

Tefin Scarl

GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

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ART. 1 - DEFINITIONS

1.1. All expressions below with capitalized initial letters have, unless otherwise explicitly defined, the meaning given below:

1. **Customer:** Tefin s.c.ar.l., hereinafter also referred to as Tefin in the event that it is Tefin that contracts the Works or requests the Supply. In the event that it is Tefin that receives the Work Order, the Customer will be referred to as the Client.
2. **Acceptance of the Work and/or Purchase Order:** full and unconditional acceptance of the Work and Purchase Order and its attachments, which must be received at the address specified in the WO/PO within the mentioned deadline.
3. **General Conditions "GC":** this document containing the general rules of the contract having as its scope the provision of the supply by the Supplier.
4. **Technical Documentation "TD":** where present, Data Sheet, Technical Specification, Drawing and/or other design document descriptive of the technical features of the product. In some cases, the Technical Documentation may be supplemented by additional technical requirements, as well as conditions and the methods in which the supply is to be carried out.
5. **Supply Contract or Contract:** the inseparable set of documents of general and special character i.e. GC, TD, FC, WO/PO, Acceptance of Order for Services and/or Supplies or Purchase and its annexes.
6. **Framework Contract "FC":** where present, the general contract entered into by Tefin scarl, of variable duration, governing the main obligations relating to the performance of a continuous and periodic supply of goods.
7. **Finalization date of the Contract:** the date by which the unconditional acceptance of the Contract is received, which defines the effective start date of validity of the contract.
8. **Supplier and/or Suppliers:** the individual or associated firm awarded the supply of goods, services or work entrusted by Tefin.
9. **Supply:** means the supply and/or delivery on site of goods covered by the Contract.
10. **Purchase Order "PO":** the unalterable document sent by Tefin to the Supplier containing in summary form the economic, administrative and technical data governing the Contract.
11. **Party and/or Parties:** Tefin and/or Supplier, if named individually; both contractual parties, if named jointly.
12. **Work location:** Production activities are carried out at the shipyards (shipboard), at the Tefin workshop, or at the Supplier's premises.

Environmental aspects and related impacts at consortium member locations are considered insignificant because no production activities take place at these locations; some of these locations correspond to the accountant's office or the headquarters of the reference consortium member's owner.

1.1. In case of incompatibility or conflict between the indicated contract documents and/or the annexes referred to by them, the following order of precedence shall be observed:

- General Conditions;
- Conditions and/or Technical Specifications;
- Framework Contract and/or Purchase Order.

1.2. **Code of Ethics:** the code, when it is adopted, highlights the set of values, principles and behaviors, as well as the main rights and duties, which are guaranteed to all those who work in any capacity with Tefin Scarl and for her with her consortium members.

1.3. **System Certifications:** Tefin s.c.ar.l. holds the following system certifications:

- RINA Certificate No. 17700/08/S regarding the certification of the Quality Management System according to UNI EN ISO 9001.
- RINA Certificate No. EMS-6624/S regarding the certification of the Environmental Management System according to UNI EN ISO 14001.

2. Tefin is authorized by the Ministry of Infrastructure and Transportation to install and operate radio electric stations on board ships flying the national flag, as defined and provided by Articles 164 and 183 of Legislative Decree No. 259, Aug. 01, 2003 - Electronic Communications Code.

3. It also holds the following service certifications:

- Lloyd's Register Certificate No. GEN 1690135/1 dated 11/08/2016 regarding certification of service providers: Surveys and testing of radio communication equipment, inspection, performance testing and maintenance of Automatic Identification System (AIS).
- Lloyd's Register Certificate No. GEN 1690135/2 dated 11/08/2016 on service provider certification: Annual performance testing of Voyage Data Recorders (VDR) and simplified voyage Data Recorders (S-VDR).
- DNV GL Certificate No. AOSS000DFR dated 18/01/2018 on certification of service provider inspection and testing communication equipment and AIS.
- DNV GL Certificate No. AOSS000DFS dated 18/01/2018 regarding certification as a Voyage Data Recorder (VDR) and/or Simplified Voyage Data Recorder (S-VDR) service provider.
- ABS Certificate No. 16-3195209-A dated 6/10/2016 regarding certification as a Radio Communication Equipment Servicing provider.
- ABS Certificate No. 16-3195209-B dated 6/10/2016 regarding certification as a service provider of Voyage Data Recorder, Maintenance.
- Bureau Veritas Certificate No. NPL0/FIA/20160621170847 dated 06/21/2016 regarding certification as a Voyage Data Recorder (VDR) and/or Simplified Voyage Data Recorder (S-VDR) service provider.
- Bureau Veritas Certificate No. NPL0/FIA/20160621162311 dated 21/06/2016 regarding certification of service provider of Radio Inspection Services on Ship and Mobile Offshore Units.
- Bureau Veritas Certificate No. NPL0/FIA/20160621170731 dated 06/21/2016 regarding certification of Annual Performance Testing of Automatic Identification System (AIS) service provider.
- RINA Certificate No. 2015 NA 1059 regarding certification as a provider of the services: F - Service and testing of radio communication equipment, J - Annual performance testing of Voyage Data Recorders (VDR) Z - Thermographic inspections.

1.4 Quality Management System

1. Tefin has set up a Quality Management System suited to her organization, her activities and her specializations, in order to demonstrate her ability to regularly provide services and performances that comply with Customer and applicable mandatory requirements and with the intent to implement and maintain effective management of internal processes, as established by the Quality Policy defined and disseminated by Management.

2. The Management System complies with the requirements of the UNI EN ISO 9001:2015 standard and is defined in the Quality Management Manual and related Procedures and Instructions, which together describe the requirements and methods for planning, implementing, controlling and monitoring the services provided, as well as related processes and activities, and outline the criteria for the review, updating and continuous improvement of the System itself.

3. Based on the external and internal context factors to the requirements of stakeholders relevant to management and the type of services offered, the organization has determined the following scope of the quality management system in accordance with UNI EN ISO 9001:2015:
"Design, installation, repair and maintenance of electrical and electronic systems for the naval sector, including radio communication and navigation systems on merchant and warships under construction and operation. Supply of electrical and electronic accessories and components";

EA Code: 20 "Shipbuilding and ship repair";

EA Code: 29a "Relating to the activities of design, installation, repair and maintenance of systems, all requirements of UNI EN ISO 9001:2015", find application in the organization's quality management system.

4. Tefin has obtained the Certification of a Corporate Environmental Management System carried out on the basis of ISO 14001:2015, which attests the creation of an organizational system capable of fostering the monitoring and coordination of environmental elements typical of a business activity, with the aim of reducing environmental impact, preventing risk and related damage.

In addition, Tefin has obtained certification that meets the requirements of ISO 14001:2015 on the design, installation, repair and maintenance of electrical and electronic systems for the marine industry. Supply of electrical and electronic accessories and components.

Environmental certification through the issuance of a certificate certifying an organization's commitment to environmental compliance by having an Environmental Management System is subject to verification by an accredited third party, as per the certifications attached to these regulations.

Any exceptions contained in one document with respect to another that precedes it in the list - subject, of course, to the mandatory nature of the regulatory provisions - are effective only if they are expressly stated, with specific reference to the requirement being waived.

It is understood that any contractual terms of the Supplier contained in the Acceptance of the Purchase Order will not be effective or otherwise enforceable against the Customer even if the Supplier has commenced the performance of the Supply.

ART. 2 – APPLICABLE NORMS

The Contract is governed by the regulations and laws *pro tempore* in force, as well as by the further contained discipline made known to the Supplier during the awarding phase.

