

IPLOM INTEGRATED MANAGEMENT SYSTEM
General Terms and Conditions of Contract

Rev. 2 of 19/12/2022

IPLOM

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General Terms and Conditions of Contract

Revision	Date	Description of changes
0	10/11/2016	First issue
1	14/10/2019	Revision as recommended by Supervisory Body
2	19/12/2022	Invoicing change

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DRAFTED BY	CHECKED BY	APPROVED BY
Role: Head of BMA	Role: Head of Integrated Management System	Role: Plant Manager

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Name: A. Trebiani	Name: G. Peiretti	Name: G. Ardossi
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DEFINITIONS

In interpreting these General Terms and Conditions of Contract, the terms below shall mean:

Principal	IPLOM S.p.A. a socio unico (single-member company) Via C. NAVONE, 3/B 16012 BUSALLA (GE) Italy VAT NO. 11616440159
Contractor	Provider of the activity and the services
Parties	The Principal and the Contractor collectively
Deliverable	The work and services provided or performed
Facility	The site where the contracted work is performed, including but not limited to: ✓ Busalla refinery ✓ Fegino coastal oil depot ✓ Genoa Multedo booster ✓ Oil pipelines ✓ Arquata Scrivia depot
General Terms and Conditions	This document
Specifications	The documents issued by the Principal to the Contractor containing the detailed description of the Scope of Work and the Facility, including technical and other requirements
Contract	The General Terms and Conditions of Contract, the Specifications and the Addendums indicated in the Contents
Order	The Principal's official offer awarding performance of the work to the Contractor
Acceptance of Order	Contractor's official acceptance of the tender contract under the terms and conditions laid down in the Order
Special Terms and Conditions	The terms and conditions specified on each Principal's Order
Scope of Work	The activities, services, provisions, and supplies that the Contractor undertakes to provide to the Principal, including their oversight and any other services necessary for completion of the scope of work in accordance with best practice
Contract Price	The price the parties agree to in exchange for performing the activities

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Order Variance	The document issued by the Principal establishing any changes to the Contract Price, Due Delivery Date, Contents and/or Methods
Expertise	The competence, experience, skill and specific knowledge to perform the Services correctly and in accordance with best practice, meeting all accepted industry standards
Contract Delivery Date	The date specified in the Contract to complete the tendered activity
Subcontractor	The individual or organisation providing part of the tendered activity/supply to the Contractor, with the permission of the Principal
Workplace	The place or area where the tendered activity is to be performed
Worksite	The temporary or mobile place where civil engineering works are performed in compliance with the regulations in force
Principal's designated representative	Individual identified within the Principal's organisational structure to coordinate the necessary activities in relation to the nature and entity of the work, to provide information on technical and organisational matters and on the risks present in the workplaces
Project Manager	The individual appointed by the Principal to discharge the duties assigned to them
Refinery Controller	Individual identified within the Principal's organisational structure receiving and managing the documentation required in this document
Worksite Technical Manager	Individual appointed by the Contractor to manage and coordinate all the activities needed for managing the Worksite

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ADDENDUMS

Annex A:	Scope of activity
Annex B:	Price, invoicing and payments
Annex C:	Subcontractors
Annex D:	Special Terms and Conditions

ARTICLE 1 SCOPE

These General Terms and Conditions of Contract are an integral and substantive part of all the Orders issued by the Principal for the supply of services, completion of works, systems and structures, which in any way involve the use of the Contractor's labour at the Principal's sites.

Contracts relating solely to the purchase of goods are specifically excluded. Specific reference is made to the special provisions under Article 6 for those contracts concerning professional services relating to administrative, tax, legal, technical, software development, design or similar aspects.

Only the Special Terms and Conditions contained in the individual Orders take precedence over the General Terms and Conditions of Tender and may constitute a deviance to them, provided that they are specifically approved and signed by the Parties.

The Contractor shall not be entitled to amend the General Terms and Conditions of Tender and the Special Terms and Conditions, if they exist, or to make additions and/or changes thereto, except by a signed agreement between the Parties.

Once the General Terms and Conditions of Tender have been signed, they shall apply to all further Orders placed with the Contractor.

The Contractor expressly declares that they possess the necessary expertise to perform the tendered activity, that they have carried out the necessary inspections for the purpose of determining the price and of understanding any other specific circumstances that may affect performance of the activity.

The Contractor expressly declares that they shall carry out the activities under the Order by means of their own independent business organisation, at their own risk, using their own capital, resources and equipment, and with their own staff.

The resources, equipment and staff shall under no circumstances be considered to be part of the Principal's organisation.

The Contractor declares that they possess all the authorisations and licences established by the law and required by the relevant authorities in order to carry out their business activities, with the obligation to operate at all times within the scope of such authorisations and licences and of the relevant regulations in force.

Lastly, the Contractor declares, under their own exclusive and direct responsibility, that they will comply with all statutory insurance, social security and accident-prevention regulations, and that they will apply the current sector employment contract to their employees.

ARTICLE 2 COMPLETE AGREEMENT - PARTIAL INVALIDITY

The Order, these General Terms and Conditions of Tender, and the clauses contained in addendums to the Order represent a complete agreement between the Parties and supersede any prior agreement as regards the object of the tender contract.

Should one or more of the provisions in these General Terms and Conditions of Tender be declared invalid and/or unenforceable by a court, government or administrative organisation in a competent jurisdiction, the other provisions in the General Terms and Conditions shall not be affected by the invalidity and/or unenforceability and shall therefore remain in full force and effect. In any such case, the Parties undertake in good faith to endeavour to replace the invalid and/or unenforceable provisions with valid and enforceable provisions whose content is as close to or similar as possible and which achieve the economic, legal and commercial objectives of the invalid or unenforceable provision.

If one or more of the provisions hereof contravene mandatory provisions of law, or if one or more of the provisions hereof are void in whole or in part, this shall not affect the effectiveness of the remaining provisions. The Parties to the contract undertake - if and where possible - to commence negotiations to replace the aforementioned parts with valid agreements whose content is close to or similar and ensure execution of the Order.

