



ERG GROUP

GENERAL SPECIFICATIONS FOR THE TENDERING OF WORKS

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1. SCOPE OF APPLICATION OF THE GENERAL SPECIFICATIONS

- 1.1. The present General Specifications for the tendering of Works (hereinafter, the “**Specifications**”) apply to each contract that ERG S.p.A., or another company directly or indirectly controlled by the same, enters into, in its capacity as client (hereinafter, the “**Client**”), with a third-party (the “**Contractor**”) for the performance of projects and/or the carrying out of works of any type or nature (hereinafter, the “**Works**”). The Specifications, together with the special terms and conditions and the other specific documents regarding the Works and indicated therein (including, to list only some of the possible examples, the order, the technical specifications, the fee/price schedules, the timeline for the activities and the design documents) (the “**Special T&Cs**”), constitute a full and integral part of the contractual relationship between the Client and the Contractor (the “**Contract**”).
- 1.2. The provisions of the Specifications are applied in full, unless provided otherwise in the Special T&Cs. In the event of discrepancies, the provisions of the Special T&Cs shall take precedence over those of the present Specifications.
- 1.3. By signing the Contract, the Contractor declares that it has examined and accepted in full, and unconditionally, the contents of the present Specifications.

2. DEFINITIONS

Whenever the following terms are used in the present Specifications, they shall have the meanings indicated below:

- a) “**Worksite Manager**”: means the person who, being in possession of the necessary experience and professional qualifications, is assigned to represent the Contractor when the Contractor’s Representative is absent, as specified under art. 6;
- b) “**Design Coordinator**”: means the person assigned by the Client or by the Project Manager, to carry out the tasks referred to under article 91 of Legislative Decree no. 81/08, in the case of projects falling within the field of application of Title IV of Legislative Decree 81/08;
- c) “**Work Coordinator**”: means the person assigned by the Client or by the Project Manager to carry out the tasks referred to under article 92 of Legislative Decree no. 81/08, in the case of projects falling within the field of application of Title IV of Legislative Decree no. 81/08;
- d) “**Project Director**”: means the person assigned by the Client, for works and projects falling within the field of application of Presidential Decree no. 380/01, being in possession of the technical-professional skills needed to carry out the assignment in compliance with the legal provisions currently in force;
- e) “**ERG Group**”: means all the companies directly or indirectly controlled by ERG S.p.A.;
- f) “**Final Design**”: means the design drawn up on the basis of the instructions and recommendations found in the Preliminary Design, containing all the elements needed to procure permits, along with all the other authorisations required, along with assessments of zoning compliance and any other equivalent act; it is understood that the Final Design lays out the key features of the Executive Design;
- g) “**Executive Design**”: represents the detailed engineering of all the works included under the previous phases of design in every detail, so that it represents the most technically refined phase of the entire design process; it is understood that the only elements excluded from the Executive Design are the worksite design and the related provisional works;
- h) “**Preliminary Design**”: means the design that determines the profiles and the most meaning features of the work-ups for the subsequent levels of design;
- i) “**Client’s Representative**”: means the person assigned to represent the Client, as specified under

clause 5;

- j) “**Project Manager**”: means the person who, being in possession of the necessary technical-professional skills, as provided for under Legislative Decree no. 81/08, can be appointed by the Client, at the discretion of the latter, in the case of projects that fall within the field of application of Title IV of Legislative Decree no. 81/08.

3. WORKPLACE SAFETY, ENVIRONMENT PROTECTION, DATA SECURITY

- 3.1 The Contractor undertakes to comply, and to ensure that all its employees, as well as any other individuals whom it engages for the performance of the Contract, also comply, with all the laws and regulations currently in force with regard to environment, health and safety, prevention of accidents at the workplace and hygiene at the workplace, including the provisions of the Document “HSE Specifications – Health, Safety and the Environment”, handed over separately, as well as all rules and regulations currently governing information security and personal data protection.
- 3.2 The Contractor, therefore, undertakes to scrupulously comply with all the laws and regulations currently in force, as well as with all the specific rules currently in force within the production plants, storage facilities and offices of the Client, all of which the Contractor declares that it has knowledge of, having received the relevant information and documentation from the Client itself.
- 3.3 The Contractor declares that it has already visited the areas where the Works are to be performed, and that it is fully informed and aware of the risks inherently presented by the workplaces involved in the tender, having received from the Client all the necessary information on the aforementioned risks and the measures of prevention and emergency response adopted by the Client itself.
- 3.4 The Contractor also undertakes to inform its personnel of the contents of the aforementioned documents.
- 3.5 The Contractor further represents and warrants that it has assessed the subject matter of the Contract, on the basis, among other things, of its own consolidated experience, and with reference to the documentation sent to it by the Client.
- 3.6 The Contractor declares that it has taken into account, in formulating the compensation for the bid of the Works, and for the activities covered by the Contract in general, all the information received from the Client, as well as the current status of the sites, and so it waives, from this point forward, any additional compensation or indemnification, taking upon itself all resulting expenses and risks.
- 3.7 The Contractor undertakes not to perform at the worksite, for any reason whatsoever, either on its own behalf or for others, works different from those assigned to it by the Client.
- 3.8 The Contractor represents and warrants that it holds the authorisations and licenses required to carry out the activities under the Contract, apart from those expressly identified as being the responsibility of the Client under the applicable statutes and regulations.

4. DESIGN

- 4.1 The Works shall be illustrated using documents related to “preliminary” and/or “final” and/or “executive” design levels, drawn up by the Client (or as agreed on contractually) for the purpose of identifying type, extent and features of the works to be executed.
- 4.2 As a rule, the purpose of these documents shall be to indicate the general layout, the arrangement and the extent of the works.
- 4.3 The Contractor may draw up, under its own responsibility and at its own expense, through an engineer of its choosing who is properly entered on the official professional rolls (“albo”), in-depth technical design documents should the Contractor deem this necessary to optimise its own evaluation of the work activities indicated in the documentation provided by the Client.
- 4.4 If requested by the Client, the Contractor shall draw up, under its own responsibility and at its own expense, through an engineer of its choosing who is properly entered on the official professional

rolls, the Final Design and the Executive Design of the Projects, complete with calculations of the load-bearing structures, including those made of reinforced concrete and metal, plus the description, sizing and quality controls of the machinery and/or electrical equipment that falls within the scope of the supply, based on the Preliminary Design provided by the Client. The Client, nevertheless, has the option, at its sole and binding discretion, of arranging for technical experts of its choosing to draw up the aforementioned Executive Design, without this in any way entitling the Contractor to request the payment of extra costs. Such Executive Design shall be signed by the Contractor, in confirmation of its acceptance of the same, also so that the Contractor can file the structural plan with the competent offices (Civil Engineering, Technical Services etc.), as per the relevant regulatory requirements.

