

GENERAL CONDITIONS OF PURCHASE

1. VALIDITY AND EFFECTIVENESS

These "General Conditions of Purchase" (hereinafter "General Conditions") are an integral part of any Purchase Order (hereinafter "Order") concluded with the supplier of goods or services (hereinafter, "Supplier") intended for Insis spa, or a company controlled by the same pursuant to and for the purposes of art. 2359 of the cod. civ. (hereinafter "the Buyer"), without the need for further consent and are considered valid, effective and operating unless otherwise provided in the Order itself. This provision is an essential condition for the provision of the Buyer's consent. The General Conditions are considered accepted with the signing at the bottom of the same by the Supplier, who also renounces to make use of any of its own general conditions of sale, or documents of similar or similar content.

The Supplier must conduct negotiations exclusively with Insis spa's Purchasing Department, or with the Purchasing Manager of the subsidiary of Insis spa who has been expressly authorized by the latter from time to time. Any negotiations undertaken by the Supplier with parties other than the Buyer's Purchasing functions specified above will be unenforceable against the Buyer and any charges will be the sole responsibility of the Supplier.

2. CONCLUSION OF THE CONTRACT

The Order constitutes the manifestation of the will to contract and, as such, the only document legally binding for the Buyer, in addition to the General conditions; Consequently, the Order, in case of contradiction with what is reported in these General Conditions, prevails on any technical document attached to it and cancels and replaces any document having the same object, previously intervened between the Supplier and the Purchaser himself.

The contract is concluded upon receipt by the Buyer of the Order confirmation (of hereinafter, "Order Confirmation") signed for acceptance by the Supplier without changes or reservations, or, where within 10 (ten) days from the date of issue of the Order, as resulting from the same, the Supplier will start the execution.

If, however, within the same term from the date of issue of the Order, such acceptance is not once received by the Buyer, nor has the Supplier begun its execution, the Buyer will have the right to consider the contract not concluded. Any differences or changes reported in the Order Confirmation compared to what is contained in the Order will not be considered valid and effective unless they have been expressly approved in writing by the Buyer. The latter reserves the right to modify his Order or to revoke it before receiving the Order Confirmation sent by the Supplier or if not the execution of the contract has begun. Any additional charges arising to the Supplier as a result of such changes will be refunded only if documented and expressly approved by the Buyer.

3. CONTRACT AND CREDIT INCEDIBILITY

The contract of which the Order is an integral part is not transferable. Receivables arising from the Supplier in execution of the contract cannot be transferred to third parties, not even in the form of a mandate for collection or other forms of delegation, unless expressly authorized by the Buyer.

4. EXECUTION AND TERMS OF DELIVERY

The Supplier guarantees that the goods object of the supply and / or the activities to be carried out are fully responsible the characteristics and specifications, including functional ones, requested by the Buyer and resulting from the Order or, separately, in the special specifications or in the technical specifications (attached to the Order as part integral and substantial), which the Supplier declares to accept without reservation. In any case the goods supplied and / or activities must be performed in a workmanlike manner

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and comply with current provisions of the law and regulation, with specific reference to Legislative Decree 151 of 25 July 2005 relating to the reduction of the use of hazardous substances in electrical and electronic equipment as well as waste disposal, as well that comply with the standardization regulations in force or that will be in force, for the specification supply and / or activity, at the time of the execution of the service by the Supplier. The Buyer yes reserves the right a) to request the Supplier, in relation to the nature / quality of the goods supplied, the production of technical / professional certificates certifying the suitability or qualification of the Supplier itself and / or b) of proceed at any time to check the technical, qualitative and quantitative characteristics of the supply indicated in the Order both at the Supplies and at the Buyer himself; such inspection does not raise the Supplier from its obligations and responsibilities. All terms agreed with the Order are intended binding for the Supplier and where the Order provides for the delivery of goods or the execution of services within a mandatory date, the same must be considered an essential term pursuant to and for the purposes of which in art. 1457 of the Civil Code; consequently, in the event of delayed, partial or non-compliant execution of the provisions of the Order will be the right of the Purchaser, upon simple written communication, without prejudice to only in case of force majeure and / or the provisions of art. 13 of these General Conditions, consider resolved by law the contract to the detriment of the Supplier, since late, partial or non-compliant execution on the expiry date of the essential term is considered useless or detrimental to its interests; In this case, the Purchaser will return the goods to the Supplier, at the latter's expense and risk possibly received after the agreed terms. In any case (even in the hypothesis in which the Buyer does not intend to make use of the right to terminate the contract), the Buyer's right to obtain compensation for all damages arising from breach of contract. When a given date, the supply covered by the Order cannot take place before that date, unless this is not the case expressly provided by the Buyer. If no deadline is set in the Order, the Buyer has the right to demand delivery immediately.

