

GENERAL CONDITIONS OF PURCHASE

1. GENERAL CONDITIONS AND PURCHASE ORDER

- 1.1** This document ("**General Conditions**"), and any subsequent amendments that may be made pursuant to the following article **Error! Reference source not found.**, is drawn up with the aim of regulating the relationship between **DRASS GALEAZZI S.R.L.U.**, with registered office in Rome (RM), Piazza del Popolo n. 18, 00187, Tax Code/VAT 01302380496 and **DRASS S.P.A.** with registered office in Rome (RM), Piazza del Popolo n. 18, 00187, Tax Code/VAT No. 01840720492 ("**Company**") and the person who will provide the Company with the services or products covered by this agreement ("**Supplier**").
- 1.2** The Company is a leading global provider of dive systems and commercial diving solutions, including saturation diving systems and equipment, hydraulic launch and recovery (LARS) systems, diving systems, personal diver equipment and diving components, hyperbaric chambers for oxygen therapy, hyperbaric chambers for tunnel drilling machines, environmental control systems for confined or controlled environments, and wet and dry hyperbaric simulators for the commercial and defense and underwater sectors.
- 1.3** In addition to these General Terms and Conditions and the purchase order form ("**Purchase Order**"), any additional special contractual conditions that may be contained in the Purchase Order itself ("**Special Conditions**") will apply.
- 1.4** The General Conditions, together with the Purchase Order, the Particular Conditions, where applicable, and any additional technical annexes relating to the Goods and/or Services ("**Technical Annexes**"), if any, constitute a single and indivisible agreement between the Supplier and the Company ("**Contract**").
- 1.5** Any further and possible contract or general conditions of sale of the Supplier's services are expressly excluded from the agreements covered by the Contract, the application and effectiveness of which between the Parties is expressly excluded, as they do not form part of the Contract in any way.
- 1.6** In the event of any conflict or inconsistency between the documents that make up this Agreement, the following order of precedence shall apply:
- Special conditions;
 - General Conditions;
 - Purchase Order;
 - Technical Attachments.
- In the event of a discrepancy or conflict, the higher-ranking document shall prevail over the lower-ranking document to the extent of the conflict between the documents.
- 1.7** For purposes of this Agreement, the Company and the Supplier are also collectively referred to as the "**Parties**" and individually as the "**Party**".

2. SUBJECT MATTER OF THE CONTRACT AND PERFORMANCE OF THE SERVICES

- 2.1** This Agreement sets forth the terms and conditions under which Supplier will supply Company with the goods and/or perform the services described and set forth in the Purchase Order (the "**Supply Item**"), and Company will purchase the Supply Item at the prices and/or rates specified in the Purchase Order, in accordance with the delivery schedule set forth therein, the Particular Conditions.

- 2.2 The Company may, due to system upgrades, maintenance activities or technical requirements, suspend or terminate the performance of the Agreement and its obligations for as long as is strictly necessary to meet such needs, without this constituting a breach of its obligations.
- 2.3 The delivery of the Goods covered by this contract, for the purposes of verifying compliance with the delivery terms, quality control and transfer of risk on the goods from the Supplier to the Company, will take place according to the times and methods specified in the INCOTERMS® 2020 indicated in the Particular Conditions referred to in the Purchase Order.
- 2.4 The Supplier guarantees that the personnel employed to carry out the activities relating to the Purchase Order will be in compliance with the provisions of the law on remuneration, contributions, tax, welfare and insurance, as well as with all applicable regulations on subordinate employment relationships (laws, regulations and collective agreements), para-subordinate or collaboration, and that they are qualified as suitable for the tasks to be performed.

3. PURCHASE ORDER ACCEPTANCE, CHANGES AND CANCELLATION

- 3.1 The Agreement shall become binding and shall be effective for the Parties upon the occurrence of (i) the Contract being entered into by both Parties, or (ii) receipt by the Company of the Purchase Order, issued, accepted and signed by the Supplier without request for modification or reservation.
- 3.2 Unless otherwise indicated in writing, the Purchase Order must be accepted by the Supplier within 7 (seven) calendar days from the date of receipt of the Purchase Order, by returning to the Company a copy of the Purchase Order including any attachments, duly signed on each page, or by signing an electronic Purchase Order with digital signature and/or other forms of acceptance. In the absence of such acceptance within the terms established by this article 3.2, the Company shall be entitled to treat the Agreement as not concluded and the Agreement shall not have any effect.
- 3.3 It is expressly forbidden for the Supplier to perform the services covered by the Contract before having returned the duly signed Purchase Order to the Company, in accordance with the procedures and terms established in the previous articles 3.2 e 3.3.
- 3.4 No variation or modification to the Purchase Order may be unilaterally introduced by the Supplier unless previously authorized by the Company by issuing a variation order countersigned by both the Company and the Supplier.

4. TRANSFER OF OWNERSHIP, DELIVERY OF GOODS, TESTING AND ACCEPTANCE

- 4.1 The delivery of the Goods, for the purposes of verifying compliance with the delivery terms, quality control and determining the time of transfer of the risk of damage or total or partial loss on the Goods from the Supplier to the Company, will take place according to the times and methods specified in the INCOTERMS® indicated in the Purchase Order.
- 4.2 Ownership of the Goods is deemed to be transferred to the Company at the time of transfer of risk as provided for in INCOTERMS® 2020, according to the specific delivery method in the Special Conditions set out in the Purchase Order. Ownership of the work carried out in execution of the Service(s) is deemed to be transferred to the Company upon acceptance by the latter.
- 4.3 In the event that the specific characteristics or nature of the Goods require compliance with particular protection regulations, the Supplier must highlight these requirements by means of appropriate labels, written instructions or timely communications at the time of delivery.
- 4.4 Any partial and/or split or early deliveries will be accepted only if the Company has previously consented to them in writing; in the absence of such consent, the Company may return to the

Supplier, at the latter's expense, the Goods and Services and, in any case, any product delivered in advance of the delivery date indicated in the Purchase Order.

- 4.5** Deliveries or supplies that do not comply with the specifications indicated in the Purchase Order may be refused by the Company, unless the Company has previously consented to it in writing, accepting them.
- 4.6** Each shipment must be accompanied by a copy of the transport document complete with the references in the Purchase Order and the list of packages, with the details of the Goods contained therein, their respective quantities and weights, as well as all the documentation required by the Purchase Order.
- 4.7** The delivery of the Goods does not imply or determine their acceptance, which will take place only following positive verification of the conformity of what has been delivered with respect to the Purchase Order and the absence of defects or defects, verified pursuant to the acceptance tests provided for within the Special Conditions referred to in the Purchase Order (the "**Testing**"). The Company shall have the right to notify the Supplier, even after receipt and regardless of any payment of the relevant invoices and the Consideration and also of the positive outcome of the Testing, of any non-conformity of the Goods supplied or the presence of defects or defects with respect to the Object of the Supply, as provided for in Article 16. In this case, the Supplier shall be required to promptly remedy the non-conformities and to replace any defective or defective Goods.
- 4.8** The Supplier undertakes to supply the Goods and/or Services in compliance with the current safety regulations in Italy, as well as with the technical, functional and qualitative specifications defined in the Purchase Order or in the relevant annexes. In order to verify their compliance, the Supplier acknowledges the possibility that the Product must be tested.
- 4.9** The methods of execution of the Test will be indicated in the Purchase Order. In the presence of errors and/or malfunctions, the Goods will be rejected; in this case, a negative test report will be drawn up with the consequences specified in the Purchase Order. In this case, the Supplier is required to make the necessary corrections at no additional cost to the Company within a maximum period of 15 (fifteen) days from the communication of the negative test report, after which the Test will be repeated according to the methods and terms indicated above.
- 4.10** If these defects are irremediable, the Parties will agree on the amount to be deducted from the Consideration or, in any case, from the Supplier's credit due to the defects found. No payment will be due by the Company to the Supplier for the Goods until they have successfully passed the Testing, in accordance with the same procedures indicated in the Purchase Order.
- 4.11** All costs relating to the Testing, including those deriving from any repetitions due to the responsibility of the Supplier (excluding all costs of any kind relating to the Company's personnel not necessary for the performance of the Testing), as well as the remuneration of the entity in charge of the Testing carried out at the Supplier's plants and/or plants, will be borne by the Supplier.
- 4.12** In both cases and where applicable, the Goods and/or Services (or any work derived from them) shall be deemed to be definitively accepted by the Company only following the successful completion of the Testing and tests provided for in the Purchase Order or, in any case, agreed in writing between the Parties.
- 4.13** If the Object of the Supply provides, in addition to the supply, also the installation, assembly or other commissioning of the Goods, the delivery will be considered completed only following the successful installation, assembly or commissioning according to the procedures agreed in the Purchase Order.