- 4.5 The Contractor shall always be required to report any works done in reinforced concrete and with metallic structures to the competent offices, under the procedures and deadlines provided for by law, keeping at the worksite the documents, samples of concrete cubes and metal reinforcements, as well as other materials, all as provided for under the laws currently governing such matters.
- 4.6 The Contractor shall be required to manage the quality-control process, applying the established standards in the fields of civil construction, mechanics (machinery) and electrical operations.
- 4.7 The Contractor shall also, under its own responsibility and at its own expense, draw up all the documentation on the Works – both prior to the commencement of the Works (including but not limited to, the certificates for working equipment, certificates for the central compliance of the cement mixing, approval of the quarries etc.) and while they are underway (including but not limited to, tests on the materials utilised) – which shall be presented to the Contractor’s Representative, as well as to the Client, based on the contractual procedures and in accordance with the instructions that will be provided by the Client.
- 4.8 The Contractor shall provide, under its own responsibility and at its own expense, any additional documentation that the Client may request to the Contractor’s Representative.
- 4.9 Should the Contract provide for the Contractor to produce the documentation concerning the Executive Design, then the related documents shall be sent to the Client prior to the commencement of the Works, for approval of the latter, though the Contractor shall remain fully responsible for the documentation.
- 4.10 The same rule shall also apply to any modification and variation in the Executive Design requested by the Client while the Works are “in progress”.
- 4.11 Upon conclusion of the Works, the Contractor shall provide the Client, without receiving any additional compensation, with all the updated, detailed drawings for the works carried out, made in a format that can be reproduced, which shall remain the property of the Client (“As-Built”).
- 4.12 The Contractor shall assess and control the plans, the calculations, the drawings and any other technical document produced by the Client, assuming, as a result, the related responsibilities. Should the Contractor fail to communicate its observations or objections to the Client, doing so in writing and prior to the commencement of the Works, then the aforementioned documents shall be deemed to have been approved and accepted by the Contractor.
- 4.13 The Contractor shall also be required to perform the Works in accordance with the best techniques, the highest professional standards and the industry’s best practices, using only top-quality materials.
- 4.14 In the case of civil-engineering works or of works regarding structures, the Contractor undertakes to determine the load capacity of the foundation terrain, producing, at the request of the Client, all the certificates for the surveys and trials carried out; in calculating the structures, the Contractor shall take into account, as a rough indication of only some of the possible factors, not only the weight of

the structures themselves, but also that of any fixed, accidental or mobile load indicated by the Client.

- 4.15 The Contractor is also required to determine if there are any discrepancies between the documents and drawings provided by the Client, on the one hand, and the applicable provisions of law, on the other, and immediately notify the Client, which will take care of the necessary modifications.

5. CLIENT'S REPRESENTATIVE

- 5.1 The Client may identify an individual in charge of managing the contract (hereinafter, the “**Client's Representative**”) as its liaison for the purposes of the Contract.
- 5.2 The Client's Representative may, in turn, designate an on-site Client's Representative. The names of these persons shall be communicated to the Contractor prior to the commencement of the Works.
- 5.3 The Client's Representative may:
- maintain exchanges with the Contractor regarding technical matters related to the performance of the Contract;
 - provide the Contractor with instructions for the proper performance of the Works and, more in general, for all the activities covered by the Contract;
 - control and certify the quality and quantity of the materials and resources employed, as well as the progress made on the Works, ensuring that they are performed according to the highest professional standards;
 - report faults and deformities in the Works, delays in performance of the same and any other shortcoming observed, initiating procedures of non-conformity in accordance with the relevant provisions of the Contract;
 - together with the Contractor, identify the activities carried out and assess the accounting records for the Works.
- 5.4 All requests regarding the work to be carried out or any other issue that may arise should be sent by the Worksite Manager and/or the Contractor's Representative to the Client's Representative or the Client's Representative on-site.
- 5.5 The Contractor's personnel shall have no relations with the Client's employees.
- 5.6 The Client's Representative (or his/her substitute), in order to perform the controls required to carry out his/her activities, shall have access to the working areas at the times and with the frequency that he/she deems necessary.
- 5.7 The Client's Representative is entitled to formally request, for a justified reason, that any staff member or employee of the Contractor, or of any subcontractors, be removed from the worksite.
- 5.8 Under no circumstances shall the Client's Representative, or any substitutes of the same, be entitled to agree to, and/or to make, any type of modifications or additions to the Contract.

- 5.9 In carrying out his/her assigned tasks, the Client's Representative shall bear no responsibility whatsoever towards the Contractor, nor towards any third party, for any event or damage that could occur in the course of, or on the occasion of, or as the result of, the performance of the Works.
- 5.10 The assigned tasks of the Client's Representative do not include any activities involving the management of the worksite or the supervision of the workers and of the materials utilised in carrying out the Works, all of which are tasks that shall and must remain the exclusive concern and responsibility of the Contractor.
- 5.11 The Client shall be entitled to appoint, when provided for under the current statutes and regulations (e.g. Title IV of Legislative Decree 81/08), a Project Manager who shall have the obligations and responsibilities referred to in the above measures.

6. THE CONTRACTOR'S REPRESENTATIVE

- 6.1 The Contractor shall appoint to manage the Works, under its own responsibility and at its expense, an individual possessing the necessary professional skills and qualifications required under applicable law, who meets with the approval of the Client and may carry out the functions of project director (the "**Contractor's Representative**").
- 6.2 The name of this person shall be communicated to the Client by the Contractor in writing.
- 6.3 Should the Contractor, in light of the nature of the Works, hold that it is not necessary for the Contractor's Representative to be continuously present at the worksite, then the Contractor shall also appoint, under its own responsibility and at its own expense, another expert, professionally qualified individual (the "**Worksite Manager**"), who shall always be present at the sites of the Works, throughout their duration.
- 6.4 When the Contractor's Representative is not present, the Worksite Manager shall represent the Contractor, meaning that the Client may send to the Worksite Manager all communications regarding the Works referred to under the Contract, when such communications should prove necessary. The name of this person shall be communicated by the Contractor to the Client in writing.

7. COSTS TO BE BORNE BY THE CONTRACTOR

- 7.1 In addition to what provided under the other clauses of these Specifications and under the Special T&Cs, the Contractor shall be fully responsible for, and bear all expenses resulting from, the following, non-exhaustive, list of tasks and costs::
- a) the work of its own technical and administrative personnel, as well as that of specialised and common workers, involving the management and performance of the Works;
 - b) the procurement of the equipment and tools used in carrying out the measurements, plotting operations and performance tests;
 - c) the costs of the insurances required under applicable law as well as the wages and benefit contributions for all the personnel;
 - d) the duties, taxes, licenses and fees connected with the Contract and levied by government authorities and/or other authorities with jurisdiction over the Contract;
 - e) expenses for travel, local transport, trips and meals and accommodation for personnel;
 - f) consumable and recurring materials, accessories for assembly and installation, working equipment and scaffolding, protective and safety clothing, individual protective equipment and, in general, any and all equipment and materials for the performance of the works, all in accordance with the relevant legal standards and statutes, as well as the internal regulations of the Client's facilities, production plants, warehouses or offices;
 - g) ordinary and extraordinary maintenance of its own working materials and equipment, as well as their repair and the supply of consumables (fuel, lubricants etc.);
 - h) expenses for the transport, insurance, surveillance and custody of the materials, equipment,

sheds and vehicles required for the performance of the Works, with it being understood that the Contractor relieves and indemnifies the Client of any responsibility in the event of theft, fire or damage;