5. SHIPPING AND DELIVERY OF GOODS - PLACE OF PERFORMANCE OF THE SERVICE Unless otherwise indicated in the Order, the supply of goods is intended to be delivered at the registered office of the Buyer - free at destination and at the risk and expense of the Supplier - and must be sent in a single lot, so that the goods do not suffer any damage. In the case of supply of services, the same will be returned on time, in the manner and in the places indicated in the Order. If these instructions are not contained in the Order header or had not already been communicated to the Supplier before the conclusion of the negotiation, the latter must request them upon receipt of the Order, so that the Order Confirmation bears the exact indication of the place where the activities must be performed by the Supplier. The goods must, in each case, be accompanied by a Transport Document (DDT), drawn up in accordance with current legislation, on which the details of the Order must be clearly indicated, position by position, the analytical indication of the content of the individual packages, specifying whether the shipment covered by the specific DDT constitutes total or partial execution of the Order itself. The same analytical indications must be reported on the delivery note concerning the single shipment. The Purchaser will be entitled to reject, a expenses of the Supplier and in accordance with the procedures set out in the following art. 7), returning it to the carrier or to the appointed carrier, packages and packaging received with missing, incorrect, incomplete or clearly data damaged.

6. RECEIPT OF THE GOODS

All goods supplied are received in the warehouses indicated by the Buyer - without any commitment and / or responsibility of the latter by way of storage and / or custody - with the formula "pending goods" until the qualitative and quantitative control is carried out, upon which the supply is positive will be considered accepted by the Purchaser, with the simultaneous transfer of ownership and the related risk. There delivery of the supply must be certified by the Purchaser's staff with the appropriate powers.

If the Order provides for the application of this art. 6, the Supplier will also be required to comply with what follows.

Together with the goods delivered in accordance with the Order, the following documents must be attached to the same package that contains it:

- technical diagrams;

- installation instructions;
- instructions for testing;
- operator manual;
- testing and certification documents.

The aforementioned documentation must be drawn up in Italian and, where required in the Order, also in English or another language indicated therein. Any charges, costs and damage - even for operational delays that may derive from the Buyer - resulting from failure simultaneous delivery of such documentation, and if this was not written in Italian or in the different indicated in the Order, or was incomplete, or illegible, will be charged to the Supplier.

7. REPORTING OF DEFECTS AND RETURN OF GOODS

Notwithstanding the different term established by art. 1495 cod. civ. in the matter of buying and selling goods and / or from the provisions of art. 1667 cod. civ. in the field of service contracts, the Purchaser may report defects and defects in the supply within 90 (ninety) days from the relevant testing and / or acceptance by the party of the Buyer himself. The supply that is, in whole or in part, defective, incomplete or non-compliant, it will be set aside with the Buyer and will remain available for subsequent verification with the Supplier. The Buyer has the right to refuse a partial supply, even if the performance is divisible, unless has been established otherwise in the Order. The supply found as non-compliant by the Buyer a following the aforementioned verification must be withdrawn at the sole care and expense of the Supplier. None responsibility will derive from the Purchaser for any risks, damages, breakages, failures, fires, deficiencies or subtraction once the inspection date has elapsed without the Supplier having collected the goods. It will be the Buyer's right, at its sole discretion, to obtain the replacement of the returned goods, or to consider the Order ineffective limited to services that do not comply with what has been agreed. Both the return of the goods and any replacement will take place at the expense and risk of the Supplier. The non-compliant supplies and / or in any case not meeting any of the requirements set out in art. 4) or that have flaws or defects, even if not necessarily functional, that make them unsuitable for their intended use, must be made compliant with the contractually agreed upon care and expense of the Supplier - held the guarantees referred to in Articles 1490 and following cod. civ. or, in the case of provision of services, in Articles 1667 et seq. cod. civ. - within the term to be set by the Buyer. In any case, the right remains unaffected of the latter to compensation for damages that the non-fulfillment or partial non-compliant fulfillment of the Supplier will have determined.