ARTICLE 3 ACCEPTANCE OF THE ORDER

The Contractor shall formalise approval of the Order, sending back by immediate return of post the duly stamped and signed copy of acceptance of the Order.

If the Contractor has not returned the duly signed and stamped copy of acceptance of the Order within 7 (seven) working days from receipt thereof, the Principal shall have the right to cancel the Order at any time without prejudice and without the Contractor being entitled to claim any compensation and/or indemnity.

The Contractor is specifically prohibited from commencing the activities necessary for execution of the Order before sending the Principal notice of acceptance of these general terms and conditions, including the annexed and/or reference documents (supplier quality specifications, specific specifications, Safety Regulations, DUVRI (assessment of risks generated by interference between activities conducted simultaneously in the workplace) and/or Safety and Coordination Plan, etc.).

ARTICLE 4 MANAGEMENT AND ORGANISATION OF THE CONTRACT

On acceptance of the Order, the Contractor assumes full and complete technical and administrative responsibility for performance of the activity and its consequences, towards both the Principal and third parties.

In particular, the Contractor undertakes to:

- a) pay their staff a wage equal to at least the amount established by the collective agreement in force for their respective category;
- b) provide, under its own responsibility, insurance cover for occupational accidents, health care and social security and to comply with the applicable labour legislation;
- c) take appropriate measures to avoid any form of pollution in connection with the work to be performed;

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- d) immediately inform the Principal in writing of any accidents suffered by their personnel, specifying the circumstances and causes, and subsequently keep the Principal informed of any developments regarding the condition of the injured persons, the relevant tests and enquiries;
- e) provide their own staff and the staff of authorised Subcontractors with photo identification specifying the personal details of the worker, the name of the employer, the date of employment and, in the case of subcontracting, the relevant authorisation. Workers are obliged to display this identification at the express request of the Principal or of personnel appointed by the Principal;
- f) adopt all provisions and measures to avoid accidents and damage to persons or things both while performing the work and during secondary operations, such as transport, delivery, testing, etc.;
- g) comply with all applicable statutory regulations on accident prevention, hygiene and safety at work and in the workplace;
- h) have the work carried out under the direct and full control of a supervisor or their designated delegate;
- i) introduce into the Iplom workplaces only approved machinery and equipment, in compliance with the Principal's requirements and/or limitations.

If the scope of the activities involves manual handling, cleaning and routine maintenance work, at the Principal's request, pursuant to Article 5(g) of Italian Law no. 1369 of 23/10/1960, the Contractor shall provide a written declaration stating that it also employs its own personnel for operations in other companies, specifying the name of the firm, its trade name and address or registered office.

The Contractor is obliged to provide its own personnel with the necessary means of protection to carry out the tendered activity.

The Principal shall be held harmless from liability for any machinery, goods and materials owned by the Contractor.

If the Contractor needs to bring in any means of transport for loading and unloading materials or tools, they must be accompanied by a stock clerk or a person designated by the Principal. The working hours in the work area must also be strictly adhered to.

Should the Principal's personnel, in the course of their routine monitoring of the Contractors' work, find different Contractor's equipment from that notified to them (by means of SOPs and/or lists of equipment provided to Iplom during the tender assignment phase) at the workplaces, the work permit may be suspended, at the discretion of the person in charge.

The Contractor's personnel shall behave in a dignified manner in compliance with the rules and regulations in force at the worksite; the Principal reserves the right to remove any person who fails to comply with the foregoing.

The Contractor shall be self-sufficient for whatever may be needed to perform the work, with the exception of the provisions under Article 7. When work commences, a supervisor will be appointed to act as a liaison with the Principal's representatives and shall answer to them for the activities of the employees. The Contractor must keep the work posts, any transit areas and spaces placed at their disposal clean and tidy.

In the absence of the above, the Principal reserves the right to arrange for cleaning directly and to charge the Contractor for the costs incurred.

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The Contractor undertakes to strictly comply with the worksite regulations governing the transport of heavy weights on board (in any loading and/or unloading operations).

Any connections to the worksite electricity, compressed air system, etc. must in any case be made at the Contractor's total responsibility and expense, after approval by the Principal's designated personnel.

The works will be considered as delivered upon written acceptance by the Principal's technicians who will receive the Deliverable, together with the necessary documentation certifying full compliance with the applicable regulations.

The Principal's managers may step in, during execution of the works, with any request to ensure that the works are carried out in accordance with best practice.

The Contractor undertakes to comply with environmental protection regulations.

The Contractor is specifically prohibited from use the Principal's machinery or equipment.

Still, the Principal may allow the Contractor to use their machinery and equipment, as long as they have completed the technical-administrative and coordination procedures pursuant to Italian legislative decree 81/2008, as amended, and jointly sign the acceptance report for the equipment released for use.

ARTICLE 5 SUBCONTRACTING

The Contractor shall not without the prior written approval of the Principal subcontract the whole or any part of the Contract. Even where the Principal authorises the Contractor to subcontract to third

parties, the Contractor shall not be relieved of any of their duties or obligations under these General Terms and Conditions, and the Contractor shall be solely responsible for the proper performance of the Scope of Work under the Contract.

Any subcontracting authorised by the Principal shall in no case constitute a direct recognition of the subcontractor or the creation of a contractual relationship between the Principal and the Subcontractor. The Contractor unconditionally undertakes to require its authorised subcontractors to comply with all the legal obligations governing the tendered activity and the provisions laid down in Article 6 of these general terms and conditions. If the Principal authorises the Contractor to subcontract activities, they shall be subcontracted in full compliance with the following conditions:

- ✓ The maximum allowable subcontracted portion is 30% (thirty per cent) of the Deliverable;

- ✓ The subcontracted portion must refer to particular activities of a specialised nature.