- i) the pick-up, under its own responsibility and at its own expense and risk, at the delivery points of the plants, production facilities, storage facilities or offices of the Client, as well as subsequent movement within the worksite and the service areas, plus transport and unloading to the point of installation or assembly, of all the materials supplied by the Contractor and by the Client, as well as the surveillance and custody of the same, both day and night;
- j) the return to the collection points indicated by the Client of materials in excess;
- k) the collection, transport and disposal, in accordance with the laws currently governing such matters, of waste and debris generated by the Contractor's activities, such as, to list only some of the possible examples, the scrap produced by handling of working materials (pieces of insulating materials cut away and/or the remains of sheet metal used for insulating activities), empty containers of paint, varnish and similar materials;
- l) the installation of sheds, workshops e provisional worksite constructions, in accordance with the provisions of the statutes and regulations currently in force, as well as the disassembly of the same, along with the clearance and the cleaning of worksite or the service area, including the restoration of the areas to their original state, all at the request of the Client, to which no objections can be raised, and within the deadlines set by the Client; it is understood that, should the Contractor fail to meet the above requirements, then the Client will carry them out itself, charging the related expenses to the Contractor while retaining the right to obtain compensation for damages.
- m) the use of its own electric generator units, and of any other operating equipment with heat engine, without any additional expenses being charged to the Client, in the event of suspension of the supply of electric energy;
- n) water and electricity hook-ups at the supply points indicated by the Client, with connection up to the various points of use, and with the further specification that the primary switches must be the property of the Contractor and must present the proper characteristics;
- o) any telephone service hook-up needed for the worksite, plus payment of the resulting fees;
- p) the supply of drinking water, plus any other service for its own personnel, including bathroom and sanitary services;
- q) the protection with suitable devices of any machinery, equipment, materials etc. that could be exposed to damage during the Works;
- r) any protective measures that prove necessary, due to the fact that plants, piping, storage tanks and/or other elements are found in the immediate vicinity, or because other works are being carried out at the same time;
- s) emergency medical assistance, as well as subsequent care, plus any expenses from hospital care received by its own personnel in the event of injury and/or illness;
- t) the updating of construction designs, due to modifications made during the Works;
- u) signage and labelling of situations of danger, both during the day and at night;
- v) any activities required to ensure that none of the works already installed deteriorates and that all such works remain in good working order, undamaged and clean, until they are completed and delivered to the Client;
- w) the daily cleaning of the worksite and service areas, during the period in which the Works are performed, as well as the removal of temporary hindrances and/or the shifting of worksites, in response to a simple request by the Client, which shall not be subject to contestation, it being understood that, should the Contractor fail to do so, the Client shall handle such activities on its own, charging the Contractor for any expenses sustained, and without prejudice to the Client right to compensation for damages.

7.2 As the Contractor will be operating in areas where other works/services may be performed by the Client and/or by third parties, either at the same time or at subsequent points in time, the Contractor:

- (i) undertakes to determine, prior to initiating the Works, that the conditions of the areas allow the safest performance of the works;
- (ii) further undertakes to constantly maintain and hand over to other contractors and/or the Client the working areas in conditions of absolute safety;
- (iii) undertakes, from this point forward, to indemnify and hold the Client harmless with regard to any and all liabilities in connection with the undertakings mentioned above;
- (iv) undertakes to comply with the provisions included, as they prove relevant to the case at hand, in the Document of assessment of interferences' risks ("Documento valutazione rischi da

interferenze” – “DUVRI”), which must be attached to the Special T&Cs, or in the Safety and Coordination Plan, as provided for under the “HSE Specifications – Health, Safety and the Environment”, handed over separately.

- 7.3 Difficulties of any type arising from the simultaneous performance of other works/services by third parties and/or by the Client shall not entitle the Contractor either to request additional compensation or to postpone the deadlines for the completion of the Works.
- 7.4 The Contractor shall also be responsible for any other expense, even those not expressly indicated herein, that should prove necessary for performing and completing the Works in conditions of absolute safety, according to the highest professional standards and in accordance with the provisions of the Contract.

8. PROVISIONAL INSTALLATIONS

- 8.1 With reference to the provisional installations referred to under clause 7 of the present Specifications, the Client shall be entitled, at its own sole and binding judgment, to make available to the Contractor, following the execution of a specific loan for use agreement, the areas needed for the Contractor's worksite activities. The Contractor is subsequently required to allow the Client to access such areas at any point in time, for the performance of any auditing by the Client.

9. EQUIPMENT AND MACHINERY FOR THE PERFORMANCE OF THE WORKS

- 9.1 The use of any tool, equipment or piece of machinery by the Contractor shall be made at the full and total risk of the latter. Furthermore, the Contractor shall always be required to control, both before and after use, that the tools, equipment or machinery in question satisfy all the standards and requirements currently in force, and especially those provided for under Legislative Decree 81/08. As a rule, the Client shall not supply tools, equipment or machinery to the Contractor. In the event that, with the authorisation of the Client, the Contractor uses work devices or equipment supplied by the Client on an exceptional basis, then their use shall be subject to the same requirements indicated above.
- 9.2 The Contractor expressly agrees that, should it sustain losses, malfunctions and/or damage of any kind while performing the Works, for any reason not attributable to the Client, then it shall not be entitled to receive any indemnity from the Client.
- 9.3 As a result, the Contractor shall bear all risks and expenses resulting from losses, malfunctions or damage to the Works, either in progress or completed, as well as to working devices, materials and equipment.

10. OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

- 10.1 The Contractor declares that the activities shall be performed by way of its own independent business organisation, managed at its own risk, through the use of its own capital and equipment, and with personnel under its employ, properly hired, paid and insured. With regard to what is specified above, the Contractor, in performing the activities, shall assume all responsibilities towards the Client, as well as towards public authorities and third parties, indemnifying and keeping the Client harmless from all responsibilities, costs and expenses of any type resulting from the performance of the activities in question.
- 10.2 As regards the Works carried out at production plants, storage facilities and offices, the Contractor shall not be allowed to perform them unless the Client has issued a specific work permit whose every portion has been duly signed by the personnel of the Client, and of the Contractor itself, who are authorised to do so.
- 10.3 For all electrical work, as defined under standard 11-27/4 of the Italian Electrical Commission, the personnel employed must meet the prerequisites contemplated under the standard, and specifically each individual worker must be trained and declared by the employer to be an Expert Worker, an Informed Worker or a Common Worker, or a worker assigned to oversee working activities (Work

- Supervisor). For Works to be carried out in the presence of live voltage, the employer must certify that each assigned worker is qualified to carry out the operations, based on the training procedures completed.
- 10.4 In the event that the Contractor, to carry out the activities covered by the Contract, needs to bring into an area owned by the Client hazardous substances or mixes, then the Contractor is required to request prior authorisation from the Client, having first presented the safety charts for the aforementioned substances or mixes.
 - 10.5 The Contractor undertakes to present to the Client, prior to the commencement of the Works, a document containing a risk assessment, drawn up in accordance with arts. 17 and 28 of Legislative Decree 81/08, for the specific activities that its personnel will perform inside the area owned by the Client, unless the Contractor is already required to draw up an Operational Safety Plan for each worksite.
 - 10.6 The Contractor undertakes, waiving, from this point forward, any additional compensation and/or indemnity, to comply with whatever instructions the Client may give to the Contractor from time to time, so as to avoid obstacles or disturbances in the proper performance of other works underway.
 - 10.7 The Contractor shall comply with all the provisions of the law, decrees and regulations currently in force. The Contractor specifically undertakes to comply with all the standards and regulations related to the laws currently governing work and social security, including, without limitation, the provisions of Legislative Decree 81/08 on the prevention of accidents at worksites, workplace hygiene and obligatory insurance against accidents at the worksites and work-related illnesses, as well as any other measure currently in force and which may be coming into play, at some point during the validity of the Contract, for the safeguarding of the workers. The Contractor undertakes to relive and indemnify the Client, as well as the other companies of the ERG Group, with regard to any claims that might be brought against the same by such workers, for any reason whatsoever. Furthermore, the Contractor undertakes to indemnify and hold the Client and the other companies of the ERG Group harmless in the event that the obligations set by the provisions of this clause 10 are not fulfilled and/or are not fulfilled properly. Should one of the Contractor's employees suffer an accident during the performance of the Works on the premises of the Client, then the Contractor shall immediately notify the Client of the fact, specifying the extent of the injury, the identifying information of the injured person and the details of how the accident occurred.
 - 10.8 The Contractor undertakes to provide its personnel with economic, regulatory and social-security treatment no less beneficial than the one provided for under the collective bargaining contracts currently in force, as well as any relevant supplements to the same, as well as to comply with all the remuneration, social security, contribution and fiscal obligations provided for under applicable law or those collective bargaining contracts and to indemnify and hold the Client, as well as the other companies of the ERG Group, harmless with regard to any claims that might be brought against the same by such workers in this regard.
 - 10.9 The Contractor shall outfit its personnel not only with the individual protective equipment needed for the performance of the Works, but also with whatever equipment may be required by the Client, based on the specific risk conditions of the plant and/or area in which the aforementioned personnel will be working.
 - 10.10 It is also understood that, under the Contract, no relationship of salaried employment is established between the Client and the personnel of the Contractor, and/or the personnel or any subcontractors used in the performance of the Works.
 - 10.11 The Contractor shall be held responsible for all damages to individuals or goods caused to the Client or third parties due to the failure of the Contractor to properly fulfil its contractual obligations.