8. MATERIAL AND INTELLECTUAL PROPERTY PROTECTION

The drawings, gauges, molds, models and specifications made by the Buyer or by third parties appointed by them, pieces- sample and any software elements delivered to the Supplier for the execution of the contract remain property of the Buyer and must be returned when the work is completed, in good condition. They they can only be used for the work for which they are intended and only for the supplies requested by the Buyer; moreover, they cannot be disclosed and duplicated. The Buyer will charge the Supplier the costs incurred for replacements and repairs, in addition to any claims for damages. The Supplier guarantees that the goods and / or services to be supplied do not infringe patents, licenses or third party property rights, as well as the freedom or lawfulness of use and trade both in Italy and abroad, thus assuming all responsibilities and charges dependent on claims relating to the obligations referred to above, including any defense, at its own expense, of the Purchaser in the event that this is the case made by third parties any claim, whether judicial or not, and with indemnity from any burden and responsibility deriving from the same. The Buyer reserves the right to take any action in this regard.

9. RISERVATEZZA

Le Parti s'impegnano a mantenere il massimo riserbo sulle informazioni confidenziali (quali, in via meramente esemplificativa e non limitativa, disegni, prospetti, documentazione, formule e corrispondenza) di carattere tecnico e/o commerciale di cui possano entrare a conoscenza durante l'esecuzione di ciascun rapporto di fornitura disciplinato dalle presenti condizioni. In particolare, il Fornitore s'impegna, direttamente o indirettamente attraverso propri dipendenti e/o collaboratori od

eventuali terzi di cui dovesse avvalersi in tale occasione, previa autorizzazione dell'Acquirente, ove occorra anche ai sensi e per gli effetti di cui all'art. 1381 cod. civ., per tutta la durata del relativo rapporto di fornitura ed anche successivamente alla sua cessazione (a qualsiasi causa sia essa dovuta): (i) a non diffondere, comunicare o comunque divulgare le informazioni di cui l'Acquirente lo metta al corrente, salva autorizzazione scritta da parte dell'Acquirente, e comunque (ii) ad utilizzare tali informazioni esclusivamente nei limiti in cui ciò sia strettamente necessario per l'esatta esecuzione del contratto di fornitura.

La riscontrata violazione di tale impegno consentirà all'Acquirente di inibire con effetto immediato l'accesso alle proprie sedi del personale del Fornitore e di avvalersi dei rimedi previsti all'art. 15 che segue, fatto salvo in ogni caso il risarcimento dei danni da ciò eventualmente derivanti.

Il Fornitore riconosce, in ogni caso, la piena proprietà intellettuale dell'Acquirente in relazione alle informazioni tecniche e/o commerciali e a tutta la documentazione che l'Acquirente gli abbia trasmesso o gli trasmetta ai fini dell'esecuzione di ciascun rapporto di fornitura disciplinato dalle presenti Condizioni. Tale rapporto di fornitura, infatti, non vale a far sorgere in capo al Fornitore alcun diritto di proprietà intellettuale, né alcuna licenza al relativo utilizzo, sulle suddette informazioni/documentazione, se non nella misura strettamente necessaria per l'esecuzione delle forniture. Alla luce di quanto sopra, esso s'impegna, in seguito alla cessazione del suddetto rapporto (a qualsiasi causa sia essa dovuta) (i) a restituire immediatamente all'Acquirente la suddetta documentazione tecnica e (ii) a non rivelare a terzi tali informazioni, finché queste ultime non divengano di dominio pubblico per cause non attribuibili al Fornitore.

10. PRICES

The prices posted in the Order are intended to be fixed, invariable and all-inclusive in the currency indicated therein, to which only VAT will be added, where applicable. The same will not be subject to any variation, and this essential condition (to be considered also in express derogation from the provisions contained in articles 1467 and 1664, of the Italian civil code) the Supplier has taken exact account in carrying out and concluding the negotiation. Price variability is allowed only if specifically provided for, in writing, and depending on the duration of the relationship, at the time of issuing the Order.