Any use of subcontracting must be declared when submitting the tender and subsequently formalised by means of a written request to the Principal at least 30 (thirty) days prior to the date set for commencement of the activities under the contract.

The request to subcontract shall contain:

- ✓ Risk Assessment drawn up in accordance with the provisions of Italian Legislative Decree 81/2008, as amended for the activities covered by the contract or, where applicable, the Operational Safety Plan (one original stamped and signed copy);

- ✓ Declaration signed by the Contractor's Legal Representative certifying that s/he has read the assessment of risks generated by interference between activities conducted simultaneously in the workplace (DUVRI-Documento Unico di Valutazione Rischi da

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- Interferenza), the Principal's General Safety and Environment Regulations, the Code of Ethics, and where applicable, the Safety and Coordination Plan (PSC);
- ✓ Affidavit attesting possession of the relevant technical and professional requirements;
 - ✓ Copy of the documentation certifying registration and payments to social security institutions (INAIL - national institute for insurance against accidents at work and INPS - national institute for social security), or a true copy of the single insurance contribution payment certificate (DURC-Documento Unico di Regolarità Contributiva) not older than 3 months;
 - ✓ Copy of the certificate of registration with the CCIAA (Chamber of Commerce, Industry, Handicrafts and Agriculture) for the year of performance of the activity;
 - ✓ Copy of private third-party liability insurance policy;
 - ✓ Affidavit attesting to accidents that occurred in the past year;
 - ✓ Details of the activities for which authorisation to subcontract is sought and the amount involved;
 - ✓ Name of the undertaking(s) designated as subcontractor(s);
 - ✓ If applicable, a list of the work carried out in the last three years of a similar type to that of the work to be subcontracted;
 - ✓ Declaration concerning the existence or otherwise of any form of control with the subcontractor pursuant to Article 2359 of the Italian Civil Code;
 - ✓ Any other documentation required by the applicable legal provisions, where the amount of the subcontract so requires (e.g. anti-mafia certificate, etc.).

A certified copy of the subcontracting agreement must be lodged at the Principal's premises at least 20 (twenty) days prior to the actual commencement date of execution of the relevant work. Even if the above requirements are met, subcontracting may only be authorised if the proposed subcontractor is already on the Principal's list of suppliers. The Principal reserves the right not to approve any Subcontracts to persons who have previously been directly involved in the tender procedure and who have submitted specific individual offers. The Contractor shall prepare contract documents with Subcontractors whose content complies with these General Terms and Conditions. The Contractor authorised to subcontract work shall pay the subcontractor the amount of the work executed by the subcontractor and shall forward to the Principal, within 20 (twenty) days from the date of each payment to the subcontractor, a copy of the settled invoices for the payments made to the subcontractor, indicating any deductions made for guarantees. If the Contractor fails to forward even just one of the above invoices, the Principal reserves the right to suspend, in whole or in part, payment of the amounts for the following interim payment certificates until the default has been remedied, without the Contractor being entitled to claim any indemnity or compensation from the Principal, nor to accrue any interest or other. If, also during execution of the works, the Principal finds that a subcontractor fails to fulfil or no longer fulfils any of the conditions determining the authorisation to subcontract, the Principal shall warn the Contractor to remedy the irregularities within 30 (thirty) days from receipt of the warning, failing which the authorisation to subcontract will be revoked. If the authorisation is revoked, the Contractor shall be obliged to terminate the subcontract immediately and take over the relevant works directly, without any additional charge for the Principal and without prejudice to compensation for any damage suffered by the Principal.

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ARTICLE 6 CONTRACTOR'S OBLIGATIONS REGARDING ACCIDENT PREVENTION AND LABOUR

The Contractor shall observe and comply with all the requirements and obligations contemplated by the Laws, Regulations, Employment Contracts and Collective Agreements in force concerning occupational health, safety and hygiene, as well as any other regulatory or legislative act, also regional or local, that imposes obligations and/or requirements on the Contractor. In particular, the Contractor shall comply with the obligations to cooperate in the implementation of the measures to prevent and protect against the risks incidental to the activity covered by the contract, and shall coordinate the actions with the Contractors involved in other activities and with the Principal to prevent and protect the risks to which the workers are exposed, also informing each other in order to eliminate risks generated by possible interference between their activities, pursuant to the provisions of Legislative Decree 81/2008, as amended. Should the type of contract fall within the category of building and civil engineering works, and therefore entails the erection of a temporary or mobile worksite, the Contractor shall comply with all the obligations imposed on it by the foregoing regulations, subject to the conditions and limits of application established in Title IV of Legislative Decree 81/2008, as amended.

The Contractor shall be obliged to implement in full and without exception the provisions of the Safety and Coordination Plan (PSC) drawn up and forwarded by the Principal, complying with the instructions and information received from the Principal.

The Contractor shall also be obliged to draw up the Operational Safety Plan (POS), which must be forwarded to the Principal before the contracted activities are assigned and, in any case, before work begins, and to implement any procedural or organisational measures capable of ensuring that its own personnel faithfully comply with the contents of said Plan.

The Contractor specifically undertakes to state the costs of safety at work and the costs of the measures taken to eliminate or, where this is not possible, to minimise the occupational health and safety risks deriving from interference between the work processes. These costs shall not be subject to any discount. This obligation is also extended to any Subcontractors.

The Contractor shall ensure that the conduct of their personnel is in line with the rules and regulations in force on the Principal's site.

In this regard, the Contractor shall observe, within its area of responsibility, all the provisions laid down in the General Safety and Environment Regulations, as well as all the prevention and protection measures laid down by the Principal, and the safety and emergency procedures in force inside the facility, of which it will receive adequate information from the Principal.

In this regard, to verify actual compliance with the above, the Principal reserves the right to audit the work of the Contractor's personnel, using its own personnel or those of third parties appointed by the Principal.

