties against amounts due under the contract.

16 – Testing and Inspection

Testing shall be carried out at the Supplier's expense, either by the Entities designated in the Purchase Order according to their protocols or, where permitted, by Supplier-appointed internal bodies issuing a private inspection certificate.

The Supplier shall cover all costs associated with testing, including repeated tests, fees for External Entity agents performing tests at the Supplier's facilities or those of its subcontractors, as well as, where required, testing at Scorza's premises or onboard vessels under construction or repair.

Independently of the prescribed testing, Scorza reserves the right to inspect at any time—by any method it deems appropriate—the conformity of the Supplier's and its subcontractors' work to the Purchase Order requirements, to ensure full contractual compliance.

During production, the Final Customer is granted unrestricted access to the Supplier's production site to carry out inspections and audits. The Final Customer may request corrective or remedial actions of any kind, all of which shall be carried out at the Supplier's sole cost.

17 – Work progress

For Orders involving staged deliveries, the Supplier must submit a detailed schedule of both work progress and partial deliveries. To monitor this progress and the quality of workmanship – without affecting the Supplier's obligations or liability for delays – Scorza's representatives and those of its clients shall be granted unrestricted access to the Supplier's workshops and those of its subcontractors. These representatives are entitled to carry out any tests deemed necessary to verify compliance with Order specifications, whether on supplied or subcontracted components.

All material costs for such tests shall be borne by the Supplier.

Furthermore, Scorza's and its clients' responsible representatives have the right to observe testing, including mock-ups ("mock-up"). If a mock-up is requested and requires a joint inspection (due to non-compliance with the design or insufficient quality etc.), Scorza reserves the right to charge the Supplier for the associated mock-up costs.

18 – Warranty

The Supplier – unless otherwise agreed and subject to the retention percentages for warranty as specified in the Order – assumes full responsibility towards Scorza for the design (if within its scope) and execution of the supply. This includes ensuring compliance with technical specifications, functionality, the quality of materials used, the workmanship, and the operation of all parts and the entire system.

This warranty will expire 24 (twenty-four) months after vessel's delivery to the Owner by the Contractor, unless otherwise agreed.

To fulfill its contractual obligations and upon explicit request, at its own cost and without entitlement to any additional charges or extras, the Supplier shall promptly repair (in case of faulty workmanship) and/or replace, at the earliest opportunity and at its expense, whether at Scorza's facilities or elsewhere (including abroad), any part of the supply that manifests defects or non-conformities – provided that such defects are reported within 60 (sixty) days of their discovery, in derogation of Article 1495 of the Civil Code. The repaired or replacement parts shall be warranted, under the same conditions as the main supply, for an additional 24-month (twenty-four) period starting from the date the repaired or newly installed part is placed into service aboard the vessel and its compliance with the Order and contractual specifications has been confirmed.

Should the Supplier fail to promptly correct defects or non-conformities in accordance with the schedule communicated by Scorza, Scorza shall have the right – without prejudice to any other remedy – to undertake such corrections directly or through third parties, without further notice, charging all related expenses, without exception, to the defaulting Supplier, who hereby expressly accepts such charges.

Should any such warranty or corrective interventions be necessary before Scorza formally issues the defect report, Scorza shall still retain the same rights and powers as above.

19 – Invoices and pricing

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

Invoices must be subject to VAT or in a VAT exemption regime, as specified in the Order.

In case it is indicated that the invoices must be issued under a VAT exemption regime, they must be subject to stamp duty and must contain the following statement:

"VAT-exempt transaction pursuant to Art. ... (see Order)."

In addition to the other legally required data, each invoice must include the following details:

- Construction or order number (as indicated on the first page of the Order).
- Order number.
- Order position (only for partial invoices, i.e., those that do not cover the entire order).
- Payment method, as specified in the Order, with the IBAN code for payment.
- Transport Document number (for materials).
- A concise and clear description of the materials or services provided.
- It is specified that each invoice must refer to a single Order. Any invoices referring to multiple Orders will be rejected.

If payment is agreed by Bank Remittance or drafts, all related banking and stamp duty costs, without exception, will be exclusively borne by the Supplier.

19.2 The prices indicated in the Order are fixed and not subject to any revision until the full completion of the contract, even in derogation of Articles 1467 and 1664 (I and II Paragraph) of the Civil Code. They are valid for national or nationalized materials delivered freight prepaid, including packaging.