In presence of conformity requirements referring to national and EU regulations and/or technical product standards, these references are understood to be transposed with regard to the edition in force at the time the contract documents are finalized.

If, after the date of signing of the Contract and until its completion, new technical regulations or changes to existing ones intervene, they must be equally complied with, with the Supplier being charged up to a maximum limit of 10% of the cost variation. This limit would lapse where the Supplier has acted with malice by ignoring or failing to report knowledge of such technical regulations or modifications of existing ones: this with particular reference, but not limited, to the hypothesis of upcoming products to obsolescence and/or EOL (End of Life) and which

were therefore well known to the Supplier but which he deliberately failed to report to the Customer during the pre-order phase. It is therefore understood that upon the occurrence of such cases of negligence and/or willful misconduct on the part of the Supplier, all charges shall be borne solely by the Supplier and not only limited to 10% of the cost variance.

The Company shall also comply, under its sole responsibility, with the regulations and provisions, in force or which will be issued during the execution of the supply, regarding the supply of goods, environmental protection, waste disposal, safety and hygiene at work and in general regarding the treatment and protection of workers, as well as with all regulatory standards and the requirements of the competent Authorities, with consequent burdens to be borne by the Company.

ART. 3 - SCOPE, PLACE OF PERFORMANCE AND DURATION OF THE CONTRACT

The scope of the Contract is the supply and/or provision on site of the goods, as detailed in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO), at the location specified therein.

The duration of the Contract is indicated in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO) and starts from the Contract Finalization Date or, if expressly provided, from the start date of the supply.

ART. 4 – SUPPLIER'S OBLIGATIONS

4.1. The Supplier undertakes to guarantee the agreed services in a workmanlike manner, in line with the standards of the relevant industry, as well as to maintain the conditions set out in the offer for the entire duration of the Contract, without any possibility of modification of the terms, methods, prices and conditions.

4.2. The contractual services shall comply with the technical characteristics and specifications indicated in the TD and/or the FC and/or the PO and any related annexes; however, the Supplier undertakes to comply, in the performance of the contractual services, with all the technical and safety standards and requirements in force, as well as those that may be subsequently issued.

4.3. All charges and risks related to the performance of the goods and activities covered by the Contract, as well as to any activity necessary for the activation and/or operation of the goods, or otherwise appropriate for the proper and complete fulfillment of the obligations provided for, including those related, when not otherwise provided for, to any transportation, travel or mission expenses for personnel assigned to contractual performance, shall be borne by the Supplier.

4.4. In addition, the Supplier undertakes to:

(i) execute the Supply in full compliance with all applicable laws and regulations, standards, including technical standards and prescriptions of the competent Authorities, in force at the time of its execution, as well as with the company procedures, if any, indicated and provided by Tefin, of which by entering into the Contract he declares that he has read and is aware, undertaking, moreover, to acquaint his collaborators and/or auxiliaries, including any sub-suppliers;

(ii) perform the Supply without interfering with or causing disruption or interruption to the performance of Tefin's and/or third parties' work in progress on her premises;

(iii) directly take care of obtaining all permits and authorizations necessary for the performance of the contractual

activities with the exception of those provided to be borne by Tefin in the contractual documentation and those that the Law explicitly requires to be taken care of exclusively by Tefin, for which in any case the Supplier must provide the necessary assistance and/or documentation;

(iv) to take in the execution of the Contract every precaution and every initiative necessary to avoid damage to persons and property, remaining at his own expense every activity necessary to repair damages caused to Tefin and/or third parties including those caused by his own personnel or workers in various capacities engaged in the execution of the Contract, as well as by any auxiliaries and sub-suppliers;

(v) promptly notify Tefin of any changes in the composition of his corporate structure and corporate bodies, as well as the occurrence of any circumstances that would result in changes to his financial position;

(vi) continue to perform the Supply, even if there are disputes, and not suspend/delay performance, except in cases of force majeure;

(vii) indemnify and in any case hold Tefin harmless from any liability, from any charges it may incur, as well as from any lawsuits brought by third parties in any way connected with the performance of the Contract or arising from the performance of the Supply;

(viii) not disclose and/or publish on social channels, trade magazines and/or other print media or internet network, images and videos of components or artifacts expressly made on the basis of a Tefin's Purchase Order and/or work performed aboard ship on Tefin's behalf, without Tefin's prior written authorization.

The above listing of the obligations and burdens to be borne by the Supplier for the purpose of the performance of the Contract is intended to be illustrative and not exhaustive, without prejudice to the Supplier's full responsibility for all obligations and burdens not indicated, but necessary for the proper and complete performance of the contractual services.

In order to verify the permanence of the requirements assessed at the initial selection stage and update the data on the production capacity and business organization of the Supplier, it is required that a report signed by the Company's Legal Representative be provided every six months where the following information is complied with and specified:

- a) Named Corporate Organization Chart;
- b) Workforce of the Company;
- c) Labor contract of reference;
- d) Locations and establishments;
- e) Machinery and equipment;
- f) Machinery and equipment purchased in the past six months;
- g) Training and refresher programs implemented in the past six months;
- h) Training and refresher programs to be implemented in the semester to follow;;
- i) Supplier's programs for capacity building (personnel and equipment) scheduled to start in the semester to follow;
- j) Attached to the report will also be the certifications achieved by the Supplier in the past six months as well as the personnel training certificates updated to the latest date.

4.5. It is understood that Tefin, in the event of a breach of the aforementioned obligations shall have the right to terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to Tefin's right to take action for compensation for any damages suffered and to be suffered.

ART. 5 - SUPPLIER CONTACT PERSON AND CONTRACT MANAGER

5.1. The Supplier shall designate a single point of contact for dealings with Tefin (the "Supplier's Contact"), who shall be responsible for directing, assisting and coordinating the performance of the Supply by his personnel. The designation of the Supplier's Contact Person, where not designated directly within the Contract shall be communicated to Tefin no later than the day following the Contract Perfection Date and such communication shall include the contact information of the Supplier's Contact Person (telephone and e-mail address).

5.2. Tefin will appoint her own employee, however qualified on the records of the company organization, as the Contract Manager (the "Contract Manager"), who will perform all duties and functions related to the execution phase of the Contract, which are not expressly assigned to other parties, and to whom all communications related to the Contract shall be addressed.

5.3. All communications, notices, and notifications which under the Contract each Party is obligated or required to transmit to the other shall, under penalty of nullity, be made in writing and shall be effective only if addressed to the above-named parties at their respective elected domiciles.

ART. 6 - OBLIGATIONS ARISING FROM THE BUSINESS RELATIONSHIP

6.1. The Supplier declares and warrants that the activity covered by the Contract constitutes ordinary business as per his corporate purpose, and that he has his own organizational and managerial autonomy, capable of operating in the field covered by the Contract, as in fact it does, with his own capital, means and equipment and at his own risk; in particular, it declares that it has carried out, is carrying out and will continue to carry out the aforementioned activity on a non-exclusive basis for Tefin without any admixture and/or overlap with the activities carried out by Tefin herself and in any case in compliance with the statutory constraints on non-competition.

6.2. The Supplier also represents and warrants that his personnel in charge of the execution of the Contract will depend solely and exclusively on the Supplier himself, to the exclusion of any directive and disciplinary power on the part of Tefin, which will limit herself to providing only general directives to the Supplier for the best attainment of the operational result to which the Contract is aimed by means of communications that will be addressed exclusively to the Supplier's Contact Person.

6.3. In no way will Tefin be able to coordinate or issue directives and orders to the Supplier's personnel; all needs that may arise must be represented to the Supplier's Contact Person, who has exclusive title to coordinate the personnel employed in the execution of the Supply.