If these operations do not ensure the full functionality of the Goods as specified in the Purchase Order, the provisions of Article 16.

4.14 Upon acceptance of the Goods:

- i. The risk of loss or damage to the Goods shall pass definitively to the Company, without prejudice to the Supplier's warranty obligation;
- ii. The Warranty period referred to in Article 16 of this Agreement;
- iii. The last instalment of the Consideration will become due and payable, if so provided for in the Purchase Order;
- iv. The Goods will be considered accepted.

4.15 The Supplier shall provide the Company with all documentation necessary and suitable for the regular use of the Goods and/or Services (e.g. instruction and operation manuals, installation, assembly and maintenance manuals, warranty certificates) (the "**Technical Documentation**") under any terms specified in the Purchase Order.

4.16 Upon delivery of the Goods, at the request of the Company, the Supplier shall provide the following foreign trade data:

- i. classification of goods in trade statistics (commodity code);
- ii. country of origin;
- iii. identification and classification of goods subject to export control;
- iv. certificate of origin or a document of preference.

5. PENALTY FOR FAILURE TO COMPLY WITH DELIVERY DEADLINES

- 5.1** The final and intermediate delivery terms where provided for and indicated in the Purchase Order are essential. In the event of failure to comply with the aforementioned terms, not justified by force majeure or causes not attributable to the Supplier, a penalty equal to 2% of the Total Consideration may be applied for each week of delay or fraction of a week, up to a maximum of 10%, unless otherwise agreed. This is without prejudice to the Company's right to compensation for any further damage.
- 5.2** In the event of delay in the delivery of the Technical Documentation with respect to the terms specified in the Purchase Order, a penalty equal to 0.05% of the total amount may be applied to the Supplier for each day of delay, up to a maximum of 2%, which will be added to what is indicated in the Article 5.1. The Company's right to compensation for any further damage remains unaffected.
- 5.3** The unconditional acceptance of a late delivery of the Goods or Services shall not be construed as a waiver by the Company of the right to claim damages until such compensation has been paid in full to the Company within the required timeframe.
- 5.4** The Supplier shall immediately inform the Company's purchasing department if it foresees difficulties such as to jeopardise the possibility of delivering or supplying the Goods and/or Services on time and with the required quality. This notice does not, however, exempt the Supplier from liability related to delay in performance.
- 5.5** If the delay lasts more than ten weeks with respect to the scheduled delivery date, or with reference to other contractual obligations, the Company shall have the right to declare the Contract terminated pursuant to art. 10 and the Supplier shall pay to the Company the sums due as a penalty pursuant to art. 5.1, without prejudice to the Company's right to compensation for any further damage suffered.

- 5.6 If the Purchase Order provides for the delivery of the Object of the Supply in several tranches, the performance of the Supplier's service is considered correctly performed only upon completion of the delivery of the Object of the Supply.

6. PRICE, PAYMENT AND SHIPPING COSTS

- 6.1 Upon execution of the Contract and delivery of the Supply Item, the Company shall pay the Supplier the fees indicated in the Purchase Order ("**Consideration**" or "**Price**"), according to the terms and any further indications provided therein in the relevant section ("**Payment Terms**"), taking into account any further specific conditions applicable to the Consideration indicated in the Purchase Order.
- 6.2 The payment of invoices issued by the Supplier in relation to the execution of the Contract may be made on condition that they are issued in accordance with the provisions of the law, transmitted electronically in the format provided for in Annex A of Ministerial Decree no. 55/2013 and that they contain all the information necessary to allow the processing of the payment by the Company. In particular, the Supplier's invoice must include: the Purchase Order number, the description of the Goods/Services, the quantity and unit price of the Goods/Services, the currency, the payment terms and the indication of the Unique A4707H7 Office Code to allow the Exchange System (SDI) the correct delivery of the electronic invoice. If the invoice is missing one or more of the above, the Company will request the Supplier to make the necessary additions/amnesties, with the consequent start of a new payment deadline from the date of receipt of the correct invoice. The Company cannot be held responsible for any delay in payments caused by the lack of the above elements in the Supplier's invoice.
- 6.3 Except as otherwise expressly stated in the Purchase Order, all materials, goods, equipment, personnel, engineering and any other items or Services to be provided or performed by the Supplier for the performance of the Contract shall be deemed to be included in the Consideration.
- 6.4 Unless otherwise agreed in writing, the Consideration will be paid by the Company to the Supplier by bank transfer according to the terms and conditions set out in the Purchase Order. In any case, the payment of the Consideration is subject to the unreserved acceptance of the Goods and/or Services by the Company according to the terms and conditions contained in the Purchase Order.
- 6.5 The Consideration may not be changed unilaterally by the Supplier, except in prior written agreement with the Company. The prices indicated in the Purchase Order and the Consideration are intended to be fixed and flat-rate and are not subject to revision.
- 6.6 If the reimbursement of documented expenses is provided for in the Purchase Order, the payment of the same by the Company may be arranged on condition that the expenses have been previously approved by the Company and justified in writing.
- 6.7 If the Order provides for deliveries divided into several tranches, the payment of the Consideration is considered to refer to the full and complete execution of the Object of the Supply. In any case, the deadlines established in the Purchase Order remain unchanged for each individual delivery.
- 6.8 In the event of late payments with respect to the agreed terms, except in cases where such delay is not attributable to the Company, default interest will be charged to the Company at the rate in force. Default interest will be due only following formal notice of default by the Company by the Supplier and provided that the delay is not due to a cause attributable to the Supplier. In any case, late payment may not constitute a reason for interruption of supply.

- 6.9 The Company shall select shipping methods by indicating them in the Purchase Order ("**Shipping Method**"), which, unless otherwise agreed in writing by the Parties, shall be deemed to be the responsibility of the Supplier. Special Methods of Transportation may be used at the Company's request, provided that the Company provides the Supplier with reasonable notice of its transportation requirements prior to shipment of the Supply Item.

7. CONFIDENTIALITY

- 7.1 For the purposes of the Agreement, "Confidential Information" means, taken together:
- a. the Know How as defined in the Contract constitutes confidential information;
 - b. all information relating to the Company's business (including, but not limited to, documents, drawings, projects, reports, technical data, graphs, commercial agreements, analyses, studies, research, production processes, working methods, techniques used, formulas and production processes, technologies used, types of suppliers, customer lists and their contacts, quality and quantity of products purchased, prices, discounts, business plans and operations, market research and strategies, specifications, samples, models, drawings, plans or *rebates*);
 - c. all intellectual property assets owned by the Company, meaning any trademark, registered or unregistered, patent, invention not yet registered, any work protected by copyright law, any registered or unregistered design;
- 7.2 Without prejudice to any legal obligation or liability and the general duty of good faith governing the performance of the contractual relationship, the Supplier undertakes, for the entire term of the Contract and after its termination for any reason, not to disclose any Confidential Information disclosed by the Company to the Supplier, whether orally or in writing, in electronic form or by any other means, and whether or not marked or otherwise identified as "confidential", in connection with the Contract. The Confidential Information will be kept strictly confidential and will be used by the Supplier solely for the purpose of performing the Contract.
- 7.3 The Supplier undertakes, on its own behalf and on behalf of its employees, suppliers and collaborators, not to disclose the Confidential Information and Know-How without the prior written consent of the Company, both during the Term and after the termination of this Contract. Consequently, the Supplier will implement, and have its employees, suppliers and collaborators implement, adequate confidentiality and security measures as specified in the Purchase Order to keep the Confidential Information strictly confidential and to fulfill the obligations set out in this article 7. In the event of a breach of the prohibitions set forth in this Article 7, the Supplier shall pay the Company, by way of a contractual penalty, the amount of €25,000 (twenty-five thousand euros), without prejudice to the Company's right to claim compensation for any additional damages suffered. In addition, the Company shall be entitled to seek injunction protection for any breach of this article 7, without the need to provide bail or prove the inadequacy of legal remedies.
- 7.4 At the Company's request, the Supplier shall promptly return all documents and other materials received from the Company.
- 7.5 This article 7 will not apply to information that: (a) is or becomes publicly available through no fault of Vendor; (b) is lawfully known to Vendor at the time of disclosure; or (c) is lawfully obtained, on a non-confidential basis, from a third party.