The Contractor agrees to comply with all legal provisions concerning the recruitment, remuneration, insurance and social security of its personnel working in the performance of the activities. To this end, the Contractor must forward to the Principal's Refinery Controller, before commencement of the activities, the following documents **EXCLUSIVELY IN NON-EDITABLE STANDARD ELECTRONIC FORMAT**:

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- 1) Risk Assessment drawn up in accordance with the provisions of Italian Legislative Decree 81/2008, as amended for the activities covered by the contract or, where applicable, the Operational Safety Plan (one original stamped and signed copy);
- 2) Declaration signed by the Contractor's Legal Representative certifying that s/he has read the assessment of risks generated by interference between activities conducted simultaneously in the workplace (DUVRI-Documento Unico di Valutazione Rischi da Interferenza), the Principal's General Safety and Environment Regulations, the Code of Ethics, and where applicable, the Safety and Coordination Plan (PSC);
- 3) Affidavit attesting possession of the relevant technical and professional requirements;
- 4) Copy of the documentation certifying registration and payments to social security institutions (INAIL - national institute for insurance against accidents at work and INPS - national institute for social security), or a true copy of the single insurance contribution payment certificate (DURC-Documento Unico di Regolarità Contributiva);
- 5) Copy of the certificate of registration with the CCIAA (Chamber of Commerce, Industry, Handicrafts and Agriculture) for the year of performance of the activity;
- 6) Copy of private third-party liability insurance policy;
- 7) List of persons in charge of signing off on work permits and list of workers employed on the worksite: the Principal must be promptly notified in writing of any changes occurring during the activity, and the Principal reserves the right to authorise them;
- 8) Copy of the payroll ledger containing the details of the employees who will be used for the execution of the contractual work;
- 9) Affidavit attesting to accidents that occurred in the past year;
- 10) Letters of appointment of the Prevention and Protection Officer and relative forwarding to the competent Local Health Authority and Labour Inspectorate;
- 11) Letters of appointment of the company's Medical Officer;
- 12) Letters of election of the Workers' Safety Representative;
- 13) Appointment of the Safety Officer and, where applicable, appointment of the Worksite Manager;
- 14) Names of emergency officers with relevant certification of courses held;
- 15) Declaration of the information and training of workers on the contents of the assessment of risks generated by interference between activities conducted simultaneously in the workplace (DUVRI-Documento Unico di Valutazione Rischi da Interferenza), the General Safety and Environment Regulations, the emergency procedure for contractors annexed thereto, the Operational Safety Plan (POS) and, where applicable, the Safety and Coordination Plan (PSC); declaration of the training of workers on the specific risks connected with the work processes and the methods for preventing them (safety regulations, use of work equipment, substances, PPE, signage, noise, etc.);
- 16) Certificates of fitness for the specific job issued by the Medical officer;
- 17) List of PPE made available to workers and a signed copy of a declaration of delivery thereof;
- 18) List of equipment and machinery used on the worksite and the relative EC declaration of conformity; the Contractor is obliged to install/assemble them on the Princip-

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- al's premises and to bring into the Principal's workplaces only the declared equipment and machinery;
- 19) Commissioning reports and valid periodical inspection reports, pursuant to annex VII of Italian legislative decree no. 81/2008, of lifting equipment not operated by hand, with a load capacity exceeding 200 kg; evidence of quarterly inspections of ropes and chains used for lifting, inspection reports of equipment subject to legal inspections;
Please Note: in the case of lifting machinery and other equipment subject to statutory periodic inspections by public bodies, it is compulsory to produce the valid test report; if, at the Contractor's request, it has not been possible to carry out such inspections in due time, the Contractor must have them carried out by an expert technician acceptable to the Principal;
 - 20) Copy of the safety data sheets for the products used to carry out the work;
 - 21) Characteristics of each worker who will have access to the IPLOM SpA sites;
 - 22) Authorisation under Article 45 bis) in the case of supply services at the Genoa Multedo Booster.

Please Note: (special information)

- ✓ If the Contractor is a sole proprietorship, i.e. if the person providing the activity or the service is a natural person, the Contractor shall be exempted from submitting the documents referred to in points 1, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 of this Article 6;
- ✓ If the Contractor is providing a purely intellectual service, the Contractor shall be exempted from submitting the documents referred to in points 9, 10, 11, 12, 13, 14, 16, 18, 19, 20 of this Article 6;
- ✓ If the Contractor performs the activity or service at its own head office, workshop, laboratory or other premises, i.e. without the Contractor's personnel having direct access to the Principal's sites or facilities, the Contractor shall be exempted from submitting the documents referred to in points 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 of this Article 6;

The Contractor shall notify the Principal of any requirements and/or sanctions issued against it by Inspection Authorities.

The documentation required for the tender is available in the supplier area of www.iplom.it. If the Contractor uses personnel hired with a non-standard contract or new hires, the employer must provide certification that the skilled workers in question are qualified to work in the refinery. In this case:

- ✓ prior to eligibility to enter, the newly-hired worker/trainee must attend an introductory course provided by the Principal;
- ✓ the worker's Employer shall specify the specific job in which he/she will be employed and the name of the company tutor, who shall constantly work alongside him/her;
- ✓ the worker shall wear a special identification symbol on the back of their hard hat;
- ✓ at the end of the training course, the Employer of the company shall assess the trainee's working autonomy, and shall notify Iplom that he/she has acquired the necessary professional qualifications.

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ARTICLE 7 CONTRACTOR'S OBLIGATIONS WITH REGARD TO THE PREVENTION OF MAJOR ACCIDENTS

The Contractor shall observe and comply with all the regulatory requirements and, in any case, the obligations incumbent on it with regard to the prevention of major accidents.

The Contractor shall train and instruct its own employees and any subcontractors with regard to major-accident hazards and shall provide the Principal with documentary evidence of the training that has taken place and of the methods used for the instruction.

The Contractor shall provide its own employees with all information on major-accident hazards relating to the site concerned, on the basis of the following documentation received from the Principal:

- ✓ fact sheet on major-accident hazards for citizens and workers;
- ✓ excerpt from the internal emergency plan;
- ✓ safety data sheets on hazardous substances concerned;
- ✓ excerpt from the safety report.