6.4. The Supplier undertakes to comply with all obligations to his employees arising from current labor laws and regulations, including those relating to hygiene and safety, social security and accident regulations, assuming all related burdens.

6.5. The Supplier also undertakes to apply, with respect to his employees employed in the contractual activities, normative and retributive conditions that are not inferior to those resulting from the collective bargaining agreements as and when applicable to the category and in the localities where the Supply is carried out.

6.6. The Supplier in relation to his personnel employed in the execution of this contract, undertakes: a) the payment of wages due and the implementation in respect of his personnel of all assistance and social security and insurance

in accordance with the law and the collective bargaining agreements for the sector in force; b) the punctual payment within the terms of the law of the amounts due to the social security and insurance institutions by way of social security contributions and to the Treasury for tax withholdings made.

The Supplier is obliged to provide Tefin, pursuant to Italian Legislative Decree 81/2008 as amended, with all documentation related to the management of safety at work, with reference to his workers and, more specifically: risk assessment, assignments and training of safety figures (RSPP/head of Prevention and Protection Service for safety, Competent Physician, Managers, Supervisors, Emergency Officers, etc.), copy of the Single Work Book, certification of suitability for the job issued by the competent physician and certificates of training and information of personnel as well as the correct delivery of PPE and identification badges for all workers involved in the contract. When necessary due to the specificity of the work, the Supplier will verify the correct supply of PPE to his employees, which must comply with safety requirements and, if applicable, category 3.

The Supplier shall provide Tefin, on a monthly basis, with the documentation referred to in the preceding paragraph and, more generally, with all documentation requested by Tefin for the eventual verification of the obligations contained in this article. By way of example but not limited to, the Supplier shall deliver to Tefin the current single document of contributory regularity and the certificate of fiscal regularity.

In particular, the Supplier agrees to hold Tefin harmless from any and all economic and non-economic claims from anyone (Employees, Social Security and Insurance Institutions, and the Treasury) as a result of the expected joint and several liability of the principal with the Supplier for wage, contribution, insurance and tax omissions.

For this purpose, the Supplier undertakes to Tefin to punctually comply with the obligations set forth in Article 17-bis, paragraph 2 of Italian Legislative Decree No. 241 of 1997, and this in any case regardless of the fact that the total amount of the contract is not exceeded, which provides for his exclusion by law.

Therefore, the Supplier, in order to enable Tefin to verify timely compliance with the legal regulations, within 2 days after the withholding tax payment due date, must transmit to Tefin via certified electronic mail (pec) the paid proxies (F24 forms) with the withholding taxes of the employees employed in the contract, filled out exclusively with reference to the principal of this contract and a list containing:

- the name and tax identification number of workers engaged in the previous month in the performance of the contract;
- The hours worked by each worker (total hours worked by the worker in the month with evidence of only the hours worked in the contract);
- The amount of wages paid to each individual worker (total taxable amount for tax purposes as shown on the payroll with evidence of only the taxable amount for tax purposes referable to the contract);
- details of withholding taxes made in the previous month with respect to individual workers employed in the contract (total amount withheld with evidence of only withholding taxes made from the worker and referable to the contract);

As an alternative to the above obligation, the Supplier may, as provided for by the regulations in force, produce appropriate certification from the Internal Revenue Service as per Article 17-bis, paragraph 5 of Italian Legislative Decree No. 241 of 1997.

In any case, and without prejudice to compliance with the above obligations with regard to withholding taxes, the Supplier, where he is a contractor, is obliged to provide within the same term (within 5 days following the due date for payment of withholding taxes and social security and insurance contributions) a sworn statement signed by a Statutory Auditor and/or Labor Consultant with specific indication of the details of the professional policy that,

with reference to the list showing the name and tax code of the workers engaged in the previous month in the execution of the contract and the number of hours worked by each worker, after appropriate verification of documentation and accounting records, certifies:

- that the relevant wages paid to workers employed in the contract have been duly applied in accordance with the CCNL (National Collective Labor Agreements);
- that for the relevant wages paid to workers employed in the contract, withholding taxes and contributions of a social security and insurance nature have been regularly determined and that the same have been regularly paid to the relevant bodies, also indicating the details of the F24 payment;
- that the relevant wages paid to workers employed in the contract have been duly paid, or failing that, indicate for each employee the amount of the outstanding debt not yet paid.

6.7. Tefin:

(i) downstream of the verification of the Single Document for Contribution Regularity (DURC) and the Single Document for Fiscal Regularity (DURF) when required that indicates a failure to pay contributions (or referring to the tax obligations referred to in the previous point) relating to one or more persons employed in the execution of the Contract, will withhold the amount corresponding to the failure and arrange for the payment of the amount due for the failures ascertained directly to the social security and insurance institutions.

(ii) in case of negative DURC twice in a row, reserves the right to terminate the Contract in accordance with Article 1456 of the Italian Civil Code.

6.8. In the event of any delay in the payment of wages due to the Supplier's employees employed in the execution of the contract, Tefin will invite in writing the defaulting party, and in any case the Supplier, to do so within the next fifteen days. After the aforementioned deadline has elapsed unsuccessfully and where the grounds for the claim have not been formally and justifiably contested within the period allotted above, Tefin reserves the right to pay even in the course of the work directly to the workers the outstanding wages by deducting the relevant amount from the sums due to the Supplier under the Contract.

Tefin will prepare receipts which will be signed directly by the interested parties. In the event of a formal dispute of the claims referred to in the preceding paragraph, Tefin will forward the claims and disputes to the provincial labor directorate for the necessary investigations, at the same time withholding the relevant amounts.

6.9. Violation of the foregoing obligations, constitutes a serious breach and entitles Tefin to terminate the Contract, pursuant to Article 1456 Italian Civil Code.

ART. 7 – EXECUTION OF THE SUPPLY

7.1. PERFORMANCE OF THE SUPPLY

7.1.1. The Supplier is obliged to perform the services in a professional and workmanlike manner, to the best of science and technology and in line with the standards of the relevant industry, i.e. with compliance with the regulations of the Classification Bodies, the Port Authorities of the relevant Ministries in accordance with the timelines and the methods and specifications set out in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO). Specific regulations, including access and behavioral regulations, must be referred to for work on board or in port.

7.1.2. The Supplier undertakes to comply with all directions concerning the good and proper performance of the

Contract that may be issued by Tefin, as well as to give immediate notice to Tefin of any circumstances affecting the performance of the Contract, which shall be sent and communicated exclusively in the manner set forth in Article 5 above.

7.1.3. Tefin reserves the right to proceed, at any time and even without prior notice, with verifications of the full and proper performance of the Contract. The Supplier agrees to lend his cooperation to allow such verifications to be carried out.

7.1.4. If Tefin detects that the Supplier is not performing properly, Tefin may assign a peremptory deadline-commensurate with the urgency of the Supply-within which the Supplier must comply.

7.1.5. If the Supplier fails to comply with what is required, Tefin has the right to proceed directly to their execution in damage, even by using third parties, and has the right to terminate the Contract in accordance with Article 1456 of the Italian Civil Code.

7.1.6. It is understood that Tefin's failure to formulate objections regarding the performance of the Supply, even as a result of the surveillance and verification activities referred to in the preceding paragraphs, cannot constitute any limitation of the Supplier's liability in the event of non-fulfillment of the obligations contractually undertaken, in any way ascertained, even subsequently.

7.2. DELIVERY, PACKAGING AND TRANSPORTATION

7.2.1. Delivery of the materials and/or goods covered by the Supply shall take place at Supplier's care, risk or and expense, at the warehouse, facility, Vessels, Boats, Departments, Offices, buildings, bodies of water, plant of the Customer, indicated in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO), in accordance with the terms and conditions stipulated therein.