- 10.12 The Contractor is prohibited from employing minors as workers engaged in any of the activities indicated under Legislative Decree 262/2000 which could potentially expose workers to specific risks and which, therefore, require a well-established experience on the part of the workers (e.g. welding, work at heights, the assembly/disassembly of scaffolding, confined spaces).
- 10.13 The Contractor undertakes to allow the Client to carry out controls of the personnel employed by the Contractor.
- 10.14 The Contractor shall perform all the activities covered by the Contract in full compliance with all laws and regulations currently in force, including the laws/measures governing the employment of personnel with proper foreign resident work permits and the proper handling and disposal of waste.
- 10.15 The Contractor shall operate in such a way that all the notes (invoices, debits, credits, financial summaries etc.) sent to the Client, as provided for under the Contract, suitably reflect the facts related to the activities and operations performed on behalf of the Client, so as to allow the Client to carry out any registration or documentation in a complete and accurate manner.
- 10.16 The Contractor undertakes to keep always on site the works journal, daily updated with respect to their progress and specifically indicating:
- (i) a description of the Works performed;
 - (ii) workers and equipment present at the worksite;
 - (iii) weather conditions;
 - (iv) accidents and any resulting damage;
 - (v) suspensions and resumptions of the Works, specifying the period and the reason;
 - (vi) any complaints and/or objections raised by the parties.
- The works journal must be submitted for examination by officials of the Client, in response to a simple request on their part.
- 10.17 Under all circumstances, the Contractor undertakes to indemnify and hold the Client and the companies of the ERG Group harmless in the event that the obligations set by the provisions of the present clause are not fulfilled or are not properly fulfilled.

11. RESPONSIBILITIES OF THE CLIENT

- 11.1 Unless otherwise provided under the Special T&Cs, the Client shall be responsible for the following procedures, should they prove necessary for the performance of the Works covered by the Contract:
- (i) making available an area for the set-up of a worksite, if needed, as per the provisions of art. 8 of the present Specifications;
 - (ii) making available a supply of water for industrial purposes, in keeping with the needs of the Client, from the point where the nearest outlet is found;
 - (iii) making available electric energy for both motor force and lights, to be supplied from the nearest outlet.
- No limitations and/or suspensions of the supply shall entitle the Contractor to request additional compensation and/or indemnities.

12. CORRESPONDENCE OF THE WORKS TO THE CONTRACTUAL DOCUMENTS – TAKING-OVER – PERFORMANCE TESTS

- 12.1 The Works shall be carried out in accordance with the highest professional standards and the contractual documents, and in absolute compliance with any applicable provisions of law, decrees and regulations in force at the time of their carrying out.
- 12.2 The Client shall approve, when the relevant need arises, procedures of technical implementation for any works or activities that were not fully defined in the contractual documents, as well as any additional work and/or modifications, but without assuming in any event any sort of responsibility nor relieving the Contractor of its responsibilities.
- 12.3 The Client reserves the right to make written communication of any other technical instructions while the carrying out of the Works is underway.
- 12.4 Once the Works have been completed, the Client and the Contractor, each with the right of rebuttal, shall carry out any test, control and observation needed to determine whether the Works have been performed and completed in accordance with the contractual documents and they are ready to be taken over by the Client, with the possibility to use them.
- 12.5 Should the outcome of the tests, controls and observations be positive, then the “Report of the Take-Over of the Works” shall be written up and signed by both parties. Otherwise, the Contractor shall, in response to the first, simple request from Client, demolish and/or redo, under the responsibility and at the expense of the Contractor itself, and in accordance with the terms and conditions requested by the Client, whatever the latter holds not to have been carried out in keeping with the highest professional standards and/or in accordance with the contractual documents.
- 12.6 Should the Contractor fail to do what is required above, the Client may take care of the matter by itself, or it may assign the task to third parties. In any event, the Contractor shall be responsible for all the resulting expenses, with the Client also being entitled to receive compensation for damages, including consequential damages resulting from the delayed utilisation of the works covered by the Contract.
- 12.7 The guarantee period referred to under art. 13 shall go into effect from the moment of the signing of the "report of the take-over of the works". Title to the works shall pass to the Client on the date of the signing of the works or, if stipulated otherwise, as called for under the Special T&Cs. Despite the transfer of the title, all the risks of – to indicate only some of the possibilities - loss, damage etc. shall continue to be borne by the Contractor, and shall pass to the Client solely after issue of the certificate of the functional performance testing.
- 12.8 The take-over of the works by the Client shall in no way release the Contractor from its responsibility for any negative results of the performance tests, with the Client remaining entitled to formulate the broadest possible reserves regarding the suitability of the works for the purposes for which they were carried out, the quality of execution and the excellence and suitability of the materials used by the Contractor: reserves that shall be dismissed only once the performance tests referred to in the following paragraph has produced a positive outcome.
- 12.9 The performance tests shall be carried out by the Client, by its delegated representatives or, when necessary, by a third-party selected by the Client and without ties to the parties. The performance testing may include two distinct groups of operations to be carried out at different points in time:
- i) the preliminary trials;
 - ii) the final inspection and performance testing of the works, carried out under the contractual provisions.

- In both the preliminary trials and the final performance testing, the program and related schedule shall be set by the performance tester.
- 12.10 The Contractor shall provide adequate technical assistance during the performance-testing operations, supplying all the necessary equipment and instruments, as well as the required technical personnel, bearing all the resulting expenses, including energy and fuel consumption.
- 12.11 The Client may supply, at the existing outlets, only the water that proves necessary and shall bear any compensation to be given to the performance tester.
- 12.12 Should the result of the performance test not be favourable, the Contractor shall be granted the period of time that the performance tester deemed appropriate to remedy the shortcomings observed. A second performance-test inspection shall then be carried out, with the Contractor being completely responsible for all the expenses. Should the result of the second performance test also be unfavourable, then the Client shall be entitled to terminate the Contract, as per the provisions and effects of art. 1456 of the Italian Civil Code.
- 12.13 The favourable opinion of the performance tester shall be the only determining factor for the release of the amounts withheld as a guarantee, with the release occurring only following favourable performance testing of all the tendered Works.
- 12.14 The signing of the performance-test certificate by the performance tester shall also certify acceptance of the Works by the Client.
- 12.15 It remains understood that the inspections, performance testing and acceptance of all the Works, taken as a whole, do not release the Contractor either from its obligations towards the Client nor from any civil or criminal liability (for materials, assembly, mechanical or functional guarantees) placed upon it under applicable law.

13. GUARANTEES

- 13.1 The Contractor warrants that the Works shall meet the purpose for which they are planned, and that they shall be carried out according to the highest professional standards, in compliance with the contractual specifications and that they shall be free of faults and defects, including hidden ones.
- 13.2 The Contractor also warrants that the materials to be supplied by it for the performance of the Works shall be of the utmost quality, free of faults and defects, including hidden ones, and with characteristics suitable for the performance of the Works.
- 13.3 The guarantee period shall last for 18 (eighteen) months from the date of the take-over of the Works, unless a different period of time is agreed under the Special T&Cs, and without prejudice to the applicability of the provisions of art. 1669 of the Italian Civil Code.
- 13.4 During the guarantee period, the Contractor shall be required, at its own expense, to repair, modify and/or replace in timely fashion, upon simple written request from the Client, whatever parts should be found defective due to faulty materials or imperfect execution, or which should otherwise fail to meet the stipulated prerequisites of functional performance and/or guarantee, without the Client having to observe any deadlines for the notification of such defects.
- 13.5 Should the Contractor fail to satisfy in timely fashion the requests of the Client referred to in the preceding paragraph, or fail to do so within whatever deadline is given to the Contractor, then the Client may arrange for the Works to be performed by third parties, charging the resulting expenses to the Contractor, while also retaining the right to seek compensation for damages, including those occasioned by delayed use of the works covered by the Contract.