To this end, the Contractor must forward to the Principal before commencement of the activities, the following documents EXCLUSIVELY IN NON-EDITABLE STANDARD ELECTRONIC FORMAT:

- ✓ Declaration attesting that workers have been informed of the contents of the fact sheet on major-accident hazards, excerpt from the safety report, and safety data sheets on hazardous substances concerned;
- ✓ Declaration that workers have been trained and instructed on major-accident hazards;
- ✓ Declaration of the methods used to carry out the training and instruction in major-accident hazards.

The documentation required for the tender is available in the supplier area of www.iplom.it.

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ARTICLE 7 BIS CONTRACTOR'S OBLIGATIONS WITH REGARD TO THE PREVENTION OF MAJOR ACCIDENTS. CRITERIA, PROCEDURES AND VERIFICATION OF THE PROCUREMENT OF EQUIPMENT, MATERIALS AND SERVICES

The Contractor, also in compliance with the obligations of Article 23 of Italian legislative decree 81/2008, shall ensure that all works, machinery, equipment, systems, and in any case the assets covered by the tender contract (insofar as relevant in terms of safety), fully comply with the laws and regulations applicable to them, including building and plant engineering regulations, with particular reference to the conditions of their construction and installation, as well as to the technical standards (UNI or CEI) if applicable, regardless of whether they are deemed mandatory by express provisions of the law or specifically referred to by the Principal.

The Contractor shall complete the works, machinery, equipment, systems, and in any case the assets covered by the tender contract in accordance with good building and plant engineering practice.

Should those works, machinery, equipment and systems be subject to compulsory original equipment manufacturer testing or verification procedures, unless otherwise specifically agreed in writing, these procedures must be carried out by the Contractor, which shall provide the Principal with the relative documentation and certification, also pursuant to Article 1477(3) of the Italian civil code, and in compliance with the specific provisions applicable therein.

With reference to the contractual execution phase, the Contractor shall also guarantee that its own personnel in charge of installing the asset and/or carrying out the work are professionally and technically qualified with respect to the specific nature and complexity of the asset and/or the work and, in all cases in which the laws in force require specific forms of compulsory qualification for the execution of the work commissioned, the Contractor must provide the Principal with all suitable documentation proving such qualification. The Contractor is likewise obliged to ensure that the personnel assigned to install the systems, work equipment or other technical devices covered by the tender contract have been trained and instructed in advance, and to provide the Principal with all documentation attesting to the completion of such training and instruction.

Notwithstanding compliance with all the conditions as established above, the Contractor is also obliged to comply with all the technical specifications relating to the asset and service covered by the contract, as specifically indicated and requested by the Principal, strictly complying with the instructions received during definition of the contractual obligations, and to provide the documentation relating to the performance of tests and conformity and quality checks on the assets and services covered by the contract as required by the specific terms and conditions of the individual contracts and/or tender specifications.

For the purpose of verifying that the Contractor possesses the technical and professional qualifications necessary for the realisation, according to adequate safety standards, of works, equipment, machinery and systems, the Contractor undertakes, under their own personal responsibility and in addition to the provisions of article 6 above of these General Terms and Conditions, to forward to the Principal - at the same time as the signing of these

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“General Terms and Conditions of Contract” - a report of any instructions/provisions that may have been issued to it by the inspection staff of public supervisory and control bodies and/or organisations, with reference to any occupational health and safety infringements, as well as any violations that may have been ascertained and formally challenged with reference to environmental protection regulations.

ARTICLE 8 COSTS

The Principal shall cover the following costs:

- ✓ water, electricity, compressed air or anything else specified at the time of the agreement and in any case within the limits of use compatible with the internal needs of the Principal or other contractors.

The Contractor shall cover the costs of:

- ✓ equipment, consumables, worksite connections at the delivery points (in particular, in the case of provisional electricity systems, the Contractor shall install and commission their own system and all auxiliary equipment, in accordance with the provisions of the “Regulations for electricity supply” referred to in the Technical Specifications), lighting the work area, any provisional works that may be required (including, but not limited to scaffolding, safety and/or sound absorbing barriers, flame-resistant sheeting, etc.), cleaning the work area including transport of waste materials to the collection point indicated by the Principal or to a controlled landfill, labour and anything else necessary for the work to be carried out to the highest professional standard.

ARTICLE 9 VARIATIONS

The Contractor cannot introduce variations to the provisions of the contract nor to the methods of execution of the activity, unless previously authorised in writing by the Principal or their representative and, to the extent of their responsibility, by the safety coordinator during execution. If the contract price has been determined as a whole, on a lump sum basis, the Contractor shall not be entitled to any price review, except when additional work has been agreed in advance with the Principal in writing.

The Principal has the right to make variations to the provisions of the contract and to the methods of execution of the activity by means of a specific written amendment to be communicated with suitable advance notice to the Contractor and, to the extent of their responsibility, to the safety coordinator during execution, provided that the amount of the variations does not exceed one-sixth of the overall price agreed and, in any case, provided that they do not determine significant modifications to the nature of the activity or to the quantities in the single categories of work contemplated in the Order.

The Contractor is entitled to payment for additional work that has been agreed in advance with the Principal in writing, even if the price of the activity has been determined as a whole. The agreements thus defined, which must include the method and timeline of execution and the terms of payment, shall be understood as an integral part of the Order with effect from the date of its conclusion.

The economic assessments of any variations to the contract shall be made on the basis of the unit prices specified in the Order, if applicable, or on the basis of any price list agreed between the parties.

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If, as a result of unforeseeable events that cannot be attributed to either party, it is necessary to make any changes to the provisions of the contract and any amendments and/or additions after the Order has been concluded and/or during execution of the activity, the parties shall agree on the variations to be introduced and the corresponding price adjustment.