7.2.2. Unless otherwise stipulated in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO), conditioning, packaging and any special protection shall be provided by the Supplier under his full responsibility and at his own expenses.

7.2.3. In the event that the particular characteristics or nature of the materials impose the observance of special protective regulations, the Supplier shall call out such regulations by means of special labels or by written instructions or by timely notices at the time of delivery.

7.2.4. The Supplier shall transport the materials and/or goods covered by the Supply by any means deemed appropriate and suitable to ensure proper and timely performance of the contractual obligations, except as otherwise agreed upon during negotiations and expressly stated in our Purchase Order (PO) and/or subsequent communications.

7.2.5. The related charges are the sole responsibility of the Supplier, as they are included and offset in the contract price, unless otherwise agreed upon during negotiations and expressly stated in our Purchase Order (PO) and/or subsequent communications.

7.2.6. The Supplier is obliged to carry out, with all care and diligence, the operations of transport of the materials covered by the Supply as well as the loading and unloading of the same on the means chosen for transport, in order to avoid damage, breakdowns and losses, adhering to any technical prescriptions contained in the Contract as well as to any instructions given by Tefin or her appointee for the adoption of special precautions and expedients in relation to the characteristics of the materials.

7.2.7. The transportation of materials, however carried out, shall be at the Supplier's sole risk, even in the event that the Supplier, in loading or unloading operations, is assisted by the tester or other Tefin appointee.

7.2.8. Delivery terms are understood to be mandatory, essential and binding. Any exceptions, including for technical refinements and modifications, must be expressly agreed in writing. Shipments or partial deliveries of materials belonging to the same Purchase Order (PO) will absolutely not be accepted unless previously authorized by Tefin in writing. In the event of failure to comply with this instruction, it is understood that the relative invoice of the Supplier, where issued for material partially shipped without authorization, will not be paid and the relative and agreed terms of payment will run only from the date of total fulfillment of the Purchase Order (PO) with receipt at the agreed point of delivery of the last of the materials ordered.

7.2.9. The material scope of PO must always be accompanied by the delivery notes (DNs), drawn up in accordance with current legal provisions, or immediate invoice. The DN must always indicate, in addition to the data required by the legal provisions, Tefin's order numbers and/or other data required by Tefin's internal quality procedures with clear evidence of the customs code and country of origin of each individual product being supplied. If the goods are sent directly to destination, without transit at Tefin, the Supplier shall send to Tefin, upon goods' readiness and anyhow before the goods is picked up by the courier, a copy of the DN issued to enable us issuing and forwarding back to you our own DN which shall be the unique document accompanying the goods. The material scope of the PO must be supplied complete with all technical documentation for mounting, assembly, operation and maintenance including therefore also the User and Maintenance Manuals, any wiring diagrams on Tefin's paper head, as well as certificates, Supplier/Manufacturer declarations of conformity, technical and safety data sheets, approvals, toxicological data sheets, and/or waste type classifications, required by current regulations or in the PO/FC. Such documentation must be provided in Italian and English Languages and will be an integral part of the supply. If the documentation submitted is incomplete and/or does not comply with the order/contract or with the regulations, including technical regulations, in force and applicable, payment of invoices, even of subsequent supplies, may be suspended until the complete, correct and appropriate documentation is duly received.

In case of delay in the delivery of the goods or in the execution of the PO not due to force majeure circumstances, Tefin shall have the right to apply a penalty for delay equal, unless otherwise agreed upon in the order/contract, to 1% of the price of the undelivered goods for each week of delay or fraction thereof. Tefin shall have the right to levy the penalty by withholding from the remainder of the price due or falling due. This shall be without prejudice to Tefin's right to compensation for greater damages as well as Tefin's right to terminate the order/contract in the event of a delay of more than 7 (seven) days.

7.3. HEADQUARTERS OF THE COMPANY – WAREHOUSE

7.3.1. Tefin reserves the right to enter the premises/establishments of the Supplier's enterprise to carry out administrative-operational inspections and checks on the activity carried out in connection with the performance of the Supply.

7.3.2. Failure of the Supplier to allow access to his premises and/or facilities without just cause may constitute grounds for termination of the Contract.

7.3.3. The Supplier represents and warrants that he is in possession of and/or entitled to use a warehouse at his premises or at a different location deemed suitable, suitable to ensure at all times all that is necessary for the continuity of the Supply and the punctuality of the contractual services.

7.4. GOODS PROVIDED BY TEFIN

7.4.1. If it is contractually stipulated that, for the performance of the Supply, Tefin shall deliver to the Supplier goods, materials or equipment, or other, however intended for the performance of the contractual activities, the Supplier undertakes to store, guard and maintain said goods and to allocate them exclusively to the use envisaged

in the Contract, remaining, in any case, responsible for them, as custodian.

7.4.2. Consistent with the needs related to the execution of the Supply, the goods shall be kept separately stored and guarded from the goods owned by the Supplier, it remaining in the power of Tefin to proceed, at any time, to check the consistency of the materials themselves.

7.4.3. The Supplier is obliged to return the goods, materials and equipment received from Tefin and not used in a perfectly efficient condition, at the end of the execution of the Contract remaining, however, at his expense any expenses and charges that he may incur to comply with this requirement.

7.4.4. Regarding the operations of delivery and return of the goods referred to in this article, appropriate minutes will be drawn up.

7.5. DEFERRAL - SUSPENSION OF SUPPLY

7.5.1. The Supplier may not, for any reason whatsoever, suspend or otherwise slow down on his own initiative the performance of the Contract.

7.5.2. The Supplier shall not be held liable for failure to perform his obligations under the Contract solely to the extent that the performance of such obligations is delayed or prevented, directly or indirectly, due to force majeure or unforeseeable events that the Supplier cannot avoid by the exercise of the diligence required by the contract, provided that the Supplier gives written notice by registered letter with return receipt or via certified electronic mail (pec) to Tefin to be sent within 24 hours of the occurrence of the event, as well as its termination.

7.5.3. The reciprocal performance of the Parties will be deemed inexecutable for the duration of the suspension.

7.5.4. Should the suspension continue for a period in any case longer than 90 days or, in any case, within the time limits stipulated by the Customer, the Customer shall have the right to terminate the Contract. In this case, the Supplier shall have the right to obtain payment only for the services already performed, without any additional compensation or indemnity.

7.5.5. Tefin reserves the right to postpone the start date of the supply and temporarily suspend at her sole discretion all or part of the performance of the Contract by notifying the Supplier by registered letter with return receipt or via certified electronic mail (pec). The postponement or suspension shall take effect from the day established by the communication. The resumption of performance must be requested by Tefin by registered letter with return receipt or via certified electronic mail (pec) to be sent to the Supplier's Contact Person and must take place on the day established therein or otherwise agreed between the Parties.

7.5.6. Any postponement and/or suspension ordered by Tefin will not give rise to any additional compensation or reimbursement or indemnity of any kind for the Supplier, who will only be entitled to an extension of the deadline for completion of the supply, equal to the duration of the postponement and/or suspension.

7.6. OBLIGATION TO CONTINUE SUPPLY

7.6.1. The Supplier is prohibited from suspending or delaying the performance of the obligations all assumed under the Contract in the presence of disputes and/or controversies that have arisen with reference to contractual performance, with express waiver of exceptions of any kind.

7.6.2. In the event that the Supplier intends to assert reservations with respect to the services rendered, they must be formulated exclusively in writing and documented with a detailed analysis of the reasons and an indication of the sums to which the same believes it is entitled, which must be received by Tefin, in the manner set forth in art.