8. COLLABORATION, AUDITS AND ACCESS TO PREMISES

- 8.1 Company shall provide Supplier with all materials and information necessary to enable Supplier to properly and promptly supply and deliver the Supply Item.
- 8.2 Materials, components, containers and special packaging supplied by the Company to the Supplier for the purpose of executing this Contract shall remain the property of the Company. They may be used by the Supplier exclusively in accordance with their intended purpose and for the sole purpose of executing the Contract. The processing of materials and the assembly of components are carried out on behalf of the Company. It is understood that, before the transfer of ownership of the Item from the Supplier to the Company as a result of this Contract, in relation to the value of the Company's components in relation to the total value of the Item, the Company will be co-owner of the Goods made with its own materials and components; the Supplier undertakes to keep such materials and components supplied by the Company in the interest of the latter.
- 8.3 In the case of materials sent by the Company to the Supplier for the purpose of the execution of this Agreement, they shall be deemed to be compliant unless otherwise communicated by the Supplier to be sent to the Company within 5 days of receipt of such materials.
- 8.4 In addition to the provisions set forth in this Section 8, the Parties shall have a general duty to cooperate with each other in relation to the subject matter of this Agreement, in order to enable the other Party to properly perform its obligations under this Agreement.
- 8.5 In order to monitor the progress and quality of the works necessary for the fulfilment of the Contract, the Supplier shall allow the Company or the Company's delegates free access to its plants and facilities.
- 8.6 The Supplier grants the Company, or a third party company designated by the Company, access to its legal/operational headquarters upon simple written request of the Company, with three (3) business days' notice.
- 8.7 If, for the purposes of performing the services covered by this Contract, it is necessary to allow the Supplier and/or its employees, collaborators or appointees access to the Company's plants, operating offices or premises, the Parties undertake to jointly proceed with the assessment of interference risks, the drafting and/or updating of the Single Interference Risk Assessment Document (DUVRI), as well as to implement any other fulfilment and to prepare any additional document required by current legislation on health and safety at work.
- 8.8 If, for the purpose of performing the services covered by this Contract, it is necessary to allow access to the Company's plants, operating offices or premises to the Supplier and/or its employees, collaborators or appointees, the Supplier is required to comply with all the rules and instructions on occupational safety, environmental protection, access to and circulation within the Company's plant, identification requirements, etc., which will be provided by the Company for the relevant site at the time of carrying out the activities on site.
- 8.9 The Company assumes no responsibility for accidents occurring within the Company's plants/construction sites involving such subjects.

9. DURATION

- 9.1 This Agreement shall become effective on the date of its signature, pursuant to Article 3, and shall remain in force for the duration, if any, specified in the Purchase Order. If no duration is specified, the Contract shall automatically terminate upon delivery of the Supply Item, unless otherwise expressly provided in the Contract with reference to specific obligations requiring a different duration. Any obligation under the Contract which, by its nature or by specific provision of this

Contract, survives the termination of the Contract, for whatever cause whatsoever, shall remain in full force and effect.

10. EXPRESS TERMINATION CLAUSE

- 10.1** In the event of non-compliance by the Supplier with the obligations arising from the Contract, the Company shall have the right to terminate the Contract by sending written notice to the Supplier via certified e-mail (PEC), if the Supplier does not remedy its non-compliance within thirty (30) working days from receipt of the written communication from the Supplier contesting such non-compliance, with notice that, after this period, the contractual relationship will be considered automatically terminated, without prejudice to the Company's right to compensation for any damages suffered and any further remedy provided.
- 10.2** In addition to what is provided for in the previous article 10.1, the Company shall have the right to terminate the Contract by sending written notice to the Supplier via certified email, with effect from the date indicated by the Company in such communication, without prejudice to the Company's right to compensation for any damages suffered and any further remedy provided, if the Supplier:
- a. violates the prohibition on assignment and/or transfer of the Contract set out in Article 20;
 - b. breaches the confidentiality obligations set out in Article 7;
 - c. violates the prohibitions set out in art. 3.3 e 3.4;
 - d. fails to comply with the essential delivery terms set out in the Purchase Order;
 - e. fails to fulfil the duty of cooperation laid down in Article 8.4;
 - f. fails to comply with the obligations set out in Article 12;
 - g. fails to comply with the obligations set out in Article 14;
 - h. fails to comply with the obligations set out in Article 16;
 - i. fails to comply with the obligations set out in Article 17;
 - j. is placed in liquidation or subject to any insolvency procedure, or is the recipient of seizures, seizures, protests or other precautionary measures, or, again, finds itself in a situation of association or subjection to any form of control, even indirect, by a competitor of the Company;
 - k. breaches any of the representations or warranties set forth in the article 17, or if the Supplier, any of its ultimate beneficial owners or the intended end-user of the Goods becomes a Sanctioned Person.
- 10.3** It is understood that any tolerance by the Company of the non-performance by the Supplier of contractual obligations shall not constitute a waiver by the Company of its right to exercise the contractual remedies provided herein, including the remedy provided for in the express termination clause for such and/or subsequent breaches. The Company shall retain, in any case, the right to terminate the Contract at any time in the event of a change in the corporate structure of the Supplier, as well as in the event that the Supplier is declared bankrupt or subject to other insolvency proceedings.

11. FORCE MAJEURE

- 11.1** The Supplier shall not be held liable for non-fulfilment and/or delays due to force majeure, meaning such exceptional and/or unforeseeable events and/or circumstances such as wars, revolutions, sabotage, epidemics, fires, explosions, earthquakes, floods, national and trade strikes, impediments

due to specific legislative provisions or other impediments of equal seriousness beyond the control of the Parties and having an unforeseeable character.