In the absence of an agreement, within 30 (thirty) days from the occurrence of the event, the Parties must make a mandatory attempt at mediation, the solution of which shall be delegated to a technical group made up of the legal representatives of the Principal and the Contractor, the Worksite Technical Manager and the Project Manager (hereinafter the "Technical Working Party").

In the event of a dispute, the first Party to act shall send the other Party and the members of the Technical Working Party an invitation to attempt mediation as referred to in this clause.

The Parties undertake to participate in good faith in the meetings arranged by the Technical Working Party for the purpose of carrying out the aforesaid attempt at mediation.

Once 30 (thirty) days have elapsed from the sending of the above notice without an amicable settlement of the dispute being reached, the Parties shall refer the settlement of the dispute to an expert appointed by the Chamber of Commerce of Genoa.

ARTICLE 10 ORDER VARIANCES

The Principal reserves the right to ask the Contractor for adjustments or changes to the activity ordered.

The Contractor undertakes to implement said adjustments/changes in compliance with the timeframes and relative economic conditions agreed with the Principal, where compatible with their technical/design capacity.

Adjustments that may be requested include, but are not limited to:

- a) request for the Contractor to provide additional services;
- b) exclusion of part of the authorised services;
- c) interpretation of any specifications, drawings and documents included in Annex A and on matters where such documents permit alternatives or are not specific. Upon notification of such a change, the Contractor shall promptly amend the Services accordingly.

The Principal shall issue an Order Variance when they modify Annex A or elements of the services and/or scope of work already completed or in progress under Annex A, request additional services from the Contractor or Order the exclusion of part of the previously authorised services, provided that any one of the following criteria is fulfilled:

- a) the Order Variance has an impact on the Contractor's costs for the performance of the Services, or
- b) the Order Variance has an impact on the time required for the performance of the Services.

If any of the preceding criteria are met, the Principal shall authorise the Contractor to prepare, and the Contractor shall prepare, an estimate of the impact on the costs and/or completion of the services and/or scope of work. After the Contractor and the Principal have agreed on reasonable impact, the Principal shall issue an Order Variance amending one or more of the above items, in the absence of any provision to the contrary in this Contract.

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No Order Variance shall be issued in the following cases:

- c) changes in the services already performed by the Contractor are required in order to achieve compliance with Annex A or to rectify errors, oversights or work which does not comply with the Contractor's obligations and with Article 25, and/or
- d) delay in the execution of the works due to events which, on the basis of common sense and diligence, the Contractor should have anticipated or which was caused by the Contractor's fault or negligence.

ARTICLE 11 DESIGNATED REPRESENTATIVE/PROJECT MANAGER

The Principal appoints a Designated Representative to coordinate the necessary activities in relation to the nature and entity of the work, to provide information on technical and organisational matters and on the risks present in the workplaces.

The Principal designates a Project Manager for the worksites, communicating their name to the Contractor before commencement of the activity.

The Project Manager reserves the right to designate within the relevant company structure reputable technical and operational contacts for the necessary liaison activities.

ARTICLE 12 CONTROL OF EXECUTION OF WORKS

As a rule, the Principal controls the execution of the works through the Project Manager.

The Principal reserves the right, directly or through its technicians and officers and/or appointing third parties (professionals, experts, etc.) to check the adequacy of the works carried out, inspections and functional tests and anything else deemed useful and necessary, also in the course of the works.

Should it be determined during the course of the activity that works are not being executed in accordance with the agreed terms and conditions, the Principal may impose a reasonable deadline by which the Contractor must comply with said terms and conditions; once this deadline has elapsed in vain, the Principal shall have the right to expressly declare in writing that the Order is terminated, without prejudice to their right to claim compensation for damages. Whether or not the contractual relationship is continued shall not prejudice the Principal's right to claim compensation for damages.

ARTICLE 13 TECHNICAL MANAGEMENT OF WORKSITE

The Contractor undertakes to carry out all activities necessary for conducting and coordinating worksite management, also by appointing a person of its choice (Worksite Technical Manager). The name of the Worksite Technical Manager shall be communicated to the Principal at the time of acceptance of the Order and, in any case, before work commences, also in the case of partial subcontracting, if authorised.

The Contractor's engagement of a person of choice does not exempt the Contractor from liability towards the Principal.

ARTICLE 14 PROHIBITION OF ASSIGNMENT OF ORDER AND CREDIT

The Contractor is not entitled to assign the Order to third parties, in full or in part unless formally authorised by the Principal.

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It is also expressly agreed that the credit accruing to the Contractor under the Order cannot be assigned unless previously authorised in writing by the Principal.

ARTICLE 15 DELIVERY AND TRANSFER OF RISK

Delivery of the work shall not be relied on to the detriment of the Principal's rights, particularly those rights connected to nonconformity of the work or its delivery after the deadline. If it is impossible or in any case extremely difficult to take delivery of the work, due to circumstances beyond the Principal's control, including but not limited to events relating to processing work, handling of the products, Force Majeure, the Principal shall have the right to delay taking delivery for as long as such circumstances exist. The Contractor shall be obliged to indemnify the Principal for damages caused by the delay in delivery within the limits of article 20 below, unless the delay is due to force majeure.

ARTICLE 16 DELIVERY DEADLINES

The agreed delivery deadlines are binding and time is of the essence. The activity must be completed by the deadline established in the contract.

Days when poor weather conditions have prevented the work from being regularly executed, and periods of suspension caused by Force Majeure, or deriving from the Principal's special requests as communicated in writing, shall be excluded from the calculation of the effective working days.

In the event of delays in delivery, the Principal, at its own discretion reserves the right to:

- ✓ terminate the Order for cause and obtain supplies from other Contractors, notwithstanding compensation for damages and recovery of any additional costs incurred for the work assigned to other sources;
- ✓ impose on the Contractor, in addition and without prejudice to any compensation for additional costs incurred, a penalty of 1% (one per cent) of the value of the activity not delivered within the agreed deadline for each full week overdue.

The total penalty amount shall not exceed 10% (ten per cent) of the value of the Order for the activity delivered late.