5 above, within 15 days of the date on which the cause of the increased charges occurred.

7.6.3. Failure to do so will result in the forfeiture of the Supplier's right to assert reservations..

7.6.4. Reservations submitted in the prescribed manner will only be considered by Tefin in the final settlement, without prejudice to Tefin's right to anticipate, if it is considered essential for the continuation of the supply, the evaluation of such reservations.

7.6.5. The termination of the reservations shall be recorded in a document signed by Tefin and the Supplier.

7.7. MODIFICATIONS AND VARIATIONS

7.7.1. Tefin reserves the right to request from the Supplier, who may not refuse, variations aimed to the improvement or to a better functionality of the services covered by the Contract.

7.7.2. In this case, the Supplier shall, within the term of 10 days from receipt of the written request by Tefin, in accordance with the procedures set forth in art. 5 above, notify Tefin in writing of a proposal containing the technical and economic feasibility of the modification and/or variation requested, with evidence of the relative reasons, as well as an indication of the terms, timing and manner of execution. The proposal shall also contain an estimate of any costs to be incurred.

7.7.3. Tefin may accept the proposal by drafting an additional agreement to the original contract in which the changes will be incorporated and approved.

7.7.4. Until the conclusion of the aforementioned agreement, the Supplier shall continue to perform in accordance with the provisions of the Contract and subsequent amendments.

7.7.5. Variations that are not formally accepted by Tefin or that are carried out without complying with the above requirements shall not entitle to any payment and/or reimbursement and/or indemnity and shall in any case entail the obligation to perform in accordance with the Contract.

7.7.6. Should it become necessary to increase or decrease the services up to a fifth of the contract amount, the Supplier shall perform them under the same conditions as in the original contract.

7.7.7. No changes or amendments to the contract may be made by the Supplier unless previously authorized by Tefin.

ART. 8 - INDUSTRIAL AND COMMERCIAL PROPERTY

8.1. The Supplier declares and warrants that it is the Owner and/or licensee and/or concessionaire of any patents, licenses, designs, models, trademarks and other rights adopted for the performance of the Supply, as well as for the materials, processes and means used for the performance of the Contract itself, and that such adoption/use does not constitute an infringement of the exclusive rights of third parties.

8.2. The Supplier warrants Tefin at all times and undertakes to hold Tefin harmless and indemnified against all claims and/or demands from the owners or licensees of patents, licenses, designs, models, trademarks and others, adopted for the execution of the Supply, as well as for the materials, processes and means used for the execution of the Contract itself.

8.3. In the event that legal action is brought against Tefin by third parties claiming patent rights in connection with the contractual services, the Supplier shall bear all consequential costs, without any limit on the amount, including

any costs incurred in defending himself in Court, including all amounts that the latter may be ordered to pay by virtue of decisions (judgments or arbitration awards) that are definitively or provisionally enforceable, injunctions, orders or measures, including interim, provisional, that are enforceable, issued by judicial, administrative, arbitration or other Authorities.

8.4. In the event of the above, Tefin reserves the right to declare the termination of the Contract pursuant to Article 1456 of the Italian Civil Code, subject to full compensation for the damage suffered.

8.5. The Supplier acknowledges and agrees that any drawings and/or projects, studies, research, software and/or any work of genius developed in execution of the Contract, not covered by any intellectual property rights, shall be deemed transferred to Tefin as her exclusive property, who may use them for any purpose whatsoever, without the Supplier being entitled to claim any compensation whatsoever, and, in particular, to claim copyright, industrial and artistic property rights, etc.

8.6. Excluded from Tefin's ownership are all trademarks (including service marks), patents, copyrights and all other intellectual property rights relating to the market products, as well as any copying, translation, modification of the products themselves and the right to make or cause to be made derivative works therefrom.

8.7. All drawings and project documentation relating to the Supply may neither be reproduced nor used by the Supplier in whole and/or in part for other orders, even if they have similar characteristics, without specific written authorization from Tefin.

8.8. In the event of non-fulfillment by the Supplier of the provisions of the preceding paragraphs, without prejudice to the right to compensation for damages, Tefin shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

ART. 9 - INVOICING AND PAYMENT METHODS

9.1. INVOICING

Invoicing shall take place upon delivery of the goods in the case of a mere supply or upon completion of the work, testing and acceptance by the customer in the case of a tender unless otherwise provided for in the Technical Documents (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO).

The invoice must indicate the number of the order on the basis of which it was issued; each invoice must refer to and comply with a single order.

The invoice shall be drawn up and sent in compliance with the tax regulations in force (Electronic Invoice) unless otherwise provided for by the foreign invoicing regulations by filling in all mandatory fields provided for by the electronic invoicing regulations.

Any hard copy of the invoice accompanied by the aforementioned documentation must be delivered to the administrative offices.

The invoice shall be made out in the name of the Company indicated at the bottom of the order and delivered, in electronic format, to the Interchange System/Sistema di Interscambio (SDI), entrusted by the Agenzia delle Entrate (Italian Revenue Agency), according to the format that provides for the XML layout (for further information please refer to the website <http://www.fatturapa.gov.it>).

Any invoice that is not electronic, or transmitted in a different manner, shall be considered by law as not issued and cannot be accepted by Tefin, except for the types of invoices that may continue to be issued in paper format such as invoices from foreign suppliers, subject to any changes in the law or regulations.

With regard to Value Added Tax (IVA), the legislation in force at the time of the invoice shall apply.

2. PAYMENTS

If all the fulfillment set out in the order with regard to invoicing are fulfilled, payment shall be made as set out in the "Order", provided that the conformity of the goods or services with the contractual provisions has been successfully ascertained.

The "invoice submission date" shall mean the date of receipt of the invoice by the Italian Revenue Agency via the Interchange System (SDI).

In the event of late payment, interest shall be charged in accordance with the provisions of Italian Legislative Decree 231/2002 as amended.

9.3. METHOD OF PAYMENT

By bank transfer: the bank, agency, account number and the relevant bank details CAB and ABI complete with the CIN (Control Internal Number) must be stated on the invoice.

The invoice must also indicate the IBAN/Swift code of the bank account number to which payment is to be made.

The Supplier warrants and assumes full responsibility that the IBAN/Swift indicated in the invoice and all other IBANs/Swifts communicated in self-registration on the Vendors Portal or by e-mail - except in special cases previously communicated to and accepted by the Customer - relate to current accounts in the Vendor's name.

The Customer shall not proceed with payment if the Vendor's bank account is opened at banks that are based in countries other than GAFI/Gruppo d'Azione Finanziaria Internazionale (International Financial Action Group) countries (i.e. in countries on the "black list" of non-cooperative countries and territories (NCCTs)). Therefore, the Supplier undertakes to disclose a bank account opened with banks based in FATF (Financial Action Task Force) member countries.

9.4. PRICES

Unless otherwise specified in the Technical Documentation and/or the Framework Contract and/or the Purchase Order, prices are understood to be fixed and invariable and formulated net of VAT and any discounts, in Euro.

The Supplier declares that the prices established have been determined taking into account any possible increase in the costs related thereto and therefore to assume the relative risk, which has been carefully evaluated by the same according to his own experience both in relation to the market and to its possible evolutions and that therefore the envisaged remuneration has been deemed congruous, reasonable and suitable to remunerate the supply rendered. Therefore, the Supplier shall not request any price revision and expressly waives his rights and entitlements pursuant to Articles 1467 and 1664 of the Italian Civil Code.