11. INVOICES

Invoices must be sent to the recipient indicated on the Order and must be complete with the data referred to in the previous art. 5. The invoice must always indicate, as a condition of admissibility of the same:

- Supplier code;
- number and date of the Order;
- position number;
- in the absence of the position number, the order or cost class must be indicated.

These data are specifically indicated in the Order certificate. Invoices must be issued in compliance with the provisions of the law (and in particular with Presidential Decree 26-10-72 no. 633 "Establishment and discipline of value added tax" and subsequent additions and amendments); any consequences relating to non-compliance with these provisions will be the sole responsibility of the Supplier. Any clause, specification or declaration entered unilaterally by the Supplier on the invoice will be considered as not affixed, unless otherwise agreed resulting from agreements resulting in writing. Your company is obliged to indicate the purchase order number of INSIS s.p.a. on the invoice and the number of CIG and / or CUP, where applicable, if indicated in this purchase order. We inform you that according to the law 13 August 2010, n. 136 we are obliged to request communication regarding the traceability of financial flows.

12. PAYMENTS

Payment is subject to the unconditional acceptance of the supply by the Purchaser according to the terms and conditions contained in the Order. The methods and terms of payment are those indicated in the Order header. Payments will be made only after sending a regular invoice drawn up according to the provisions contained in the previous art. 11), and this also applies if any advance payments or

advances are envisaged. If direct remittance has been envisaged, payment will be made during the first or second fortnight of the month following the expiration date of the individual invoice, depending on whether the latter expires during the first or second fortnight of the month. The Supplier will issue, at its own expense, a release receipt for the payments received. In case of default by the Supplier, which the Buyer must contest in writing - even by means of fax - within the term indicated in the previous art. 7, the latter will have the right to suspend payments of how much had in the meantime accrued in favor of the Supplier for services previously rendered, even if not related to the related Order, as long as the situation of exact fulfillment has not been reconstituted if it refers to the correct execution of the supply, as much as it refers to the reimbursement of any damages determined by the defaulting behavior of the Supplier following termination of the contract.

13. PENALTIES

In the event of any delays in the delivery of the supply, where the Purchaser does not intend to exercise the right to terminate the contract if the hypothesis referred to in art. 4) of these General Conditions, a penalty will be owed by the Supplier, chargeable without the need for any proof of the damages suffered by the Buyer, equal to 1% (one percent) of the value of the delivered goods referred to in the Order for each day of delay or fraction thereof, up to a maximum of 10% (ten percent), under penalty of termination. Without prejudice to and without prejudice to the right to greater damage.

14. WARRANTY

The Supplier expressly guarantees the absence of flaws and defects in the supply, as well as the proper functioning and immediate usability of the goods and services rendered to the Buyer. Consequently, the Supplier is obliged, from the day of testing and / or acceptance of the supply from part of the Buyer, as required by the previous art. 7 and for the duration of twelve months (but in any case not more than eighteen months from commissioning) unless otherwise specified in the Order, of take charge of the activities necessary to eliminate the defects and faults found at their own expense, where necessary also by replacing the supply with another compliant with that provided for in the Order. In the case of activation of the guarantee, if the Supplier is unable to remedy the defects and faults reported by the Purchaser within the term normally required by the uses or in the different term indicated by the Buyer, the latter may perform it directly, or have it performed by third parties, subject to authorization by the Buyer, the necessary interventions, charging the Supplier for the related costs, expenses and damages. Stay without prejudice to the right of the Purchaser to invoke the actions referred to in art. 1492 cod. civ .. On the parts subject to intervention under guarantee, the aforementioned guarantee will begin to run again.

15. WITHDRAWAL AND RESOLUTION

The Buyer will have the right to withdraw from the contract at any time and the withdrawal will be effective as soon as it is communicated to the Supplier. The responsibility of the Buyer will in any case be limited to the payment of the price of the goods and / or services received, while for those still not returned as of that date, the Buyer will pay compensation, which takes into account the effective commitment of the Supplier. , according to the same criteria set forth in art. 1671 cod. civ .. This clause is considered by the Supplier essential for the purpose of signing the contract. The Buyer will have the right to terminate the contract if the hypotheses referred to in Articles 4, 13, 15 and 18 of these General Conditions. In the event of termination due to serious breach by the Supplier, the Purchaser will not be required to make any payment and will have the right to return the delivered supply as well as the right to obtain repetition of the price paid, without prejudice to compensation for damage.