- 11.2** In the cases referred to in the previous article 11.1, the delivery terms will be extended for a period corresponding to the working days lost due to the occurrence of the aforementioned force majeure.
- 11.3** If the performance of the Contract for a Party is rendered impossible – temporarily or permanently – due to a force majeure event, the Party affected by such event shall promptly inform the other party in writing (within 7 days of the occurrence of such cause) indicating the date on which it occurred and the date on which it is expected to cease to have effect.
- 11.4** The Company shall not be liable or liable to compensate for any loss or damage suffered by the Supplier resulting from force majeure events.
- 11.5** In the event of such force majeure, any breach by the Company with respect to the Contract shall not be deemed to be attributable to the Company. In such circumstances, the Company shall be released from all contractual obligations and liabilities.
- 11.6** If the force majeure causes continue for more than 60 (sixty) days, the Parties shall have the right to consider the Contract automatically terminated.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1** The Supplier declares and guarantees that the Goods and/or Services, as well as any of their components, parts, documentation, software, know-how, distinctive sign or other element used or supplied in execution of the Contract, do not and will not violate in any way patents, trademarks, models, copyrights, database rights, licenses, trade secrets or in any case intellectual or industrial property rights of third parties, nor do they affect the freedom or lawfulness of use, economic exploitation and trade of the Goods and/or Services by the Company, both in Italy and abroad.
- 12.2** The Supplier assumes full and exclusive responsibility for any claim, action or claim – judicial or extrajudicial – made by third parties against the Company in relation to alleged or actual violations of the rights referred to in the previous paragraph and undertakes to indemnify and hold the Company fully harmless from any consequent charge, cost, expense (including legal fees), damage, sanction or liability. In particular, upon the Company's simple written request, the Supplier undertakes to: (i) assume, at its own care and expense, the management and defense of any dispute or proceeding brought by third parties against the Company; and/or (ii) adopt, at no cost to the Company and in the shortest technically possible time, any measure necessary to remove the violation, such as, by way of example, obtaining the necessary licenses, replacing and/or modifying the Goods and/or Services with other equivalent and non-harmful ones, guaranteeing in any case the maintenance of the required functions and performances.
- 12.3** This is without prejudice to the Company's right to intervene in proceedings, appoint its own trusted lawyers and directly undertake any action or initiative deemed appropriate for the protection of its rights and interests, without prejudice in any case to the right of full recourse against the Supplier.
- 12.4** Unless expressly and otherwise indicated in the Purchase Order and in Article 13 below in relation to the Software, the Company hereby becomes the sole and exclusive owner, for an indefinite period and without territorial limitations, of all rights – none excluded or excluded – of economic use and exploitation of the Goods and relating to ideas, studies, projects, drawings, models, technical solutions, specifications, software, documents, drawings, know-how, results of activities, developments, improvements and, in general, to all documentation and materials, in any form and on any medium, that have been conceived, developed, manufactured or otherwise prepared by the

Supplier (and/or its employees, collaborators or subcontractors) within the scope of or on the occasion of the execution of the Contract.

- 12.5** The Supplier acknowledges that the Consideration agreed for the Goods and/or Services is inclusive and adequate also in the face of the transfer to the Company of the rights referred to in this article and undertakes, at the simple request of the Company, to sign any further deed or document that may be reasonably necessary to complete, register or make such transfer enforceable against third parties, as well as to procure the similar commitment on the part of its employees, collaborators and subcontractors involved.
- 12.6** All intellectual and industrial property rights, including without limitation patents, utility models, registered or unregistered designs and trademarks, trade names, domain names, copyrights and related rights, database rights, know-how, trade secrets and any other proprietary rights, as well as any applications, renewals, extensions and rights to request the same, relating to or incorporated into the Confidential Information or the information and materials transmitted by the Company to the Supplier for the purpose of performing the Agreement, in all drawings, specifications, manuals, technical documentation, software and other materials provided by the Company to the Supplier in connection with the Agreement (collectively, the "**IPRs**"), are and will remain the exclusive property of the Company and/or its licensors. Nothing in the Agreement shall operate as a transfer, assignment or license of any such intellectual or industrial property rights to the Supplier.
- 12.7** For the purposes of this Agreement, "Know-How" means any technical, commercial, industrial and organizational information, data, methods, procedures, processes, formulas, designs, calculations, models, software architectures, engineering solutions, test results, manuals, drawings and other information (whether in written, electronic, oral, visual or any other form) that is not generally known or readily accessible in the relevant industry, that has actual or potential economic value for the Company or its affiliates and with respect to which the Company or its affiliates have taken reasonable steps to maintain the confidentiality thereof.
- 12.8** The Supplier acknowledges that any Know-How disclosed or otherwise made available by the Company in connection with the design, manufacture, integration, installation, commissioning, testing, operation, maintenance or support of the Goods and/or Services, including any diving systems, submarines and hyperbaric chambers, remains at all times the exclusive property of the Company or its affiliates and shall be treated as Confidential Information pursuant to Article 7 of this Agreement. The Supplier shall use such Know-How solely for the purpose of the performance of the Contract and the use and maintenance of the Goods in accordance with the Contract and shall not, directly or indirectly, use, disclose, reproduce, submit to *reverse engineering*, decompile, disassemble, modify or exploit such Know-How, in whole or in part, for any other purpose or for the benefit of third parties, without the prior written consent of the Company.
- 12.9** Except for any mandatory rights granted by applicable law, no other right, title or interest, no further license and no implied license, option or right of any kind to the IPR or the Know-How of the Company or any third party is granted or transferred to the Supplier under the Agreement.
- 12.10** The provisions of this section shall survive the expiration or termination of the Agreement, for any reason, to the fullest extent permitted by applicable law.

13. SOFTWARE DEVELOPMENT, UPDATES AND MAINTENANCE SERVICE

- 13.1** For the purposes of this Article 13, for:

"Software" means any computer program, application, component, module, interface, script, code (whether in object code or source code form), as well as related documentation, developed, customized, configured or integrated by the Supplier in performance of the Agreement and/or the related Order Forms.

"Results" means the Software and all materials related to it, including technical specifications, analyses, drawings, documentation, manuals, reports, as well as any other intellectual work carried out by the Supplier in execution of the Contract.

"Subsequent Developments" means all modifications, improvements, updates, new versions, evolutionary or corrective, as well as derivative works and intermediate developments of the Software and/or the Results, carried out by the Supplier on behalf of the Company or in any case in connection with the Contract.

13.2 This Article 13 regulates, in a special way and prevails over Art. 12, the ownership and exercise of the intellectual and industrial property rights relating to the Software, the Results and the Subsequent Developments, as well as the possible licensing of the Software to the Company, as better specified in the following paragraphs.

13.3 If the Software has been developed by the Supplier specifically for the Company on behalf of the Company under this Agreement, the Parties agree that title and rights of economic use in the Software, Results and Subsequent Developments shall be governed, alternatively, according to:

- i. Option A – Full ownership by the Company, referred to in Article 13.4; or
- ii. Option B – Ownership to the Supplier and exclusive license to the Company.

The specific applicable option (Option A or Option B) will be indicated, for each individual assignment or project, in the relevant Purchase Order, which will constitute an integral and substantial part of the Contract. In the absence of express indication, Option A – Full ownership by the Company will be deemed applicable.

13.4 In the event that Option A is selected in the Purchase Order, the Supplier, upon payment of the agreed Consideration or, if earlier, with the delivery of the Software and the Results, irrevocably assigns and transfers to the Company, on a definitive basis, all rights of economic use on the Software, on the Results and on the Subsequent Developments, on an exclusive basis, for the entire duration of legal protection and for all countries in the world, without any limitation as to the method of use. Such assignment includes, but is not limited to, the right to reproduce, permanently or temporarily, in whole or in part, the Software and the Results, by any means or form, to translate, adapt, transform, modify and further develop the Software and the Results, as well as to reproduce the derivative works thus obtained, to distribute the Software and the Results to the public, in any form, including by renting, renting, licensing or sublicensing, on premise or in the cloud, integrating them into the Company's solutions, products and services, to grant to third parties, including the Company's customers, licenses and sublicenses to use the Software and the Results, for any reason, without the need for further consent or compensation to the Supplier.

The assignment referred to in Article 13.4 expressly includes, but is not limited to, all modifications, enhancements, updates, subsequent versions, patches, releases, evolutionary and corrective, all interim developments, prototypes, beta versions and any derivative works of the Software or the Results, any further adaptation, transformation, integration or customization activities carried out by the Supplier in relation to the Software.

13.5 In the event that Option A applies, the Supplier undertakes to deliver to the Company also the source code of the Software and the Results, as well as the technical documentation necessary to allow their full use, maintenance, modification and evolution by the Company or third parties

appointed by it. Any exceptions or limitations to the obligation to deliver the source code are governed by the Purchase Order.

- 13.6** In the event that Option B is selected in the Purchase Order, ownership of the intellectual property rights in the Software, Results and Subsequent Developments remains with the Supplier, which retains the status of original or derivative owner, without prejudice to the rights that follow in favor of the Company.