The contractual amount includes safety charges and all expenses and charges however related to the performance of the services in accordance with the perfect state of the art, including, by way of example but not limited to, transport, storage, etc. charges, as well as charges that are not expressly envisaged and that are in any case necessary to guarantee the service.

ART. 10 - INSPECTIONS, TESTING AND WARRANTY

10.1. Tefin reserves the right to carry out a conformity/test of the goods and materials supplied, within 30 days of delivery and in accordance with the terms and conditions indicated in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO), which shall have the sole purpose of checking the compliance of the goods or services with the specifications requested in the Contract and to rectify any irregularities found in the goods and/or materials delivered, excluding flaws and/or defects and/or non-conformities, for which the Supplier shall be held liable, in accordance with the following.

10.2. In any case, Tefin shall order, also during the execution of the contract, the inspections she deems most appropriate, reserving the right to adopt, with respect to the supplies in progress, in the presence of non-conformity and/or non-reliability of the goods, the measures it deems most appropriate, such as, by way of example but not limited to, suspension of the supply, blocking of payments, including termination of the Contract.

10.3. Irrespective of the inspections, checks and tests, the Supplier shall guarantee that the materials and/or goods and/or machinery supplied are free from defects that make them non-compliant with the conditions set forth in the Contract, the technical prescriptions and/or drawings, unsuitable for the use for which they are intended, or that appreciably reduce their value. The guarantee refers to design and construction defects and hidden defects, as well as to everything that may be indicated in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO).

10.4. The duration of the guarantee is two years from the date of delivery or, in the case of goods subject to functional testing by the Classification Register or by personnel appointed by the Customer, from the date of testing with favorable outcome; in the case of a contract with divided deliveries, from the date of delivery of each batch, or from the date of testing if this took place after delivery, unless a different term is specified in the Technical Documents (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO).

10.5. The guarantee implies that the Supplier undertakes to remove, at his own care and expense, any operating defect or manufacturing and/or installation discrepancy that may be found in the goods and/or machinery during the guarantee period, without prejudice to any cases envisaged in the Technical Documents (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO), or cases of incorrect operation by Tefin or of operation beyond the limits of the contractual performance in the case of machinery, or to provide, at Tefin's sole discretion, for the complete replacement of the goods and/or assets delivered.

The cost of labor, transport and packaging are included in the guarantee and are the sole responsibility of the Supplier. In the absence of prompt intervention by the Supplier, Tefin shall have the right, at her own discretion, to: a) accept the goods with an appropriate reduction in the price; b) carry out repairs directly or through a third party, charging the relative costs to the Supplier. In the case of replacements or repairs, the warranty period shall run from the date of the replacement or repair. c) terminate the contract.

10.6. The notification of defects and malfunctions by Tefin must be made within 30 days of their discovery and the repair and/or replacement within 8 calendar days of the defect being reported.

ART. 11 – SUB-SUPPLYING AND/OR SUBCONTRACTING

11.1. In cases where the Supplier enters into sub-supply and/or subcontracting agreements with third parties, it shall in any case be considered solely responsible for and guarantor of the perfect execution of the Contract.

11.2. The Supplier shall also be held liable for any damages that may be caused to Tefin or third parties due to facts attributable to the subjects it has used in the execution of the Contract, and it undertakes to indemnify and hold Tefin harmless from any third-party claims due to facts attributable to any sub-suppliers and/or auxiliaries and/or sub-contractors.

11.3. For all sub-supplies that may be entered into, the Supplier shall notify Tefin of the name of the sub-contractor, the amount of the sub-contract and the subject matter of the sub-contracted supply before the start of the supply.

The Sub-supply and/or subcontracting must in any case be authorized by Tefin.

Any changes to this information occurring during the course of the subcontracting must also be communicated to Tefin.

11.4. If the Supplier is integrated in a consortium-type organization or is established in the form of a consortium company, the Supplier is jointly and severally liable with the consortium members towards Tefin for all the fulfillment envisaged in the general contractual conditions and for any damage for any reason caused by the consortium members and their personnel in the performance of the activities commissioned to the Supplier.

11.5 The insurance policies referred to in para. 16 must expressly provide for the coverage of the risk in the name of the supplier and the individual consortium companies, which must be delivered, together with the Chamber of Commerce visas, to Tefin with a declaration of assumption of liability on the part of the supplier, jointly and severally with the consortium companies, for all events resulting from the activities carried out by the supplier and the consortium companies.

ART. 12 - SUBSTANCES AND MATERIALS USED OR SUPPLIED

12.1. The Supplier undertakes not to use and/or supply substances that can be classified as carcinogens category 1, 2 or 3 according to the current regulations on the classification and labeling of hazardous substances and preparations.

12.2. The Supplier also undertakes not to supply and/or use environmentally hazardous substances and/or materials.

12.3. In the event of non-fulfillment of the obligations provided for in this Article, the Supplier shall be obliged to indemnify and hold Tefin harmless from any liability, from any charges it may incur, as well as from any legal actions brought by third parties in connection with the breach of the requirements indicated.

ART. 13 - CONTRACT AND CREDIT TRANSFER

13.1. Without prejudice to the effects of subjective events of the Supplier that lead to the transfer of his legal positions, such as, by way of example, takeovers, mergers, demergers, acquisitions, corporate transformations, transfers or leases of the company or a branch thereof, the Supplier is prohibited from transferring the Contract, under penalty of nullity of the transfer itself.

13.2. Any transfer of the claim relating to the contractual consideration is prohibited, resulting in the liability of the Supplier to Tefin and the respective assignees.

13.3. The Supplier is also forbidden to grant powers of attorney and mandates for collection in any form whatsoever.

ART. 14 – PENALTIES

14.1. In the event of delay and/or non-performance, the penalties described in the TD - if any - and/or the Framework Contract and/or the Purchase Order shall be applied to the Supplier.

14.2. The relevant amounts will be retained, at Tefin's sole discretion, upon payment of subsequent invoices or by partially or fully enforcing the guarantee referred to in Article 15 below.

14.3. This is expressly without prejudice to the indemnification of further damage as provided for in Article 20 below in addition to the amount of the applied penalties.

14.4. Exceeding the maximum limit set forth in the Technical Documents (TD) - if any - and/or in the Framework Contract (FC) and/or in the Purchase Order (PO), shall entitle Tefin to enforce the termination of the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice, in any event, to Tefin's right to payment of the contractually agreed penalties in addition to compensation for any greater damages.

ART. 15 – FINAL WARRANTY

15.1. As a guarantee of the fulfillment of the contractual obligations and as a condition of the effectiveness of the Contract, where expressly requested by Tefin, a surety guarantee shall be produced by the Supplier, equal to 10% of the contractual amount, paid in the form of a bank or insurance surety or issued by financial intermediaries registered in the register pursuant to Art. 106 of Italian Legislative Decree No. 385/1993, which perform exclusively or mainly the activity of issuing guarantees and which are subject to audit by an auditing company registered in the register pursuant to Article 161 of Italian Legislative Decree No. 58/1998 and Article 43.1 lett. i) of Italian Legislative Decree No. 39/2010.

The guarantee shall expressly provide the waiver of the main debtor's right of prior payment and the exception pursuant to Article 1957, paragraph 2, of the Italian Civil Code, the operation of the same within fifteen days, upon Tefin's simple written request, the possibility of partial enforcement by Tefin in the event of the application of penalties, as well as the transfer of any disputes to the exclusive jurisdiction of the Court of Naples; the same guarantee shall also be authenticated by the signature of the guarantor, executed by a notary public or other authorized public official.