- 13.6 In the case of repaired, modified and/or replaced parts, the guarantee shall be understood to be automatically renewed for the same initial period, starting from the date on which the work is done to resolve the problem.

14. VARIATIONS IN THE WORKS

- 14.1 Within the deadlines for the completion of the Works, as set under the Special T&Cs, and/or prior to the take-over of the Works, the Client shall be entitled to request, and the Contractor shall be obliged to carry out, any and all types of variations in the Works.
- 14.2 Following a request for a variation, the Contractor shall prepare, and shall promptly send to the Client's Representative, a detailed estimate of any increase or decrease in the amount of the compensation for the tender, in order to perform the variation requested, basing the estimate on any price schedules included as annexes to the Contract. After the Client and the Contractor have reached an agreement on the size of the increase or decrease in the value of the compensation, as a result of the variation, the variation itself shall be validated by amending the Contract accordingly.
- 14.3 Only variations resulting from written amendments to the Contract (i.e. variation of the order) shall be recognised as valid.
- 14.4 If such amendments to the Contract do not provide for variations to the deadlines for the completion of the Works, then it shall be understood that the variations are to be carried out by the deadlines originally assigned for the completion of the entire project.
- 14.5 Notwithstanding the above provisions, the Contractor shall be required to carry out variations in the Works requested by the Client even when no agreement is reached on the extent of the increase or decrease in the value of the compensation as a result of the variation.
- 14.6 The Contractor shall be obliged also to implement whatever variations are requested by the Client because they prove necessary and unavoidable for the performance of the Works in accordance with the highest professional standards, having been occasioned by unforeseen events that occurred during the performance of the Contract and that are capable of affecting the characteristics of the Works.
- 14.7 The Contractor may request the Client to implement those variations that the Contractor believes should be made in the Works. To this end, the Contractor shall prepare and promptly submit to the Client's Representative a detailed estimate of any increase or decrease in the amount of the value of the project required to perform the variation requested. The Contractor may not proceed with the performance of the variation without the written consent of the Client.
- 14.8 With regard to the provisions of the present clause, the Contractor irrevocably declares that it waives any and all of its rights under arts. 1660, 1661, 1664 and 1467 of the Italian Civil Code.

15. MATERIALS SUPPLIED BY THE CONTRACTOR

- 15.1 The Contractor undertakes to constantly keep at the worksite storage facility, under conditions and according to procedures that allow the Client to carry out the most extensive controls, materials in sufficient quantities so as to guarantee the continuity of the performance of the Works.
- 15.2 Any delays in the availability of materials to be supplied by the Contractor shall not entitle the Contractor to request postponements of the contractual deadlines to hand over the Works.

- 15.3 At any point in time, the Client may reject materials that are unsuitable and/or that, for any reason whatsoever, do not satisfy the provisions of the Contract. In such cases, the Contractor shall replace the materials under its own responsibility and at its own expense.
- 15.4 Should the Contractor fail to meet the above obligation within the deadline set by the Client, then the latter may replace the materials itself, charging the resulting expenses to the Contractor, which shall also remain responsible for any damage that may be occasioned by the removal or by the replacement.
- 15.5 Should the Contractor utilise materials in quantities, or at levels of quality, in excess of what is called for, or do work that is more accurate than required, then this shall not entitle the Contractor to any price increase, as the metric calculation shall be carried out as if the materials and the works presented the dimensions and the level of quality provided for in the Contract.
- 15.6 The Client shall be entitled to perform any test it holds to be necessary to establish the suitability of the materials.

16. MATERIALS SUPPLIED BY THE CLIENT

- 16.1 All the materials and equipment made available by the Client shall be taken under consignment by the Contractor at the storage facilities or deposits of the Clients, or from railway cars or trucks, depending on the procedures provided for by the Client itself.
- 16.2 The Contractor, at the time it takes under consignment materials and equipment supplied by the Client, is required to confirm that they are in perfect condition, immediately reporting to the Client any defects observed, and assuming, from that moment forward, the responsibility for any defects may subsequently be discovered.
- 16.3 The Contractor shall be responsible for meeting the obligations arising from the decrees regarding VAT, manifests (“nota di carico”) and direct taxes (Presidential Decrees 633/72, 627/78, 472/1996 and 600/73), taking into account any modifications or additions regarding the registrations and documentation necessary for semi-finished goods received for working activities and for the moving and processing of the same.
- 16.4 No delays in the delivery of the materials supplied by the Client shall entitle the Contractor to request compensation other than that provided for in the Contract.
- 16.5 Should the Client make available to the Contractor, for the performance of the Works, materials whose dimensions and/or consistencies differ from those indicated in the contractual technical documentation, the Contractor shall not be entitled to any variations in the stipulated compensation, nor to any variations in the contractual terms of delivery.

17. COMPENSATION AND WORKS ACCOUNTING

- 17.1 The compensation for the performance of the Works can be determined as indicated below, based on what is defined under the Special T&Cs.
- 17.2 Works by measure

For the performance of Works whose compensation is calculated by measure, the Client shall recognise the amounts due based on the effective final measurements of the finished work or the type of activity necessary to carry out the work, in accordance with the unit prices found under the Special T&Cs.

17.3 Lump-sum Works

For Works whose compensation is calculated on a lump-sum basis, the Contractor declares that it has determined on its own, under its own responsibility and at its own risk, the quantities of the Works to be carried out (metric calculations, measurements, dimensions, weights etc.), together with any other figures or circumstances regarding the Works, all of which have been taken into account in determining the compensation.

17.4 Activities by unit of time

Should the Client instruct the Contractor to perform activities measured by unit of time, then the compensation for such activities shall be determined in accordance with the fee rates agreed to. These fee rates shall be valid for activities carried out during normal hours and on overtime, during the day and at night, on weekdays and on weekends and holidays, and they shall include any and all expenses for procurement of the equipment to be used, wages, insurance, social security and workmen's compensation benefits, bonuses, travel and trip allowances, small-scale expenses, social costs, travel expenses, profits and taxes and general expenses, and shall be deemed as full compensation of the activities carried out by the Contractor.

17.5 Leasing

Should the Client ask the Contractor to lease machinery and/or working equipment, then these leases shall be compensated on the basis of the fee rates agreed by the parties. Said rates shall be valid for activities carried out during normal working hours and on overtime, during the day and at night, on weekdays and on weekends and holidays, and they shall include any and all expenses that are necessary to make machinery and/or equipment available at the worksite, ready for use, with accessories plus whatever else is necessary for their maintenance and proper operation (lubricants, fuel, spare parts etc.), as well as the labour of mechanics and drivers, plus any aids for operation, constituting full compensation for the activities of the Contractor.

17.6 Accounting of the Works

The accounting of the works shall be based on the progress made and on the final state of the works carried out. The evaluation shall be performed with accounting records for the Works by measure and through the determination of percentages for the lump-sum Works, as completed up to the time of the issue of the progress report. For activities gauged by unit of time/leasing arrangements, the accounting shall be carried out using specific lists with descriptions of the works requested and authorised, the names, positions and hours worked of the individuals employed and/or details on the leased equipment utilised. The aforementioned documents shall be approved by the Client's Representative. Should the Contract be terminated, only the works that can be utilised by the Client shall be included in the accounting.