The Supplier grants the Company, as of the delivery of the Software and the Results and upon payment of the agreed fee, an exclusive, perpetual, irrevocable, worldwide, unlimited license to use the Software, the Results and the Subsequent Developments.

The Company shall have the right to incorporate and install the Software developed by the Supplier in its products, systems or solutions, as well as to license the use of such Software, in incorporated or stand-alone form, to its customers and/or third parties, for a fee or free of charge, on an exclusive or non-exclusive basis, to sub-grant such rights to other parties, as well as, unless otherwise agreed between the Parties, the right to freely modify, adapt, integrate, translate, update and evolve the Software, directly or through third parties appointed by it. The Parties may, in fact, agree that any subsequent interventions on the Software will be carried out by the Supplier, or with its support, according to methods and timing to be agreed between the Parties. This license includes, by way of example but not limited to, the Company's right to use the Software and the Results, in object code form, in any environment and for any purpose related to its business activities, including by integrating it into its solutions, platforms, products and services, both on-premise and in cloud; carry out all the loading, display, execution, transmission and storage of the Software necessary for its use, as well as the backup copies strictly necessary for security and business continuity; grant to third parties, including its customers, sublicenses to use the Software and the Results, including those integrated into the Company's solutions, under conditions freely determined by the Company, without the need for further consent or compensation to the Supplier; carry out, directly or through appointed third parties, the modifications strictly necessary for the integration of the Software with other programs and systems of the Company, as well as to ensure their interoperability, without prejudice to compliance with the mandatory software regulations. The license is granted exclusively to the Company for the fields of use and purposes indicated in the Contract and in the Purchase Order; the Supplier undertakes not to grant to third parties, either directly or indirectly, licenses or rights to use the same Software and the same Results in conflict with the exclusive rights granted to the Company.

- 13.7** In the event that Option B is applied, the Supplier shall also undertake to deposit with an independent specialized third party, previously approved by the Company, an up-to-date and complete copy of the Software source code, together with the technical documentation necessary to enable its maintenance, modification and further development.

The deposit shall be kept up to date for the entire duration of the licence and the Software Maintenance Service, where applicable.

The Company shall be entitled to obtain the release of the source code and the related documentation upon the occurrence of any of the following events:

- i. the cessation, liquidation or insolvency of the Supplier;
- ii. the definitive discontinuation by the Supplier of its business activities relating to the Software;
- iii. the Supplier's failure to provide the Software Maintenance Services for a period exceeding 90 days, where such services have been purchased by the Company;
- iv. a material breach by the Supplier of its obligations relating to the maintenance and support of the Software, which has not been remedied within the period specified in the Agreement;

v. any other circumstance that reasonably renders it impossible or excessively difficult for the Company to continue using and maintaining the Software in accordance with the Agreement. Following release, the Company may use the source code exclusively for the purposes necessary to ensure the continuity of operations, maintenance, correction and further development of the Software, including through appointed third parties, subject to the Supplier's intellectual property rights.

13.8 the Supplier represents and warrants that:

- i. any use, as part of the development of the Software, of programs, components, libraries, modules, frameworks or other software elements owned by third parties, including open source software or free software, will be in full compliance with the relevant licenses and the intellectual property rights of the holders;
- ii. such uses shall not entail, now or in the future, any obligation on the part of the Company to (i) make available, disclose or distribute to third parties, in whole or in part, the source code of its products, solutions or the Software developed; (ii) grant to third parties licenses more extensive than those that the Company intends to grant to its customers; (iii) subject the Company's products or services to copyleft conditions or restrictions inconsistent with the Company's business model;
- iii. is the owner, or otherwise legitimate licensee, of all rights necessary to develop and/or license the Software, Results and Subsequent Developments in accordance with the provisions of this section 13;
- iv. the Software, Results and Subsequent Developments do not infringe any intellectual property rights, copyrights, patents, trademarks, trade secrets or other rights of any third party;
- v. any third-party and/or open source components are used in compliance with the relevant licenses, without determining further obligations on the part of the Company other than those expressly accepted in writing by the same;

13.9 the Software provided has been developed according to appropriate security standards and does not contain *malware*, *backdoors*, *trojans* or other malicious code capable of compromising the security, integrity or proper functioning of the Software and/or the systems of the Company. It Provider undertakes to indemnify and hold harmless the Company, its directors, employees and customers from any damages, costs, expenses, liabilities, claims, actions or demands (including reasonable attorneys' fees) made by any third party, including, but not limited to, the Company's customers, licensors and owners of the software, component programs or other materials that the Provider has used for the performance of the Contract, and arising, directly or indirectly, from or in connection with:

- i. alleged or actual infringement of intellectual property rights or licenses of third parties by the Supplier, its employees, contractors or subcontractors, or by the Software, the Results, the Subsequent Developments or the components of third parties and/or open source used by the Supplier in the performance of the Contract;
- ii. alleged or actual breach of any contractual obligation assumed by the Provider to any third party (including, without limitation, owners, licensors and suppliers of software, components, libraries, modules, frameworks or other materials used by the Provider for the performance of the Agreement), to the extent that such breach gives rise to or may result in any claim, demand, action, obligation or charge of any nature against the Company or its customers;

- iii. claims, demands, actions, obligations or charges of any nature against the Company or its customers, including – where applicable – claims based on alleged violations of open source licenses or requests to obtain from the Company the release of the source code of its products or the Software developed, or the subjection of such products to copyleft regimes or license terms inconsistent with this Agreement.
- 13.10** All the declarations, warranties, indemnification obligations and limitations referred to in Article 12 ("Intellectual Property Rights") and Article 16 ("Supplier's Warranties and Indemnities") of the Contract remain unaffected and fully apply to this Article 13, with particular reference to the guarantee of non-infringement of third parties' intellectual property rights, the freedom and lawfulness of use and trade of the software by the Company and its customers, as well as the Supplier's indemnification obligations in favor of the Company for any third-party claim related to the software developed pursuant to this article.
- 13.11** The Supplier shall provide the Company with software maintenance and support services ("**Software Maintenance Services**") only if, and to the extent that, such services are expressly included in the Subject of Supply and specified in the relevant Purchase Order. If purchased from Company, Software Maintenance Services shall include, at least: (i) the provision of all Updates pursuant to clause 13.12; and (ii) technical support for diagnosing and resolving errors in the Licensed Software. The specific scope, service levels, response times, and fees for such services will be detailed in the Purchase Order or a separate document. In the absence of a specific agreement for Software Maintenance Services in the Purchase Order, Vendor shall have no obligation to provide support, error correction, or service, nor shall Company be under any obligation to accept or pay for such services.
- 13.12** For the duration of the active Software Maintenance Service purchased pursuant to clause 13.11, Vendor will make available to Company any software updates, including patches, bug fixes, and security updates, that Vendor generally releases for the Software ("**Updates**").
- 13.13** The Supplier, if it uses *open source* software or *freeware* components for the purposes of this Agreement, undertakes to ensure the monitoring, management and timely resolution of security vulnerabilities and the application of the relevant patches, where available. To this end, the Supplier also undertakes to: (i) identify and monitor known vulnerabilities using appropriate tools and sources; (ii) apply the security updates and patches released without delay; (iii) adopt, in the absence of patches available or in the event of technical impossibility of direct intervention, mitigating measures suitable for reducing the risk. The Supplier also undertakes to actively collaborate with the Company, providing all the necessary information and carrying out the required activities, in order to prevent, manage and resolve vulnerabilities, including through corrective, replacement or evolutionary interventions on the Software and related components concerned. It is understood that the Supplier is responsible for adopting all technical and organisational measures reasonably necessary to ensure an adequate level of security of the components used.
- 13.14** If the Software is of the Commercial Off-the-Shelf ("**COTS**") type, where, by the express will of the Parties, the End-User License Agreement ("**EULA**") prepared by the Supplier to govern the use of the COTS Software provided to the Company is applied, even in partial derogation of the previous art. 1.5, the Supplier undertakes to inform the Company of the discrepancies between the terms of the EULA and those of these General Conditions.