19.3 Payments are always subject to the following conditions:

- Acceptance of the Products/Materials/Supply/Service by Scorza and/or the Shipyard and/or the Shipowner. In this regard, it is at the Supplier's discretion to participate in inspection calls.
- Resolution of any remarks (referred to as "remark" during the work process).

If the Supplier intends to change the IBAN account for invoice payments, he must send a prior request via certified email (PEC) to gerolamoscorza@legalmail.it, providing the detailed bank account details replacing previously ones.

20 – Transfer of Contract and Receivables

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

21 – Incorrect Documentation

Any charges, including tax-related ones, that may be incurred by Scorza due to errors or omissions in the documentation submitted by Supplier (invoices, delivery notes, etc.) shall be borne by the Supplier, who hereby expressly agrees to accept the related charges.

Supplier is also required to promptly inform the relevant Purchasing Department of any changes to its company details, should they differ from those communicated at the time of the Order.

22 – Weight

For materials invoiced by weight, the weight recognized by State Railways (“Ferrovie dello Stato Italiano”) or the competent Customs authority –provided it is known – shall be considered valid for payment purposes, or alternatively, the weight determined upon receipt of the materials on the weighbridge at Scorza site.

23 – Confidentiality - Intellectual Property

The Supplier agrees not to reproduce or transmit to other drawings and models provided by Scorza for the execution of the supply and/or service, not to sell to third parties materials manufactured based on such drawings or models, to limit production to the quantities specified in the order, and to destroy any waste.

The Supplier undertakes to deliver to Scorza copies of the construction drawings (including any sketches and related documents) of the items produced for and on behalf of Scorza, as well as the “as built” drawings.

Regarding the reproduction of photographic and/or multimedia materials related to projects carried out on behalf of Scorza, the Supplier must obtain prior authorization from Scorza.

24 – Cancellation - Suspension

In addition to the cases provided for in other provisions of the General Terms and Conditions of Contract, Scorza shall have the right to cancel the Purchase Order by means of registered letter with return receipt and/or certified email (PEC), without paying the Supplier any penalties and/or charges, without prejudice to Scorza's right to claim damages in case of Supplier's non-fulfillment:

(A) before Supplier's confirmation of the Order pursuant to preceding article 4.

(B) upon the occurrence of any of the following events:

(I) Supplier fails to comply with the obligations arising from the Order and/or the warranty.

(II) Supplier unjustifiably refuses to give consent to modifications of the Purchase Order in accordance with preceding article 5.

(III) Supplier is in default, even partially and including abandonment of the Site, of any obligations arising from the Order and/or the General Terms and Conditions of Contract (with respect to design, where applicable, execution of the supply, including the workforce employed, the conformity of technical and operational data, the quality of used materials, workmanship, and functioning of every part and the whole), and such default is not remedied within 3 (three) days from receipt of a written notice of such default from Scorza, or the Supplier has vacated the Site and/or suspended the Services subject to the Order and/or the delivery of the Goods.

(IV) In the event of a force majeure circumstance as defined in the following article 24, causing a delay exceeding 30 (thirty) days from the agreed delivery date.

(V) Supplier is declared bankrupt or initiates (or is subjected to) a voluntary liquidation or company dissolution procedure, or is admitted to insolvency proceedings, or enters into any agreement or arrangement with its creditors, or a curator is appointed over all or part of its assets or business activities.

Furthermore, without prejudice to the provisions of following clause and unless otherwise agreed in writing, Scorza reserves the right to cancel, at any time and for any reason including reasons other than those stated in the preceding paragraph, the Order partially or entirely by fax followed by a registered letter with return receipt or certified email (PEC), providing justification for such decision. Upon receipt of the cancellation of the Purchase Order, the Supplier shall immediately cease all work related to said Order, shall not place any further orders nor undertake any additional commitments for materials or services necessary to complete the work, and shall take all reasonable measures to minimize costs and losses resulting from the cancellation.

25 – Force Majeure

Non-performance by either party shall not be attributable to that party if caused by strike, fire, earthquake, flood, laws, ordinances or restrictions, terrorist acts, war, or any other cause beyond reasonable control and not due to negligence or willful misconduct of the defaulting party (hereinafter, the “Force Majeure Event”). Provided that the defaulting party (i) promptly notifies the other party in writing of the occurrence of the Force Majeure Event, specifying the extent to which such event has hindered or prevented the performance of its obligations, and (ii) resumes performance as soon as reasonably possible.