16. FORCE MAJEURE

Neither party will be held responsible for delays and / or failures caused by the occurrence of events force majeure provided that it gives the other party timely written notice of the occurrence of such circumstance.

17. APPLICABLE LAW – DISPUTES

Italian law will apply to all Orders, expressly acknowledging that the Supplier renounces any applicable conflict of law by then. Any dispute relating to all contracts between the Customer and the Supplier,

including, by way of example but not limited to the interpretation, execution, termination, validity and / or effectiveness, and with the sole exception represented by what may be otherwise specified in the Order , will be devolved to the exclusive jurisdiction of the Court of La Spezia, expressly acknowledging that the Supplier renounces now for then any conflict of jurisdiction that may be applicable.

18. SAFETY AT WORK - REGULATION 231/2001 18.1

If the Order also provides for labor services for the execution of activities including laying or installation, the Supplier declares to know - and undertakes to strictly comply with it. All the provisions in force on accident prevention and safety and hygiene at work, and undertakes, consequently, to designate a manager of the production unit in which the work will be carried out - by giving written notice to the Purchaser who, at any time, will have the full right to request immediate replacement - who will have to execute the obligations related to the aforementioned obligations, and must consequently be equipped with the indispensable powers and faculties to implement any prescription in force , or that it may be during the course of the relationship, also with reference to the preparation of the safety plan to be sent to the Buyer's site managers, for the verification of compatibility and for any coordination of the same with that in force in the specific site, before starting any operational activity. The Supplier must also comply, in the aforementioned matter, with the provisions of law or regulations that may be promulgated during the course of the relationship, and confirms that he accepts without reservation the essential condition governed by this paragraph which must also be understood as being extended to strict compliance with part of the Supplier itself of the provisions in force on the subject of economic, regulatory, insurance and social security treatment of workers, both as regards the application of the CCNL in force and which may be so during the course of the relationship and any local or supplementary ones that may apply for the sector to which the Supplier's workers belong. The Purchaser, for the responsibilities incumbent on it in the specific matter, reserves the right to ask the Supplier for documentary proof of the fulfillment of the aforementioned obligations essential, subordinating to the aforementioned positive verification the crediting of the consideration, whether it was agreed for periodic progress reports, whether it must be carried out in a single solution.

To this end, the Supplier declares that:

your INPS position is no. of the headquarters of

b) its INAIL position is no. of the headquarters of

The Supplier undertakes to guarantee and indemnify the Buyer from any consequences even in a harmful hypothesis that should derive from the Purchaser himself, his employees, his Client, and the bodies o representatives of this, to companies present on site, to their employees or auxiliaries or to third parties in general, as a result or as a consequence, even if not immediate, of the activities that the Supplier or owns employees, auxiliaries or employees, including Suppliers, will be put in place for the execution of the services subject of the Order. To this end, where required, the Supplier undertakes to take out a suitable RCT policy, as a further guarantee, for a maximum amount established from time to time in the Order itself, by giving written confirmation to the Buyer, before starting construction activities. Failure by the Supplier to comply with the legislation on the safety and health of workers, as well as the safety requirements of the products and the adaptation of goods and / or services to special regulations (ecological, accident prevention, etc.), in any moment found during the execution of the supply, constitutes just cause for termination of the contract, without prejudice to compensation for damage and, in any case, will entitle the Buyer to suspend the contract with immediate effect. In the case of performance of activities and / or services by the Supplier, the personnel employed by the latter must be in possession of the professionalism requirements established by laws, regulations or quality certifications, as well as adequate requirements of morality The Buyer reserves the right to check at any time, either directly or by producing the relevant documentation by the interested party. The violation of these provisions allows the Purchaser to suspend and / or terminate the contract with immediate effect, without prejudice to compensation for damage, subject to contesting the related charges, as well as to proceed with the immediate removal of the workplace of that Supplier, or employees or collaborators of the same, who do not have the aforementioned requirements. In carrying out the activities, the Supplier undertakes to comply with all laws, rules, rules and regulations of the State and to release the Purchaser from any liability deriving from any violation of said laws, rules, rules and regulations, it being understood that the In any case, the Supplier will indemnify the Purchaser from the prejudicial financial consequences deriving from the charge of such responsibilities.