14. SUPPLIER DECLARATIONS

14.1 The Supplier expressly warrants to the Company:

- i. that the Goods supplied comply with current legislation on product safety, in particular with the provisions of Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008 (CLP) and Legislative Decree 81/08.
- ii. compliance with laws on the treatment of employees, environmental protection and occupational health and safety, and undertakes to eliminate or at least minimize the negative effects of its activities on people and the environment. To this end, the Supplier will establish and continuously develop a quality management system based on the ISO 14001 standard, proportionate to its capabilities;
- iii. Respect for the principles of the UN initiative, in particular those relating to the protection of human rights at international level, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discriminatory criteria in the recruitment of staff, environmental responsibility and the prevention of corruption;
- iv. to treat with the utmost confidentiality all information, data and documents of the Company of which it becomes aware in execution of the Contract, using them exclusively for the contractual purposes and not disclosing them to third parties except within the limits strictly necessary and subject to the imposition of equivalent confidentiality obligations. Where the execution of the Contract involves the processing of personal data on behalf of the Company, the Parties will sign a separate deed of appointment as Data Processor pursuant to art. 28 GDPR, the provisions of which will prevail, in the event of conflict, over this article limited to the processing of personal data;
- v. to adopt and maintain, for the entire term of the Contract and until the return or destruction of the Company's information, appropriate technical and organizational measures – according to the state of the art, the nature of the Goods and/or Services and the related risks – to ensure the security, integrity, availability, authenticity and confidentiality of the networks, information systems, infrastructures, processes and information used or processed in the design, production, supply, installation, maintenance, assistance and support of the Goods and/or Services. [Such measures include, but are not limited to: information security and ICT risk management policies; access controls based on the principle of least privilege and multi-factor authentication; encryption of data in transit and at rest where appropriate; vulnerability management and patch management; segregation of environments; logging, monitoring and incident detection capabilities; backup, business *continuity and disaster recovery* procedures; staff training and awareness-raising; Secure software development lifecycle management (where applicable)].
- vi. to operate in compliance with all applicable legislation on cybersecurity, information security and personal data protection, including – where and to the extent that they are applicable due to the nature of the Supplier, the Goods and/or Services, the sector concerned and the contractual relationships in place with the Company – Regulation (EU) 2016/679 (GDPR) and Legislative Decree 196/2003 as amended, Directive (EU) 2022/2555 (NIS-2) and Legislative Decree 138/2024 implementing it, as well as any further provision of law, regulation or competent authority (including provisions, indications, guidelines of independent authorities such as AGDP, ACN, AGID) in force from time to time. The Supplier undertakes to continuously monitor the evolution of the applicable regulatory framework and to promptly adapt its measures.

- vii. if it uses subcontractors, sub-contractors, cloud providers or other third parties in the performance of the Contract, to (i) select such parties according to criteria that take into account their cyber risk profile, (ii) impose on them in writing security, confidentiality and data protection obligations no less stringent than those provided for in this Agreement, and (iii) answer for their actions as well as for their own.
- viii. to adopt appropriate procedures for detecting, managing and responding to security incidents and to notify the Company, without undue delay and in any case within 24 (twenty-four) hours of becoming aware of the relevant security, data *breach*, unauthorised access, cyber attack, significant unavailability or anomalous event concerning, directly or indirectly, the Goods and/or Services, the Supplier's systems used for their provision or the Company's information and data. The notification shall contain a description of the event, the categories and approximate volume of data and systems affected, the likely consequences, the measures adopted or proposed and any additional information necessary to enable the Company to comply with its legal obligations, including notification to the competent supervisory authority. The Supplier shall cooperate fully with the Company in the management of the incident, in the investigation activities, in any communications to the authorities and data subjects and in remediation activities.
- ix. promptly provide, at the explicit request of the Company – and in any case within [15 / 30] days – appropriate documentation certifying the adoption and effective implementation of the measures referred to in this article, including, where available, internal policies and procedures, certifications (es. ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, SOC 2), third-party audit reports, *vulnerability assessment* and *penetration test* results, evidence of staff training. The Company reserves the right to carry out, directly or through independent third parties bound by confidentiality, audits at the Supplier with written notice of not less than [10] working days and in such a way as not to jeopardize the Supplier's business continuity, without prejudice to urgent checks in the event of a security incident. [to adopt and maintain, for the entire duration of the Contract, adequate technical and organizational measures - in accordance with the state of the art and proportionate to the risks involved - to guarantee the security, integrity, availability, authenticity and confidentiality of the networks and information systems used for the design, production, supply, maintenance and support of the Goods and/or Services covered by the contract. These measures include, in particular, ICT risk analysis and management policies, access controls, vulnerability management, incident detection and management, backup procedures, business continuity, supply chain security and staff training. The Supplier guarantees to operate in compliance with applicable cybersecurity legislation, including – where and to the extent that it is applicable due to the nature of the Supplier, the Goods/Services and/or the sector concerned – Directive (EU) 2022/2555 (so-called NIS-2) and Legislative Decree 138/2024 implementing it and the measures adopted by the competent authorities, including the ACN and the Supplier undertakes to monitor the evolution of the applicable regulatory framework and to promptly adapt its measures. It is understood that this obligation operates only to the extent that these provisions are legally applicable to the Supplier and/or the activities covered by the Contract. Upon written request of the Company, and in any case within thirty (30) days, the Supplier will provide appropriate documentation attesting compliance with the obligations referred to in this article including, where available, internal policies and procedures, relevant certifications

(es. ISO/IEC 27001) and the results of audits or security tests conducted by independent parties.

15. LIMITATION OF LIABILITY

15.1 Each Party shall be liable to the other for damages resulting from non-performance or incorrect performance of contractual obligations, within the limits set out in this Article 15.

15.2 Without prejudice to the provisions of article 15.4 below, the Company's overall liability towards the Supplier, for any reason arising from the Contract, may not exceed, in aggregate, an amount equal to the total Consideration paid by the Company to the Supplier in execution of the Contract, in any case excluding liability for indirect, consequential, reputational, loss of profit or loss of earnings damage, except in the case of wilful misconduct or gross negligence and for damages suffered by third parties in relation to the Goods and/or Services provided by the Supplier, except in the case where such damages are directly and exclusively attributable to wilful misconduct or gross negligence on the part of the Company.

15.3 Without prejudice to the provisions of Articles 15.4 and 15.5, the Supplier's aggregate liability towards the Company, for any reason arising from the Contract, may not exceed, in aggregate, an amount equal to two (2) times the total Consideration due by the Company to the Supplier in execution of the Contract, it being understood that, for direct damages deriving only from defects, defects or non-conformities of the Goods and/or Services that result in the downtime of plants, systems or works of the Company or its customers, such limit may not be less than the amount of the Consideration itself.

15.3-bis In any case, the Supplier's liability will be proportionally reduced to the extent that the damage derives, in whole or in part:

- i. the failure of the Company or its assigns to comply with the instructions for the installation, use, integration and maintenance of the Goods and/or Services provided by the Supplier;
- ii. modifications, interventions, repairs or additions to the Goods and/or the results of the Services carried out by the Company or by third parties appointed by it without the prior written authorisation of the Supplier;
- iii. incomplete, inaccurate or misleading information, technical specifications or data provided by the Company.

In such cases, any compensation due by the Supplier will be reduced in proportion to the degree of liability attributable to the Company or to the third parties it uses.

15.4 All limits of liability provided for in this article do not apply:

- i. personal injury;
- ii. cases of wilful misconduct or gross negligence on the part of the Responsible Party;
- iii. violations of obligations deriving from mandatory regulations on safety, health, the environment, personal data protection, Legislative Decree 231/2001, international sanctions and export control;
- iv. to the cases of indemnity expressly provided for by the Contract against claims by third parties, to the extent that the related liability is not reasonably insurable.