ARTICLE 17 FORCE MAJEURE

Delivery deadlines may be extended in the presence of Force Majeure events (including, but not limited to earthquake, fire, flood, epidemic) that effectively prevent execution of the Order.

The Contractor shall immediately inform the Principal in writing of the cause of the Force Majeure.

Exercising the right to strike by the Contractor's employees (with the exception, of course, of absence from work caused by the calling of general category strikes) and rainfall shall not be considered as Force Majeure events, unless the Parties agree that the latter are particularly serious and/or continuous.

In the event of suspension due to force majeure, the delivery deadlines referred to in Article 16 will be extended by as many days as the activities are suspended due to the event

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caused by Force Majeure. The extent of the suspension and deferral of the deadlines shall in any case be confirmed by a written agreement between the Parties.

In any case, it is agreed that the Contractor shall immediately resume execution of the Order upon termination of the Force Majeure event and shall inform the Principal in writing of the resumption of work.

If the Force Majeure event determines a delay of more than 30 (thirty) days, the Principal shall have the right to terminate the Order at any time, by sending a registered letter with proof of delivery or a telefax to the Contractor.

ARTICLE 18 DECLARATION OF CONFORMITY

The Contractor shall issue - or have its subcontractors issue, if subcontracting has been authorised - declarations of conformity of the works and/or systems executed and send them in the form laid down by the Law.

The Principal must receive this documentation before activity acceptance testing.

ARTICLE 19 ACTIVITY INSPECTION AND ACCEPTANCE

The Principal or their representative shall inspect the activity in the presence of the Contractor, as well as the Worksite Manager and the Project Manager, if appointed, at the Contractor's express invitation sent by registered letter with proof of delivery.

The Principal or their representative may provide the Contractor with:

- ✓ written declaration of unconditional acceptance of the work, or
- ✓ written declaration of acceptance with reservation due to flaws or defects discovered, or
- ✓ written declaration of non-acceptance, accompanied by the reasons for same.

ARTICLE 20 LIABILITY

The Contractor shall be liable for damage caused to property or persons as a result of any defective part or parts of the tendered activity.

Furthermore, the Contractor shall hold the Principal harmless from any claim for compensation as a consequence of the defectiveness, nonconformity, non-reliability of its activity, indemnifying the Principal for any damage suffered.

Notwithstanding the mandatory limits of the law, the Contractor's liability to the Principal for compensation under contractual liability shall not exceed the total amount of the contractual consideration. The Contractor declares that they have a suitable third-party liability insurance policy for the compensation of any damage caused to third parties in the performance of their activities. Should this third-party liability insurance policy not be taken out for any reason whatsoever, it is understood that the Contractor will be fully liable on their own account for such damage, relieving the Principal of any liability in this respect.

ARTICLE 21 COMPENSATION FOR DAMAGES

The Principal reserves the right to claim compensation from the Contractor for damage to persons or property caused by the Contractor's employees within the limits of article 20 above, without prejudice to the determination of any liability on the part of the Principal.

ARTICLE 22 ENVIRONMENTAL/SAFETY REQUIREMENTS OF THE CONTRACT

The Contractor warrants that they shall strictly comply with all the regulations in force applicable both in Italy and in the country where the activities will be installed, with regard to safety, workers' health and environmental protection.

In particular, the Contractor undertakes to comply with the regulations on waste management (Italian Legislative Decree 152, part IV, as amended).

The Contractor undertakes to take all necessary measures to limit the level of odour emissions into the atmosphere.

If the Principal defines and issues technical specifications, the Contractor must comply with them, particularly with regard to the technical and regulatory safety standards and requirements laid down therein.

The Contractor warrants that the activity is designed and constructed in accordance with the most modern safety and work hygiene standards, good technical practice and the required specifications, in order to avoid any foreseeable risk by means of:

- ✓ application of all devices required, either by law, by good practice, or by the technical specifications defined by the Principal;
- ✓ reliable, rational and efficient safety protections and devices and, in any case, using criteria that make tampering or deactivation impossible; these safety protections and devices are also at the Contractor's choice and responsibility, unless otherwise agreed.

The Contractor also warrants that during execution of the activities, they shall take all necessary measures to limit the noise level using the best technology available. In any case, the Equivalent Continuous Sound Pressure Level (Leq) of 75Db(A) must not be exceeded during the works, barring any exceptions expressly authorised by the Principal or, where envisaged, by the competent Authorities.

With reference to the REACH regulation, moreover, any items and assets supplied and their packaging must not contain any of the substances on the candidate list of substances of very high concern (SVHC) available at <https://echa.europa.eu/candidate-list-table> above a concentration of 0.1% (weight by weight).

In compliance with the provisions of the aforesaid law, the supply of each item, at the latest upon delivery, must be accompanied by the Contractor's formal declaration certifying explicit compliance with the requirement, under penalty of non-receipt and non-acceptance of the supply by the Principal.

ARTICLE 23 INSURANCE

The Contractor assumes full responsibility for all accidents and damage suffered by its own employees and/or persons working on the Contractor's behalf with the Principal's prior authorisation.

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The Contractor shall also be liable for any damage caused to persons and/or property of the Principal or third parties that may occur during execution of the works.

The Contractor undertakes to take out and keep in force at its own expense, for the entire term of the contract, a suitable insurance policy with a leading insurance company acceptable to the Principal to fully cover the above, the ceiling of which must be commensurate with the value of the contract and in any case not less than EUR 3,000,000 (three million euro).

The policy shall contain the Insurance Company's undertaking not to suspend the guarantee without prior written notice to the Principal.

A copy of the policy must be forwarded to the Principal upon request.

ARTICLE 12 UNILATERAL TERMINATION

The Principal may terminate the Order even if the work has commenced, by giving written notice to the Contractor at least 30 (thirty) days in advance, on condition that it indemnifies the Contractor for the expenses incurred, if documented, for work carried out and for loss of earnings.