18.2 The Buyer also informs the Supplier that, as required by Legislative Decree 231 of 8 June 2001, on the subject of "Discipline of the administrative liability of legal persons, companies and Associations also without legal personality", the Supplier hereby provides the following statements: A) declares that this position does not involve situations of conflict of interest with other offices since carried out in favor of third parties and that this situation will persist for the entire duration of the assignment. Where in the course of execution of the same the Supplier should undertake activities or take on assignments also only potentially in conflict of interest with that object of the Order received, he must give it ready information to the Buyer, who may terminate the contract with immediate effect at any time; B) guarantees and assures that it has not offered, promised, or given and will not offer, promise or give any illicit and / or undue sum, or any other type of profit, good or utility of any kind, either directly that through intermediaries, be they natural or legal persons, including the Buyer, to an official public, or to anyone else exercising a public function or activity of public interest, in favor of the same official or to a third person for whom the official will act or refrain from acting in relation to the perfection of official obligations, or will in any case be improperly influenced in order to obtain or entertaining business, or other improper advantages of any nature in conducting business associated with the Order received; C) acknowledges that the Purchaser, in implementation of the procedures contained in the aforementioned Legislative Decree, will apply and will enforce the performance contained therein. The Supplier in carrying out the task entrusted to him: i) undertakes to abide by the principles and to implement behaviors in compliance with the provisions of the Legislative Decree; and ii) it makes itself available to give access, visibility and information to the Customer's Supervisory Body for aspects relating to the existing relationship with the customer as indicated in Legislative Decree; D) undertakes to notify the Customer without delay of the possible existence of laws, rules and regulations in force and / or in any case applicable in the State as well as any other information relating to the liability of legal persons and companies of which the Supplier comes or is became aware, in order to allow the Customer a timely update and / or adaptation to said environmental changes of the organization and management models adopted.

19. FISCAL AND CURRENCY CHARGES

Any irregularities put in place by the Supplier in relation to the obligations established by current tax and currency legislation, which involve the direct and joint application between the Purchaser and the Supplier of pecuniary penalties, fines, fines or sanctions of any kind will be the sole responsibility of the latter, with the right of immediate compensation by the Buyer.

20. PROTECTION OF PERSONAL DATA

The Parties mutually acknowledge the fact that each of them will process the personal data of the other in accordance with the provisions of the Code regarding the protection of personal data, for the sole purposes of executing the contract and for those required by law referred to in D. Lgs. 196/03, smi. The Purchaser declares that the data controller is himself and at the registered office. The Parties also mutually acknowledge that they are aware of the rights recognized by the aforementioned legislation and any additions and amendments thereto.

DATE, PLACE, STAMP AND SIGNATURE OF THE SUPPLIER FOR ACCEPTANCE

Ai sensi e per gli effetti degli artt. 1341 e 1342 c.c., il Fornitore espressamente accetta le seguenti clausole:

Articolo 1 Validità ed Efficacia

Articolo 3 Incedibilità del contratto e credito

Articolo 4 Esecuzione e termini di consegna

Articolo 5 Spedizione e consegna dei beni - luogo di esecuzione della prestazione Articolo 6 Ricevimento dei beni

Articolo 7 Denuncia dei vizi Articolo 13 Penali

Articolo 14 Garanzia

Articolo 15 Recesso e risoluzione

Articolo 17 Legge applicabile - Controversie

Articolo 18 Sicurezza - Normativa Speciale - Requisiti di legge e moralità

Pursuant to and for the purposes of articles. 1341 and 1342 of the Italian Civil Code, the Supplier expressly accepts the following clauses:

Article 1 Validity and Effectiveness

Article 3 Non-transferability of the contract and credit

Article 4 Execution and delivery terms

Article 5 Shipping and delivery of goods - place of performance of the service

Article 6 Receipt of goods

Article 7 Notification of defects

Article 13 Penalties

Article 14 Warranty

Article 15 Withdrawal and termination

Article 17 Applicable law - Disputes

Article 18 Security - Special Regulations - Requirements of law and morality

SUPPLIER SIGNATURE FOR EXPRESS ACCEPTANCE:

Fincantieri NexTech S.p.A.
Milan, 10.11.2020

The Direction