15.5 The limits of liability set forth in Section 15.3 shall not apply to breaches of the obligations set forth in Section 7, 12, 13, 14, 17, 18 of this Agreement.

15.6 If the Contract provides for penalties to be paid by the Supplier, the amount of the same will constitute a conventional liquidation of the typical damage deriving from the breach or delay to

which the penalty refers and will be due from the sole occurrence of the contractually provided event, regardless of the proof of damage, always without prejudice to the Company's right to request compensation for any greater damage not covered by the penalty, which must be demonstrated by the Company itself.

- 15.7** Supplier acknowledges and agrees that the limitations and exclusions of liability and exclusive remedies set forth in this Section 15, taken together and together with the warranty and indemnification obligations set forth in Section 16, are fair and reasonable in view of the overall allocation of risks and the Price agreed upon by the Parties, and that such limitations and exclusions constitute an essential basis of the agreement between the Parties.

16. SUPPLIER'S WARRANTIES AND INDEMNITIES

- 16.1** In addition to and without prejudice to any mandatory legal guarantee applicable to the supply of the Goods and/or Services (including, where the relevant conditions are met, the guarantees provided for by the Civil Code and by the special legislation on the sale of goods), the Supplier expressly guarantees that the Goods and/or Services:

- i. are suitable for the specific purposes and use for which they were purchased and communicated to the Supplier by the Company;
- ii. are fully compliant, in terms of quantity, quality, performance, functional and technical characteristics, with the specifications contained in the Purchase Order and in the Technical Annexes;
- iii. comply with all applicable applicable legislation in force (national, EU and, if relevant, international), as well as with generally recognised technical standards, practices and procedures in the relevant sector;
- iv. they are made and/or performed in a workmanlike manner, free of defects, defects, deficiencies of promised and/or essential quality, and are not encumbered by the rights, claims or claims of third parties (including, by way of example, industrial and intellectual property rights, privileges, pledges or other constraints);
- v. comply with all safety, health, environmental and markings/approvals applicable in the countries of destination indicated by the Company.

- 16.2** Except for longer terms provided for by the applicable mandatory law or by specific provisions of the Purchase Order, the Supplier's contractual warranty has a duration of not less than 24 (twenty-four) months from the date of delivery of the Goods and/or from the acceptance of the related Services by the Company, it being understood that:

- i. for Goods incorporated into plants, systems or works supplied by the Company to third parties, the warranty may not in any case terminate before the warranty term that the Company has assumed with respect to its customers, if communicated to the Supplier and reasonably accepted by the latter at the time of the Purchase Order;
- ii. any replacement, repair or repetition of the Goods or Service triggers a new warranty period of the same duration with reference to the replaced, repaired or repeated good/service.

- 16.3** Without prejudice to the provisions of mandatory law, the deadline for reporting defects, defects or non-conformities of the Goods and/or Services to the Supplier is 60 (sixty) days from their discovery by the Company or its assigns, even if such discovery occurs after the delivery of the Goods or the performance of the Services or their acceptance. The report may be made by any means suitable to provide proof of communication.

16.4 In the event of a breach of the warranties set forth in this Section 16, and in addition to any other remedies provided by law or the Agreement, the Company shall be entitled to claim, in its sole discretion and without additional charge:

- i. the repair of non-conforming or defective Goods; and/or
- ii. the replacement of non-conforming or defective Goods with new and conforming Goods; and/or
- iii. the repetition or correction of non-compliant Services.

All repair, replacement or repetition activities must be carried out by the Supplier as soon as technically possible and, in any case, within 60 (sixty) days of the Company's request, except for shorter terms in case of urgency adequately justified by the Company.

16.4bis Except in cases of urgency or repeated non-compliance, the Company may exercise the remedies referred to in articles 16.7, letters i), ii) and iii), only after having granted the Supplier, by written notice containing a specific description of the defects or discrepancies found, a period of not less than 30 (thirty) days to remedy them pursuant to this article. If this term has expired in vain, the Company may exercise the aforementioned remedies, in an amount proportionate to the seriousness and extent of the non-compliance.

16.4ter If the defects or discrepancies do not substantially affect the functionality of the Goods and/or Services with respect to the contractual purpose, the Parties may agree, as an alternative to repair or replacement, on a fair reduction of the Consideration by way of price adjustment, which the Supplier will pay to the Company within the term that will be agreed in writing between the Parties from time to time.

16.5 If the Supplier does not initiate or complete the necessary interventions in a timely manner, or in all cases of urgency or to avoid or contain damage to the Company or third parties, the Company shall be entitled, upon simple notice to the Supplier (including by email), to provide directly or through third parties of its trust for the repair, replacement or correction of the Goods and/or Services, with the Supplier being charged for all related costs and expenses reasonably incurred and documented (including, by way of example, costs of plant downtime, transport, disassembly, reassembly, testing).

16.6 The Supplier undertakes to indemnify and hold fully harmless the Company, its subsidiaries, parent companies or affiliates, as well as their respective directors, employees and collaborators, from and against any damage, loss, cost, charge, sanction, liability, request, action or claim, including out-of-court nature, made by third parties, which derives from or is in any way connected, directly or indirectly, to the Goods and/or Services supplied, their defects, defects or non-conformities, their use or their integration into the Company's products, plants or systems, or from any breach by the Supplier of the warranties and obligations provided for in this Contract and in the applicable legislation, to the extent that such claims are not attributable to wilful misconduct or gross negligence on the part of the Company or third parties independent of the Supplier.

In such cases, the Supplier, at the simple written request of the Company, will assume at its own expense the management and defense of any dispute, procedure, action or claim brought by third parties, without prejudice to the Company's right to intervene and appoint its own trusted defenders, with costs in any case borne by the Supplier, as well as the Company's right to compensation for any further damage suffered.

16.6bis The Supplier's indemnification obligation referred to in this article operates exclusively in relation to claims by third parties directly attributable to defects, defects or non-conformities of the Goods and/or Services, or to breaches attributable to the Supplier of the obligations assumed under the

Contract. This obligation will not apply, in whole or in part, to the extent that the claims of third parties derive from:

- i. use of the Goods and/or Services not in accordance with the technical documentation or instructions provided by the Supplier;
- ii. integration of the Goods and/or Services with products, software or components not supplied or expressly approved in writing by the Supplier;
- iii. modifications, interventions or repairs carried out on the basis of the Goods and/or the results of the Services by the Company or by third parties appointed by it without the prior written authorisation of the Supplier;
- iv. failure or delay in the Company's compliance with the obligations of information, cooperation and mitigation of damage reasonably required by the Supplier.

The Company shall notify the Supplier in writing, without undue delay and in any case no later than 15 (fifteen) days from receipt, of any warning, act or claim by third parties that may give rise to indemnification obligations pursuant to this article, providing all available information and allowing the Supplier to take over the management of the dispute, including in court. Failure to comply with these information and cooperation obligations will result in the reduction of the right to indemnity to the extent of the damage actually caused to the Supplier.

16.7 In the event of defects, defects or non-conformities of the Goods and/or Services, which the Supplier has not completely eliminated within the term indicated in Art. 16.4, the Company shall have the right to:

- i. terminate the Contract, in whole or in part, for serious breach by the Supplier, by simple written notice; and/or
- ii. refuse to pay, in whole or in part, the price for the defective or non-conforming Goods and/or Services in an amount proportionate to the severity and extent of the defects found; and/or
- iii. demand the return of any amount already paid in relation to the defective or non-conforming Goods and/or Services, without prejudice to the right to compensation for damages.

16.8 All expenses and costs related to the fulfilment of the warranty and indemnification obligations provided for in this Article 16 shall be borne in full by the Supplier, including, but not limited to, the costs of transport, packaging, insurance, disassembly, reassembly, testing, internal and external labour, legal and technical advice, as well as any ancillary charges that may be necessary to remove the defect, restore the conformity of the Goods and/or Services or settle the claims of third parties, without prejudice to the provisions of Article 15 on the subject of overall limits of liability and provided that such costs are reasonable and documented.