15.2. The Supplier undertakes to keep the aforesaid guarantee valid and effective, by means of renewals and/or extensions, for the entire duration of the Contract and, in any case, until the perfect fulfillment of all the obligations assumed under the Contract.

15.3. The Supplier also undertakes to reinstate the guaranteed amount, in the event of total or partial enforcement by Tefin during the period of its validity, no later than 15 days after the enforcement.

15.4. It is understood between the Parties, that should the bank withdraw from the guarantee contract, or should it no longer be able to honor it, making it impossible for Tefin to demand it, the Supplier hereby undertakes to have a new guarantee of the same amount and of the same type issued in favor of Tefin within 15 days of receipt of the withdrawal, or of Tefin's request.

15.5. In the event of non-performance of the aforementioned obligations, Tefin shall be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

15.6. The Customer, having verified the regular execution of the Contract, will release the guarantee at the Supplier's request within the month following the expiration date of the two-year guarantee period under Article 10 above relating to the last delivery made.

ART. 16 – INSURANCE POLICY

16.1. The Supplier shall assume all liability for any damage caused to persons or property, either of Tefin or of third parties, as a result of omissions, negligence or other failures, as well as accidental events in any way related and/or connected to the performance of the contractual services, even if performed by third parties.

16.2. As a guarantee of the foregoing, the Supplier undertakes to take out at his own care and expense, with a leading insurance company, an insurance policy that complies with the requirements set out in the Technical Documents (TD) - if any - and/or in the Framework Contract (FC) and/or in the Purchase Order (PO) and to produce it to Tefin within 10 days from the dispatch of the Purchase Order (PO), and at the latest together with the Order Confirmation, except for the companies that are part of the consortium where already covered by Tefin's policy.

16.3. Failure to fulfill the obligation set forth in the preceding paragraph shall result in the termination of the Contract pursuant to Article 1456 of the Italian Civil Code.

ART. 17 - WITHDRAWAL

17.1. Tefin, at her sole discretion and without the need to state reasons, shall have the right to unilaterally withdraw from the Contract by giving notice thereof to the Supplier, by registered letter with return receipt or via certified electronic mail (pec), addressed to the Supplier's Contact Person, at least 20 calendar days before the date on which the withdrawal is to be executed.

17.2. From the effective date of termination, the Supplier shall cease all contractual services, ensuring that such termination does not cause any damage to Tefin, agreeing with Tefin, if necessary, a management plan for any services still to be performed.

17.3. In the event that Tefin exercises her right of withdrawal, the Supplier shall be paid the contractual price only for the supply made up to the above-mentioned date, and hereby the Supplier waives any and all claims for damages, compensation and/or reimbursement of expenses.

17.4. The right of withdrawal in favor of the Supplier is expressly excluded.

ART. 18 - SUPPLIER BANKRUPTCY

In the event of the Supplier's bankruptcy and/or his being subjected to insolvency proceedings, such as, but not limited to, compulsory liquidation, extraordinary administration, the Contract shall be dissolved pursuant to Article 81 of Italian Royal Decree No. 267 of 1942.

Should the receiver and/or commissioner and/or trustee declare, within the term provided for in the aforementioned article, that they wish to take over the contractual relationship, Tefin shall be entitled to withdraw from the Contract by notifying the receiver and/or commissioner within 30 (thirty) days following receipt of the declaration of takeover.

ART. 19 - TERMINATION OF CONTRACT

19.1. TERMINATION FOR SUPPLIER'S CAUSE

19.1.1. In addition to the cases provided for in these General Conditions (GC) and in those expressly indicated in the Technical Specification, Tefin, upon written notice to the Supplier, to be sent by registered letter with return receipt or via certified electronic mail (pec), addressed to the Supplier's Contact Person, shall have the right to enforce termination of the Contract pursuant to Article 1456 of the Italian Civil Code, in the following cases:

- the Supplier does not provide the services in accordance with the terms of the contract and in particular employs personnel and/or equipment that do not meet the agreed requirements, or does not promptly replace equipment, or parts thereof, that are malfunctioning;
- the Supplier makes, on his own initiative and without the approval and/or written authorization of Tefin, changes and/or variations to the services and/or the execution project thereof;
- arbitrary suspension by the Supplier of the performance of the services covered by the Contract and/or refusal to resume performance of the activities, if suspended, for any reason whatsoever by Tefin;
- lack of any authorizations, permits and/or licenses required by the legislation in force at the time;
- violation of health and safety provisions in the workplace;
- the Supplier's unwillingness to allow access to his premises and/or facilities in the event of inspections by Tefin;
- failure of the general and/or special requirements of the Supplier;
- non-compliance with anti-mafia provisions;
- non-fulfillment of contribution, social security and insurance obligations with respect to employees with particular reference to what is agreed in Article 6 on tax withholding and contribution obligations;
- committing repeated acts detrimental to the image of Tefin scarl and/or companies belonging to the Consortium;
- the Supplier fails to take out the insurance policy provided for in the Contract and does not renew it;
- the Supplier fails to produce a surety guarantee to ensure the fulfillment of contractual obligations;

- if the penalties accrued by the Supplier exceed the maximum limit indicated in the Technical Documents (TD) - if any - and/or the Framework Contract (FC) and/or the Purchase Order (PO);

- in the event that legal action is brought against Tefin by third parties asserting proprietary rights in connection with the contractual services pursuant to Section 8 of these General Terms and Conditions;

- the Supplier violates his obligations concerning the proper management of waste pursuant to and in accordance with the provisions of Italian Legislative Decree 152/06;

- the Supplier violates his obligations regarding privacy and confidentiality pursuant to Article 22 of these General Terms and Conditions;

- the Supplier violates the provisions of Italian Legislative Decree No. 231/2001 or the provisions contained in the Code of Ethics adopted by the Customer, with effect from the adoption of the model and the Code of Ethics;

- in any case of repeated or serious breaches of contractual obligations, such as to jeopardize the proper performance of the services, and in the cases specifically provided for in the Technical Documentation (TD) and/or the Framework Contract (FC) and/or the Purchase Order (PO) (including therefore the delay in delivery of the material ordered) or other attached documents.

19.1.2. In the event of termination, Tefin shall have the right to enforce the definitive guarantee referred to in Article 15 above, as well as to proceed with execution against the Supplier, in addition, of course, to compensation for all damages

19.1.3. Without prejudice to the foregoing, in all cases of non-performance, Tefin, at her sole discretion, reserves the right to assign the Supplier, by registered letter with return receipt or certified electronic mail (pec), a deadline for fulfillment of not less than 15 days, after which, if the Supplier has not fulfilled his obligations, he shall have the right to assert the legal termination of the Contract with the consequences referred to in the preceding point.

19.1.4. In the event of termination, if expressly requested by Tefin, the Supplier shall be obliged to continue the Supply, at the prices and conditions contained in the Contract until the supply is entrusted to a third party, and in any case for a period not exceeding 6 (six) months from the notice of termination referred to above, agreeing with Tefin, if necessary, a management plan for any services still to be performed.

19.2. TERMINATION FOR CUSTOMER'S CAUSE

19.1.1. In the event of Tefin's failure to fulfill her payment obligations, the Supplier waives his right to assert rescinding remedies and undertakes to act exclusively to obtain Tefin's performance of the contractual obligations, to the exclusion of any right to damages..

19.1.2. Notwithstanding and without prejudice to the foregoing, the Supplier may take action to obtain performance of the contractual services only if, upon the occurrence of non-performance lasting more than 30 days after the expiry of the relevant time limit and formal notice of default having been served on the Supplier's Contact Person, no amicable settlement of the dispute has followed.