18. PAYMENTS

18.1 Unless otherwise provided under the Special T&Cs, payments shall be made by direct remittance at 60 (sixty) days from the end of the month in which the date of the invoice falls. No invoice may be issued unless the related work progress reports have been presented and properly approved by the Client.

18.2 The bank receiving the payments may not be located in a country other than the one in which the Contractor has established its registered office, which may also be a secondary office.

18.3 For the purpose of receiving the payments, the Contractor shall issue a self-declaration affidavit, as per Presidential Decree no. 445 of 28 December 2000, based on Circolare no. 40/E of 8 October 2012 and Circolare no. 2/E of 1 March 2013 issued by the tax authority, on the proper fulfilment of tax and social security obligations (withholding tax on the income of salaried employees), without which the payment cannot be made. More precisely, the Contractor shall declare, and will ensure

that each of its subcontractors, if any, also declares, that they have met all their obligations towards employees entitled to such treatment, and towards the State Treasury/Government Authorities, by: (i) paying employees' wages, plus the related quotas of severance pay and (ii) collecting and depositing the withholding taxes on income from salaried employment (IRPEF income tax, social security and welfare supplements and contributions), relevant to the invoices involving the activities performed as part of the project covered by the Contract.

The aforementioned declaration must be sent together with each invoice, along with a currently valid version of the Consolidated Document of Regular Payment of Taxes ("Documento Regolarità Contributiva – *DURC*"), in the absence of which the invoice shall not be paid.

19. DEADLINES FOR DELIVERY

- 19.1 Unless it has already been provided under the Special T&Cs, the Contractor undertakes to submit to the Client for its approval a time schedule suitable for ensuring completion of the works in compliance with the deadline for delivery set under the same Special T&Cs.
- 19.2 The time schedule approved by the Client shall be binding on the Contractor. The Client reserves the right to make modifications in the approved time schedule, based on the Client's needs, and also in the case the Works are underway, and the Contractor undertakes to accept the modifications, without this in any way giving the Contractor the right to postpone the deadline for delivery nor to obtain additional compensation or indemnities.
- 19.3 The Contractor acknowledges and agrees that complying with the time schedule is an essential element of the Contract. It follows that, for the entire duration of the Works, the Contractor shall maintain an adequate level of manpower, means and materials, to ensure completion of the works in full compliance with the schedule.
- 19.4 Should the Works be delayed, with respect to the timing provided for in the time schedule, then the Client shall be entitled to split off a portion of the Works and assign it to third parties, having first carried out a provisional performance test of the Works carried out by the Contractor up to that point. The outcome of this performance test must be positive, as otherwise the Client will not recognise proper fulfilment of the Works performed.
- 19.5 Any increased expense that the Client may sustain on account of the scenario described in the preceding paragraph shall be charged to the Contractor and deducted from the overall compensation of the Contract, but with the Client still being entitled to compensation for damages.

20. DELAYS ATTRIBUTABLE TO THE CLIENT

- 20.1 Any delays in the performance of the Work, or of a portion of the same, for causes attributable to the Client and detrimental to compliance with the deadlines for delivery, shall entitle the Contractor to an extension in the deadline for delivery equal to the number of days of the delay attributable to the Client, without ever taking into account any secondary effects.
- 20.2 Should the conditions for application of the above extension occur in the opinion of the Contractor, then the latter shall have 8 (eight) calendar days from the occurrence of the event, with failure to meet this deadline voiding any claim to the extension, to make written notice to the Client, which shall also express its opinion in writing.
- 20.3 In the event of total or partial acceptance by the Client of the reasons for the Contractor's request, the new deadlines for delivery shall be set in writing.
- 20.4 In relation to the content of the present clause, the Contractor shall not be entitled to either indemnities nor additional compensation from the Client.

21. DELAY – SUSPENSION OF THE WORKS AT THE REQUEST OF THE CLIENT

- 21.1 The Client shall be entitled to delay the commencement date of the Works. The Client is also entitled to order a total or partial suspension of the Works for any period of time it deems to be appropriate.
- 21.2 Under the scenarios contemplated above, the worksite shall remain fully prepared in terms of its equipment and materials, unless otherwise authorised in writing by the Client.

21.3 The Contractor shall be entitled to an extension of the deadline for the completion of the Works, equal to the period of delay or suspension, without taking into account secondary effects. The Contractor shall not be entitled to neither additional compensation nor to any type of reimbursement or indemnification.

22. STRIKES

22.1 Should there be a strike in which the Contractor's personnel takes part, then the Contractor shall ensure that its personnel immediately leave the worksites of the Client where the Works are being performed, though the Contractor shall still be responsible for any damage to people and/or goods that occurs subsequent to, or during the period of, the interruption of the activities, or on account of a failure to guard the worksite, or due to the abandonment of working devices and/or materials and/or equipment.

23. FORCE MAJEURE

23.1 The deadlines for the performance of the Works may be postponed for a period equal to the duration of any force majeure events, should they occur during the performance of the Contract. The only events considered to qualify as force majeure are accidental or exceptional occurrences that fall outside any possibility of control by the Contractor and that impede, in all or in part, the performance of the Works. To mention only some of the possible examples of force majeure, these can include: explosions, fires, natural disasters (e.g. flooding, earthquake), wars, revolutions and nationwide strikes, orders and/or acts issued by authorities with jurisdiction over the parties, with the exception of those issued following acts and/or omissions by a party, in violation of laws and/or regulations and/or applicable measures.

23.2 In terms of calculating an eventual extension of the deadlines for delivery, each day of the duration of the force majeure events shall result in an equal postponement of the deadlines for the completion of the Works, without ever taking into account any secondary effect.

23.3 The Contractor undertakes to immediately notify the Client, by means of a registered letter with return receipt and/or a fax and/or by certified e-mail ("PEC"), sent to the addresses indicated under the Special T&Cs, of the onset or the cessation of such events, complete with an estimate, where possible, of their duration.

23.4 Should the force majeure event persist for more than 30 (thirty) consecutive calendar days, the Client shall be entitled to withdraw from the Contract without anything being owed, under any title nor for any reason, to the Contractor.

23.5 Adverse weather conditions, such as snow, rain etc., shall not constitute a cause of force majeure.

23.6 Events due to causes of force majeure shall not entitle the Contractor to any indemnification nor to additional compensation, neither for the longer duration of the Works, nor for any loss of equipment, nor for any shutdown of the worksite, nor for any other reason whatsoever.

23.7 Delays in the performance of the Works are not considered to be force majeure events when they are due, for example, to:

- (i) shutdowns of worksites ordered by the competent authorities on account of failure on the part of the Contractor to observe safety measures;
- (ii) delays by the Contractor in procuring materials and/or services;
- (iii) delays on the part of subcontractors;
- (iv) strikes limited to the facilities and to the employees of the Contractor, or of any subcontractors, including small-scale conflicts and states of unrest, as well as participation by the Contractor's employees in strikes of any type that are not national or industry-wide.

- 23.8 In cases of force majeure, the Contractor shall be required to do whatever is necessary to reduce the damaging effects suffered by the Client as result of the force majeure event(s).