16.9 No information, representation, recommendation, advice, technical assistance or service of any nature, whether oral or written, provided by the Company or any of its representatives in connection with the use, installation, integration, operation or maintenance of the Supply Item, shall create any warranty, representation or obligation of the Company or in any way increase or extend the scope of the Company's obligations or liability as expressly set forth in the Agreement. Any information, representation, recommendation, advice, technical assistance or service shall be deemed to be provided "as is" and without any additional liability of the Company.

16.10 The provisions of this Article 16 do not in any case imply waiver, limitation or exclusion of the mandatory legal guarantees provided for by the applicable legislation on the sale of goods and the provision of services. In the event of conflict between a provision of this article and a mandatory provision of law, the legal provision shall prevail, without prejudice to the remaining provisions most favourable to the Company.

17. COMPLIANCE WITH SANCTIONS AND EXPORT CONTROLS

- 17.1** Notwithstanding any other provision of this Agreement, the Company shall not be obligated to perform any of its obligations under this Agreement if such performance is prevented, restricted, or prohibited by any applicable economic, financial, or trade sanctions, export control laws, embargoes, or other restrictive measures imposed by the European Union, Italy, or any other governmental entity or authority to which the Company is subject (collectively, the "**Sanctions Rules**").
- 17.2** The performance of this Agreement by the Company is strictly subject to the provision by the Supplier, at the request of the Company, of all information, documentation and end-user commitments necessary to verify compliance with all applicable Sanctions Rules.
- 17.3** If, at any time, the Company determines, in its reasonable discretion, that the performance of this Agreement may violate or expose the Company to the risk of violating any Sanctions Rules, the Company shall have the right to suspend its performance or terminate this Agreement with immediate effect by written notice to the Supplier, without incurring any liability for damages, penalties or any other claim of any nature.
- 17.4** The Supplier represents and warrants that neither it, nor any of its directors, directors, ultimate beneficial owners or any party involved in the transaction (including the end user) is a sanctioned person, meaning any person, entity or body included in any sanctions list maintained by the authorities mentioned in clause 17.1, or any person, entity or body owned or controlled by, or acting on behalf of, such listed person. The Supplier shall immediately notify the Company in writing if it becomes aware of any change in such status.

18. ORGANISATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE NO. 231/2001, CODE OF ETHICS, DISCIPLINARY SYSTEM AND INDEMNITY

- 18.1** Since the Company is already adopting and/or may adopt, at its sole discretion, an organizational, management and control model pursuant to Legislative Decree no. 231/2001 and/or a code of ethics and/or a disciplinary system, the Supplier, hereby, declares that:
- i. has examined and accepts in all its parts the organisational, management and control model pursuant to Legislative Decree no. 231/2001, and/or the code of ethics and/or the disciplinary system adopted by the Company and made available to the Supplier on the Company's website and/or also by e-mail;
 - ii. adheres to and accepts in all their parts the principles of the aforementioned organisational, management and control model as well as its annexes, and the Supplier undertakes to comply (also through its operators) with its contents, principles, procedures and, in general, to refrain from any conduct suitable for integrating the offences indicated in Legislative Decree no. 231/2001 and subsequent amendments and additions, as listed in the aforementioned model;
 - iii. will comply (also through its operators) with all the principles contained in the aforementioned documentation and the behavioural protocols established by the Company pursuant to Legislative Decree no. 231/2001. It should be noted that the violation of the rules established in the aforementioned documents constitutes a substantial breach of the contract by the Supplier;
 - iv. will allow audits to be carried out by the company's supervisory body pursuant to art. 6 of Legislative Decree no. 231/2001, with at least 3 (three) "working" days of notice from the

latter. It should be noted that the company's audits will comply with both labour legislation and personal data protection legislation;

- v. accepts that the audits referred to in letter iv) above may be carried out by the Company either through its own operators and/or employees and/or corporate functions and/or third-party "specialists" appointed by the Company itself;
- vi. will indemnify and hold the Company harmless from any sanction and/or damage and/or penalty that may arise for the company as a consequence (direct and/or indirect) of the violation of the aforementioned documents by the Supplier and/or its operators.

18.2 If the Supplier (and/or its operators) violates even one of the precepts and/or principles and/or prohibitions and/or obligations set out in point 18.1 above, as well as in the event of the commission by the Supplier (and/or its operators) of the offences provided for by Legislative Decree no. 231/2001, the Company (without prejudice to the right to claim compensation for any damage suffered and/or to be suffered) may terminate this Contract at any time with immediate effect, due to the fact and fault of the Supplier.

18.3 The Supplier undertakes to report (with immediate effect) to the Company's supervisory body any fact and/or cause from which the violation of the principles contained in all the aforementioned documents derives (directly and/or indirectly), in the manner indicated in the aforementioned documents and related annexes, under penalty, in the event of failure to report and/or communicate by the Supplier, of the termination of this contract due to the fact and fault of the Supplier.

19. COMMUNICATION

19.1 All Contract-related communications sent by Company to Supplier will be transmitted to the email address indicated by Supplier in the Purchase Order. Company shall not be held liable for Supplier's failure to properly maintain or monitor its designated email account. Company's contact email address is: drass.procurement@drass.tech

19.2 The Company reserves the right to change its contact e-mail address by giving prior notice to the Supplier.

20. PROHIBITION OF ASSIGNMENT OF THE CONTRACT

20.1 The Supplier shall not assign this Agreement to any third party without the prior written consent of the Company. Any breach of the foregoing provision shall entitle the Company to terminate the Agreement in accordance with Article 10.

21. APPLICABLE LAW AND JURISDICTION

21.1 These General terms and conditions are governed by and interpreted in accordance with the laws of England and Wales, excluding any conflicts of law principles that would direct the substantive law of another jurisdiction to apply.

21.2 Amicable settlement of disputes is in the Parties' mutual best interests. Each Party agrees to promptly notify the other of any dispute arising under the Order and to engage in good faith consultation between BUYER's and SUPPLIER's General Managers to expeditiously resolve such dispute, in particular to safeguard the delivery to BUYER's needs.

21.3 If the Parties fail to resolve the dispute via escalation within 60 Days from submission to the respective General Managers, the dispute may be referred to, and finally resolved by arbitration

under the Procedures of the London Maritime Arbitrators Associations (LMAA) available at the time when the arbitration proceedings are commenced by one arbitrator appointed in accordance with said Rules. Governing law being the English Law. The seat and the venue of the Arbitration will be London and the language will be the English language.

22. PROTECTION OF PERSONAL DATA

22.1 In accordance with the provisions of Regulation (EU) 2016/679 (hereinafter also "**GDPR**"), all personal data exchanged between the Parties during the execution of the Contract will be processed by each Party exclusively for its execution, as well as to comply with any legal obligations, EU regulations and/or requests from the Data Protection Authority, and will be processed, manually and/or with automated tools, according to principles of lawfulness and fairness and in such a way as to protect confidentiality and recognized rights, in compliance with adequate security and protection measures for sensitive data or data relating to the state of health, as required by the Privacy Code and the GDPR.

23. FINAL PROVISIONS

- 23.1** If, at any time and for any reason, any provision of the Agreement is or becomes unlawful, void or invalid, such invalidity shall not affect the remainder of the Agreement.
- 23.2** Supplier expressly agrees that it may not raise or enforce any objection until it has first fulfilled its obligations under this Agreement.
- 23.3** This Agreement, in its current form, supersedes and supersedes any and all prior agreements or understandings between the Company and the Supplier.
- 23.4** In the event of any modification or update to the Purchase Agreement, the Supplier will be required to expressly accept such changes. The Company reserves the right, at any time and in its sole discretion, to modify this Purchase Agreement. The changes will take effect for new Purchase Orders issued after they have been communicated to the Supplier and will be binding on the latter only upon express written acceptance.
- 23.5** For the performance of this Agreement, the Company may assign to any third party any of its rights or obligations under the Agreement.