If the Principal has expressly and formally requested the Contractor to prepare a stock of specific materials that can be used only for the Principal's needs and cannot be sold externally, the Principal undertakes to collect them and to pay the Contractor their value at the contractually established price.

ARTICLE 25 WARRANTY/EMERGENCY WORK

The contractual warranty period starts from the date of acceptance of the work by the Principal.

If a defect should appear in the execution of the work, the Contractor shall promptly do whatever is necessary to guarantee the facility operation according to the agreed contractual, technical, safety and environmental requirements, without any expense for the Principal, within the warranty period specified by the laws in force.

Failing the above, the Principal reserves the right to take its own, direct action with the sole obligation of informing the Contractor within the ensuing 48 hours. If the defect and/or malfunction is attributable to the Contractor, the Principal shall have the right to charge the Contractor for the costs incurred for the action.

ARTICLE 26 TERMINATION

In the case of serious breach on the part of the Contractor of one or more of the obligations under these General Terms and Conditions of Contract or the Special Terms and Conditions, the Principal shall have the right to terminate the Order with immediate effect, pursuant to article 1456 of the Italian civil code, by registered letter with proof of delivery sent to the Contractor, subject in any case to compensation for damages.

The Principal may at its own discretion terminate the Order if a third party company acquires the majority shareholding or in any case control over the Contractor, if the Contractor ceases trade, if it becomes insolvent or if the Contractor finds itself in a position of receivership, extraordinary administration, composition with creditors, bankruptcy.

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ARTICLE 27 REMUNERABILITY OF THE CONSIDERATION

The Contractor declares that they are perfectly aware of all the time conditions and that they have taken due account of all related circumstances that may in any way influence the determination of prices.

The contractual prices on the Orders are intended as maximum reference prices and include all expenses, including tax and indemnity expenses of any kind.

ARTICLE 28 PRICE REVIEW

Unless the Parties agree otherwise in writing, price review is governed by article 1664 of the Italian Civil Code. The price list approved by the Chamber of Commerce of Genoa will be used to determine the increases or decreases herein.

No extra will be paid to the Contractor unless agreed in advance and formally accepted by the Principal.

ARTICLE 29 INVOICING

The Contractor will issue invoices to the Principal only after formal authorisation by the relevant Technical Officer.

All invoices issued by the Contractor must bear the Order number.

Invoices shall be sent within the time limits laid down by the laws in force subject to the approval of the Technical Officer.

The trade name in the header of the invoices must be that of the Principal, as per the DEFINITIONS.

Electronic invoices: the Unique Code to specify is **A4707H7**

Should delivery within the interchange system (SDI) fail, notification must be sent to the e-mail address fatture@iplom.com with the following subject: "Trade name - Invoice Xxxxxx/20x - delivery failed".

ARTICLE 30 RIGHT OF INSPECTION AT THE CONTRACTOR'S PREMISES

The Principal reserves the right to carry out inspections at the Contractor's premises at any time, subject to prior notice, in order to verify proper performance of the Contractor's obligations under the Order and maintenance of confidentiality, quality, safety and environmental requirements.

ARTICLE 31 BAN ON ADVERTISING / CONFIDENTIALITY

The Contractor undertakes not to advertise using the Principal's name or its registered trademarks and to treat any information contained in the Order and its attachments as strictly confidential.

Any deviance from this shall be expressly authorised by the Principal.

ARTICLE 32 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The technical information (meaning by this term any type of technical or technological information or documentation, as well as models and samples) that the Principal communicates or makes available to the Contractor for the design, experimentation, development of the activity, remains the exclusive property of the Principal.

The Contractor accepts full responsibility towards the Principal for guaranteeing that its activity is not and will not be generated in violation of patents or exclusive rights, guaranteeing to the Principal the freedom and lawfulness of use and trade of said activity.

Furthermore, the Contractor undertakes to hold the Principal harmless from any claim or demand by third parties for violation of trademarks, patents, know-how or other industrial property rights.

ARTICLE 33 JURISDICTION AND ARBITRATION

The Order will be governed by and construed in all respects according to Italian law, except for what is expressly provided for in these General Terms and Conditions of Contract or in the Special Terms and Conditions.

All disputes arising from the Order will be settled by arbitration under the Rules of the Arbitration Chamber of Genoa.

The Arbitration Tribunal shall be made up of a board of three arbitrators, two of whom shall be appointed by each party and the third, acting as Chairperson, by common consent of the two arbitrators already appointed or, in the absence of agreement, by the Arbitration Chamber.

The language for Arbitration shall be Italian. The location of Arbitration shall be Genoa.

ARTICLE 34 ADMINISTRATIVE LIABILITY - EXPRESS TERMINATION CLAUSE PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/2001

The Contractor declares that it is familiar with the contents of Italian Legislative Decree no. 231 of 8th June 2001, as amended, and commits itself to refrain from any conduct that may constitute an offence under the said Decree and undertakes to comply with the principles contained in the Principal's Code of Ethics published on the company website <https://iplom.it/en/>, which it declares to have read in full.

Failure on the part of the Contractor to comply with this obligation shall be considered by the Parties as a serious breach and grounds for termination of the contract pursuant to Article 1456 of the Italian Civil Code; it shall entitle the Principal to terminate the contract with immediate effect and to demand full compensation for damages suffered.

No Contractor and no external professional shall be authorised to assume obligations on behalf of the Principal without the Principal's prior authorisation or commission.

Approved by:

Principal

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JPLOM

Iplom S.p.A.
Via Carlo Navone, 3B
16012 Busalla (Genoa - Italy)

19/12/2022
Representative

Read, accepted and signed

Contractor

(date, stamp and signature)

Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the clauses under the articles below are specifically approved:

1 – 2 – 3 – 4 – 5 – 6 – 9 – 10 – 14 – 15 – 16 – 17 – 19 – 20 – 21 – 23 – 24 – 26 – 27 – 28 – 30 – 31 – 32 – 33 – 34

Signed by:

Contractor

(date, stamp and signature)