24. PENALTIES FOR DELAYED DELIVERY

- 24.1 Unless otherwise provided under the Special T&Cs, should the Contractor fail to meet the contractual deadlines for the completion of the Works, with respect to either the entire project or individual parts of the same, then it shall be subject to the penalties indicated in the Special T&Cs, without prejudice to the Client's right to compensation for any additional damage it should suffer on account of the delay.
- 24.2 Payment of the penalties shall be made by the Contractor upon first written demand by the Client, which shall also be entitled to withhold the amounts of the penalties from any sums owed to the Contractor or, as further option, to offset the penalties with the 10% of the amount of consideration for the tender withheld as a guarantee or enforce any warranty ("fideiussione") that might have been provided for under the Special T&Cs.
- 24.3 Should it occur that, for reasons attributable to the Contractor, the Works have not yet been completed by the end of the period of time corresponding to the maximum penalty contemplated, then the Client shall be entitled, at its sole and binding judgment, to terminate the Contract for breach on the part of the Contractor, as per the provisions and effects of article 1456 of the Italian Civil Code, by means of a simple written communication to the Contractor, to be sent in the form of a registered letter with return receipt, or via registered e-mail ("PEC"), to the address indicated in the Special T&Cs, and with the Client retaining the right not only to request payment of the penalties provided for under the Contract, but also to compensation for damages.

25. INVARIABILITY OF PRICES

- 25.1 Unless otherwise explicitly agreed, prices and fees set as compensation shall remain fixed and invariable, regardless of any type of circumstance that may arise, including unpredictable ones that may cause the activities of the Contractor to become excessively burdensome. It follows that the provisions of arts. 1467 and 1664 of the Italian Civil Code shall not apply.
- 25.2 Should the Special T&Cs explicitly contemplate a revision of the contractual prices, then the party that is seeking such revision shall communicate to the other party such request no more than 2 (two) months from the date on which the circumstances justifying the party's request for a revision arose, being understood that failure to meet this deadline by such party shall preclude such party from seeking such revision.
- 25.3 Requests for price revisions from the Contractor shall be communicated to the Client by sending a registered letter, and they must be accompanied by the official documentation necessary to demonstrate that a variation has occurred and to confirm its value.
- 25.4 Price revisions shall be granted only for the portion of Works not yet carried out at the time the variation occurred. The accounting documentation shall be the basis for identifying such.
- 25.5 Any extension of the contractual deadline for take-over of the Works, due to causes attributable to the Contractor or to force majeure events, shall not entail in itself any right for the Contractor to obtain any price revision, nor for anything else, for period of the relevant extension.
- 25.6 The accounting for the price revision, with respect to all the Works carried out under the Contract, shall be made once and upon completion of the Works.

26. INSURANCE

- 26.1 The Contractor shall be required to take out all insurance policies mandated by law for its activities, including:
- (i) a suitable insurance policy for all personal injuries, as well as for damage to the property of the Client and/or of third parties, caused by the movement and/or use of the vehicles employed;
 - (ii) an insurance policy that covers all construction risks, with a cap no lower than the compensation of the Contract, as regards damage to goods, including those of the Client, plus any and all risks arising from civil liability towards third parties, with an adequate cap, for damage to individuals and/or goods that may be caused during, or as a result of, the activities covered by the Contract.
- 26.2 The caps referred to in the preceding paragraph may not, under any circumstances, be lower than € 2,000,000.00 (two million euro) for civil liability for automobiles, nor lower than € 5,000,000.00 (five million euro) for civil liability towards third parties. For the purposes of coverage of civil liability towards third parties, the Client, the Contractor, third-party contractors and suppliers must all be considered “third parties” to one another under the policy.
- 26.3 The policies referred to under paragraphs 26.1 and 26.2 above shall provide for the coverage to be valid even in the event of gross negligence on the part of the insured party, or of gross negligence and/or wilful misconduct by its employees and/or individuals for whose actions the insured party is liable under the law. The policies in question shall also provide for the insurance company to waive any right to bring claims against the Client (or the administrative officers and/or employees of the same, and/or individuals for whose actions the Client is liable) as well as against the companies controlled by or affiliated with the Client. The policies shall also provide for that the insurance company to undertake not to pay out damages to the contracting party without prior consent of the Client, nor to proceed with any cancellations or suspensions of the coverage, nor for any early termination of the insurance contract, unless advance notice of at least 30 (thirty days) is given to the Client, sent by registered letter with return receipt.
- 26.4 The Client shall be entitled to examine the policies referred to in this clause at any point in time, as well as the documentation demonstrating that the related insurance premiums have been paid on time.
- 26.5 In addition to the obligations referred to in the above paragraphs, the Contractor shall assume all the risks inherent to the performance of the Works, undertaking to compensate any and all damages, none excluded, in the event that said damages were not eligible for compensation or would be compensated under the terms of the aforementioned policies.

27. CONFIDENTIALITY AND PERSONAL DATA PROCESSING

- 27.1 The Contractor undertakes not to disclose to third parties nor to use in any way, for any reason that is not closely related to the performance of the Works, any information, technical and otherwise, concerning the Client and/or the companies of the ERG Group, or procedures, designs, equipment, devices, machinery etc., which might be placed at its disposal by the Client (in paper form or otherwise), or which the Contractor comes to know of in some other way through the performance of the Works. Such confidential information, therefore, may not be copied or reproduced without the prior written consent of the Client. Finally, all confidential information made available during the performance of the Contract, including any copies of the same, shall be returned or destroyed in secure fashion upon completion of the Works, or at the request of the Client, unless the Contractor is required by law, or authorised by the Client, to retain this confidential information.

- 27.2 The obligation of confidentiality shall be binding on the Contractor for 2 (two) years after all obligations set under the Contract are fully completed, unless a longer period of confidentiality is set under applicable laws and regulations.
- 27.3 Should the present obligations of confidentiality not be observed, the Contractor shall compensate the Client for all damages suffered on account of the breach. It is understood that no obligation of confidentiality shall apply in case of information that, as of the date of disclosure has already been brought into the public domain or becomes in any way a matter of public knowledge.
- 27.4 The Contractor is also responsible towards the Client for precise compliance with the aforementioned obligations of confidentiality on the part of its employees, its subcontractors, its outside staff and the employees of these latter.
- 27.5 The Contractor acknowledges that the Client is the Titleholder (“Titolare”) to the processing of personal data carried out by means of the applications and procedures for which the Works covered by the present Contract shall be provided. The Client, therefore, retains sole and exclusive responsibility for determining the ends and procedures for the processing of personal data by the Client, and for determining that the aforementioned ends and procedures comply with the provisions of Legislative Decree 196/03.
- 27.6 As provided under Legislative Decree 196/03, the Contractor undertakes to notify the Client of the names of the Contractor’s personnel whom, if necessary, the Clients appoint as System Manager or as the individual responsible for the processing of personal data.
- 27.7 Should the procedures for the performance of the Works covered by the Contract call for the requirements referred to under Legislative Decree 196/03 to fall under the responsibility of the Contractor, then the latter shall undertake to provide the Client with evidence of the fact that these requirements have been met, especially as regards the identification of the figures indicated under the above mentioned provisions of law.

28. PROHIBITION AGAINST SUBCONTRACTING

- 28.1 The Contractor is prohibited from assigning to third parties the performance of any and all Works, with violations potentially leading to termination of the Contract, together with compensation of the Client for any and all damages and expenses. The Contractor is also prohibited from assigning to third parties the performance of a part of the Works, without prior written authorisation to do so from the Client, with violations potentially leading to termination of the Contract and compensation to the Client of any and all damages and expenses. In such cases, the subcontracting company is also prohibited from subcontracting, in its turn, that part of the Works.
- 28.2 The Client may, however, on an exceptional basis, authorise the subcontracting of specialised works. In such cases, the Contractor’s request to the Client for authorisation to subcontract to third parties a part of the Works shall be drawn up in writing at the time of the bid, clearly indicating the type and part or percentage quota of the Works involved, and it shall be accompanied by copies of the Chamber of Commerce records illustrating the ownership structure of the company, or companies, to which it is proposed that the aforementioned Works be subcontracted, with failure to do so resulting in rejection of the request.
- 28.3 Should the Client authorise the Contractor to subcontract part of the Works to third parties, the Contractor shall remain responsible towards the Client, for the perfect and proper performance of the Services, as well as for all obligations undertaken hereunder.
- 28.4 In the event of subcontracting, under the conditions and with the limitations specified above, the Contractor undertakes to ensure that the subcontractor honours, with respect to its employees, obligations and responsibilities corresponding to those that the Contractor has vis-à-vis the Client

that it would meet, especially with regard to the statutes and regulations governing safety and hygiene at the workplace, as well as insurance, benefit contributions and contractual regulations. The Contractor also undertakes to ensure that subcontractors undertake, for their part, not to subcontract the Works assigned to it, neither in all nor in part.