ART. 20 - COMPENSATION OF DAMAGES

20.1. Tefin reserves the right to claim compensation for any damage as a consequence of a breach of contractual provisions; where the Contract provides for penalties or a final guarantee, the reference is to compensation for further damage.

20.2. Without prejudice to cases of willful misconduct or gross negligence, or breach of the laws and/or regulations and/or rules and provisions and/or procedures applicable to the Contract by the Supplier and/or his representatives, auxiliaries, employees, administrators, sub-suppliers, the amount of the refundable damage shall not exceed 100% of the value of the Contract and shall be limited only to the damage arising from the performance as a direct and immediate consequence thereof, in addition to any image damage, the indemnification of loss of profit being excluded.

ART. 21 – WASTE MANAGEMENT

21.1. If, in the performance of the services covered by the contract, the Supplier produces or holds substances or objects defined as "waste", pursuant to and for the purposes of Article 183, paragraph 1 lett. a) of the Italian Legislative Decree 152/06, the Supplier shall provide at his own expense for the proper management of the same, implementing all the fulfillments prescribed by the environmental legislation in force at the time.

21.2. In the event that the Supplier directly provides for waste management - collection, transport and recovery/disposal - or for one or more phases of waste management, it shall possess the requirements, authorizations and registrations required by the aforementioned Decree and by the environmental legislation in force from time to time, and shall produce, prior to commencing the performance of the services entrusted, appropriate and valid documentation.

21.3. Similarly, if the Supplier uses third parties to manage all or part of the waste, he shall document that he possesses the requirements, authorizations or registrations prescribed by current legislation for the company or companies entrusted with the activity and submit a certified copy of the relevant contractual title.

21.4. It is the Supplier's obligation to promptly notify Tefin of any changes in the authorizations/registrations held by the managing company.

21.5. Tefin, while declining any liability deriving from the failure to comply with the aforementioned regulations, reserves her right to verify the fulfillment of the obligations relating to the correct management of waste incumbent on the Supplier, reserving her right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

ART. 22 - PRIVACY AND CONFIDENTIALITY

22.1. The Parties mutually undertake to process personal data known directly and/or incidentally in the performance of the Contract, in compliance with the legislation in force on the protection of personal data. By "applicable legislation" is meant the Regulation (EU) 2016/679 General Data Protection Regulation, the Italian adaptation legislation as well as the measures adopted by the Italian Data Protection Authority.

22.2. The personal data provided by the Supplier will be processed by Tefin in accordance with the information notice drawn up in compliance with the Italian Legislative Decree 196/03 and EU Regulation 2016/679 on the protection of personal data and made available on the website www.Tefin.it.

22.3. The responsibilities and obligations of the Parties with regard to the processing of personal data in connection with and functional to the performance of the services covered by the Contract, as well as the role played by the Parties for the purposes of personal data protection regulations (Data Controller, Autonomous Data Controller, External Data Processor) are regulated in the Contract itself by means of ad hoc contractual clauses and/or any legal acts attached thereto.

22.4. The Supplier hereby undertakes to fully implement the applicable regulations, including the conclusion, where necessary, of the aforementioned acts.

22.5. The content of the Contract and the information that the Supplier shall receive in execution of or on account of the Contract - including information concerning Tefin and the other consortium companies - shall be considered confidential and therefore not disclosable for any reason to third parties, except as necessary for the correct fulfillment of the Contract and

without prejudice to express legal obligations. The Supplier therefore undertakes to carry out all activities aimed at preventing the aforementioned information from being acquired by third parties or disclosed to third parties in any way. In any case, the Supplier undertakes to notify Tefin promptly and in writing of the occurrence of any event giving rise to the possible disclosure of confidential information.

ART. 23 - COMPLIANCE WITH ITALIAN LEGISLATIVE DECREE NO. 231/2001

23.1. With reference to the provisions of the Italian Legislative Decree No. 231/2001, provisions to be complied with when Tefin adopts the Model, concerning the administrative liability of entities, as subsequently amended and supplemented, the Supplier declares and warrants that, in the performance of the activities envisaged in the Contract:

- (i) those who hold positions of representation, administration or management of their company or one of their organizational units,
- (ii) those who exercise, also *de facto*, the management and control of their company, as well as
- (iii) persons otherwise subject to the direction or supervision of any of the foregoing, and
- (iv) any external collaborators,

shall not carry out any act or omission and shall not give rise to any act from which Tefin may derive liability under the aforementioned Italian Legislative Decree 231/2001.

23.2. In particular, the Supplier undertakes to carry out, and to ensure that his personnel carry out, the activity covered by this contract in absolute adherence to and in full compliance with the principles contained in the Code of Ethics adopted by Tefin in implementation of the provisions of Legislative Decree 8 June 2001.

This Code, when adopted, will be available on the website www.Tefin.it.

23.3. Any breach by the Supplier or his personnel of the aforementioned declaration and guarantee, or even of only one of the provisions contained in the Code of Ethics, shall entitle Tefin to terminate this Contract by right and with immediate effect pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right of the same to take action for compensation for any damages suffered and to be suffered.

23.4. If the Supplier is in turn subject to the provisions of the Italian Legislative Decree No. 231/01, the same declares that he has put in place the necessary fulfillments and precautions aimed at preventing criminal offenses included in the scope of application of the Italian Legislative Decree No. 231/01, having equipped his corporate structure with internal procedures and organizational, management and control systems that are adequate and compliant with the legal provisions on the administrative liability of entities.

ART. 24 - COURT OF JURISDICTION

Any dispute concerning the validity, interpretation or execution of the Contract shall be referred exclusively to the Italian Court of Naples.

ART 25 - COMMUNICATIONS

In relation to the fulfillment, communications and transmission of documents from the Supplier to Tefin scarl or vice versa, the methods and references indicated in the course of the management of the relationship may be used.

Art. 26 - ACCEPTANCE OF THE GENERAL CONDITIONS BY THE SUPPLIER

Even in the absence of a signature on the part of the Supplier, the order shall in any case be deemed accepted in the absence of objections or dissenting written counter proposals sent by the Supplier and received by Tefin within 2 (two) working days of the order being sent by certified electronic mail (pec) or other means. For this purpose, the sending of the order to the Supplier's address indicated during coding, qualification or in subsequent written communications shall be valid. Execution of the supply by the Supplier shall in any case be understood as tacit acceptance of these conditions and of the specific conditions expressed in the Purchase Order (PO). In the event of a counter proposal, the same shall only be valid if expressly accepted pursuant to Article 1326 of the Italian Civil Code. Tefin reserves the right to make any variation to the PO by issuing an "order variation" containing the proposed variation and its effective date. It shall be understood as accepted by the Supplier unless the latter expresses in writing to Tefin, within 2 (two) working days from the dispatch of the same, his unwillingness to supply under the new proposed conditions.

Art. 27 – SPECIFIC APPROVAL

With reference to the general terms and conditions of supply of Tefin scarl, we confirm to you, pursuant to Article 1341 and 1342 of the Italian Civil Code, our unconditional and full acceptance of the clauses contained therein with the following titles:

- Art. 4 Supplier's Obligations
- Art. 6 Obligations arising from the business relationship
- Art. 6.6 Wage and contribution obligations, compliance with obligations
- Art. 13 Contract and credit transfer
- Art. 14 Penalties
- Art. 15 Final warranty
- Art. 16 Insurance policy
- Art. 17 Withdrawal
- Art. 19 Termination of the contract
- Art. 20 Compensation of damages
- Art. 22 Privacy and confidentiality



- Art. 24 Court of Jurisdiction
- Art 26 Acceptance of general conditions by the Supplier

Stamp and Signature for acceptance

Date:

The Supplier