26 – Personal Data Processing

The Parties undertake to process any personal data they become aware of in connection with the execution of this Contract in accordance with the limits, forms, and methods established by applicable law.

For these purposes, the Parties declare that personal data provided with regards to Contract are accurate, precise, and truthful, mutually releasing each other from any liability for material errors in data entry or for errors resulting from incorrect recording of such data in their respective electronic and paper archives.

By signing the contract, Parties mutually certify that they have provided their personnel involved in the contract with the required information regarding personal data protection. The contract managers, personnel involved in the execution of the work and the provision of related services, including administrators, are aware that a contractual relationship exists between the Parties and that their personal data, suitably minimized, may be disclosed to the other Party for purposes related to the proper execution of the contract, in compliance with applicable data protection laws.

Data transfer may be made to any agents or parties involved in the sales or supervision process, or to other contractors, when it is strictly necessary to properly address requests from the customer.

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

Parties undertake to cease all processing of personal data 10 (ten) years after the delivery of product or the execution of service. At the end of this period, the data will be retained in anonymized form together with the contract documentation. Data retention for longer periods for different purposes is always reserved, provided that such purposes are explicitly stated in the privacy notices of the respective parties.

Should it become necessary to carry out specific personal data processing activities beyond those stated above for the purpose of fulfilling the activities under the contract, Parties agree to enter into a specific supplementary agreement, including any appointment of one of the Parties as data processor, to regulate such activities.

27 – Rules for work inside Shipyard

Suppliers must always follow rules and safety regulations in place at shipyard.

28 – Timekeeping Systems

Please note that, as commonly required by regulations for companies operating within shipyards, it is mandatory for such companies to use appropriate timekeeping systems, such as timecards, clocks, or badges, to track personnel's presence on site.

Therefore, it is necessary and essential that Supplier also complies with this requirement before starting any work.

29 – Disputes

For any matters not expressly covered by these general terms and the specific conditions of order, the laws of the Italian State shall apply. All disputes shall fall under the exclusive jurisdiction of the Court of Genoa.

30 – General Provisions

30.1 Partial invalidity. Whereas one or more clauses of the General Terms and Conditions of Contract are, for any reason, null, void, invalid, unlawful, or unenforceable in any respect, such clauses should be deemed as not written and this shall not affect the validity and enforceability of any other provision of the General Terms and Conditions of Contract.

30.2 Compliance with laws and regulations. Seller undertakes to be aware of and fully comply with all laws, decrees, and regulations issued by local authorities or other authorities, as well as all rules and regulations issued by public or private organizations concerning activities in connection with the performance of the Purchase Order.

In particular, the Seller shall bear any economic and/or administrative consequences incurred by Buyer due to non-compliance by Seller, its personnel, agents, or manufacturers with the provisions of such laws, decrees, regulations, or other aforesaid texts.

30.3 Acquiescence. A Party's waiver of the exercise of its rights, in case of a breach by the other Party regarding the terms of the General Terms and Conditions of Contract, shall not constitute an acquiescence with respect to any subsequent breach.

The fact that a Party does not enforce a term or condition of the General Terms and Conditions of Contract shall not be deemed a waiver of that term or condition at a later stage.

Read, confirmed, and signed.

Place, date, and signature _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are specifically approved:
Art. 1-Validity of the Order Art. 2- Order of Precedence Art. 3- Definitions Art. 4- Order Acceptance Art. 5- Order Modifications Art.
6- Packaging and Protections Art. 7- Acceptance of Supply Art. 8- Hazardous Substances Art. 9- Asbestos-Free Products and
Hazardous Materials Art. 10- Delivery Terms Art. 11- Risk and Ownership Art. 12- Prohibition on Assignment or Transfer of the
Contract and on Subcontracting Art. 13- Health & Safety and Accident Prevention Art. 14- Insurance for Personnel Art. 15- Treatment
of Personnel Art. 16- Testing and Inspection Art. 17- Work progress Art. 18- Warranty Art. 19- Invoices and pricing Art. 20- Transfer
of Contract and Receivables Art. 21- Incorrect Documentation Art. 22- Weight Art. 23- Confidentiality - Intellectual Property Art. 24-
Cancellation – Suspension Art. 25- Force Majeure Art. 26- Personal Data Processing Art. 27- Rules for work inside Shipyard Art. 28-
Timekeeping Systems Art. 29- Disputes Art. 30- General Provisions

Read, confirmed, and signed.

Place, date, and signature _____