29. COMMUNICATIONS BETWEEN THE PARTIES

29.1 All communications between the Contractor and the Client regarding the Works and the Contract shall be made in writing to the addresses – including the certified electronic-mail address (“PEC”) – at which the parties elect their domiciles, as indicated under the Special T&Cs.

30. ADVERTISING

30.1 The Contractor and any other person involved in the performance of the Works are prohibited from carrying out any activity that amounts to advertising and regards the Works, without the express written authorisation of the Client.

31. PATENTS, TRADEMARKS AND LICENSES

31.1 The Client cannot be held in any way responsible and the Contractor shall indemnify and hold the Client harmless from any responsibility, for violations of patents and/or trademarks and/or other copyrights regarding the use of the materials, machinery or working methods employed in the performance of the Works. The Contractor shall be responsible for all expenses regarding any royalties or licensing fees for the use of such patents and/or trademarks and/or other copyrights.

32. TERMINATION

32.1 In addition to all other termination provisions contained in the present Contract, the Client may terminate the Contract, as provided under art. 1456 of the Civil Code, without prejudice to its right to compensation for damages, by registered letter with return receipt, or via certified electronic mail (“PEC”), without prior notice, to the address of the Contractor indicated in the Special T&Cs, in the event that:

- (i) the Contractor fails to fulfil its obligations set by the provisions of clause 19 (Deadlines for Delivery) of the present Specifications;
- (ii) the Contractor fails to fulfil its obligations set by the provisions of clause 9 (Equipment and machinery for the performance of the Works), or of clauses 12.1 and 12.10, or of Clause 16.2 and 16.3, or of clause 17.6, or of clause 27 (Confidentiality and personal data processing) of the present Specifications;
- (iii) the Contractor fails to comply with the provisions of clauses 28 (Prohibition against subcontracting) or 31 (Patents, trademarks and licenses) or 34 (Non-transferability of credits) or 35 (Transfer of the Contract) of the present Specifications;
- (iv) the Contractor fails to fulfil its obligations set by the provisions of clause 14 (Variations in the Works) or of clause 15 (Materials supplied by the Contractor) of the present Specifications.
- (v) the Contractor fails to respect the provisions of clause 3 (Workplace safety, environment protection) or clause 4 (Design) or clause 7 (Costs to be borne by the Contractor) or clause 10 (Obligations and responsibilities of the Contractor) or clause 41 (Non-EU Personnel) of the present Specifications;
- (vi) the Contractor fails to fulfil its obligations set by the provisions of clause 26 (Insurance) of the present Specifications.
- (vii) the Contractor becomes insolvent with respect to its creditors or must sell its assets to creditors.
- (viii) should a proceeding be initiated vis-à-vis the Contractor to dissolution, winding-up, bankruptcy or any other insolvency proceeding contemplated under the applicable law;
- (ix) should the certifications exhibited or presented by the Contractor for the purpose of obtaining the Contract, or for its performance, prove to be, in any manner or form, irregular;
- (x) should the Contractor no longer be in possession of the authorisations or licenses needed to exercise the activities covered by the Contract, as per clause 3.8 of the present Specifications;
- (xi) should the Contractor not possess a proper, currently valid Consolidated Document of Regular

Payment of Taxes (“Documento Unico Regolarità Contributiva – *DURC*”), or, in the absence of that document, should the Contractor not be able to exhibit the necessary receipt of payment, in the form of the F24 tax return for the period in question.

33. WITHDRAWAL

33.1 The Client shall be entitled to withdraw from the Contract at any point in time. The withdrawal shall not be effective for the activities already performed. In the event of withdrawal, no additional compensation and/or indemnity of any type (including compensation for unearned income) shall be due to the Contractor for the Works not carried out after the withdrawal, even if this constitutes an exception – when relevant – to art. 1671 of the Italian Civil Code.

34. NON-TRANSFERABILITY OF CREDITS

34.1 The Contractor shall not transfer to third parties, as per art. 1260, second paragraph, of the Italian Civil Code, any credit to which it is entitled according to the works covered by the Contract, so that the Contractor shall be responsible to the Client, as well as to any assignees, for any violations of this covenant. Neither shall the Contractor be entitled to grant to third parties special mandates for the collection of funds or any other forms of delegation of payments.

34.2 The Client reserves the right, in certain cases, to authorise the transfer of credits to banks to its liking.

34.3 If authorised, transfer shall apply to all credits resulting from all the contracts in force with the Contractor.

34.4 Authorisation for transfers may be revoked at any point in time, at the discretion of the Client, effective on the credits that accrue after the date of the revocation.

35. ASSIGNMENT OF THE CONTRACT

35.1 Under no circumstances may the Contractor transfer the Contract[, in all or in part,] to third parties, without prior formal written authorisation from the Client.

35.2 The Client shall be entitled to assign the Contract, notifying it the Contractor in writing.

36. CONFLICT OF INTEREST

36.1 No agent or employee of the Contractor may give to the Client, or to its agents or employees, nor may they receive from the Client, or from its agents or employees, with regard to the Contract, commissions, compensation, gifts or free goods of significant value. In the same way, they may not engage in business relations of a private nature with agents or employees of the Client, or of companies that belong to the ERG Group. Should such relations exist, then the Client must be informed of the fact forthwith, in writing.

36.2 The Client is entitled to carry out accounting and/or technical inspections at the Contractor’s premises, by means of authorised personnel, for the sole purpose of ensuring that the above prohibition is respected.

37. DISCOVERY OF OBJECTS OF VALUE OR HISTORICAL IMPORTANCE

37.1 The ownership of any objects of value, or of historical, archaeological, artistic or scientific importance (including fragments of the same) that may be found during the performance of the Works belongs exclusively to the Italian Republic.

37.2 The Contractor must immediately notify the Client of the discovery of any such object, at which point the Client shall notify the competent authorities, whose instructions must be scrupulously followed by the Contractor.

38. SECURITY COSTS

38.1 The costs of the measures taken to eliminate – or, should this not be possible, to reduce to a minimum – risks to health and safety at the workplace on account of interferences between different activities are explicitly indicated under the Special T&Cs.

38.2 Security costs were not subject to price reductions and were not object of negotiation.

39. MONITORING AND AUDITING OF INFORMATION SECURITY

The Contractor undertakes to ensure that the Client has the possibility of carrying out, either directly or through third parties formally assigned to the task, auditing activities meant to confirm compliance with rules and standards of security, including those regarding information security, further undertaking to apply any corrective actions the Client should identify as necessary; schedule of these activities shall be communicated by the Client at least 15 days in advance (unless otherwise agreed).

40. PRESENCE OF SECURITY GUARDS

40.1 The Contractor undertakes, for the entire duration of the Works, to guarantee that security guards watch over the working and storage areas day and night.

40.2 The Contractor guarantees that all the areas of the works shall be protected, along with the materials in storage and whatever else falls under its responsibility, and the Contractor shall be responsible for any instances of theft or damage.

41. NON-EU PERSONNEL

41.1 The Contractor undertakes to employ only personnel with proper residence permits, in full compliance with the relevant laws and regulations currently in force.

41.2 The Contractor guarantees that any non-EU personnel shall possess all valid permits required by law (for example, the residence permit).

41.3 Should any non-EU personnel not possess the necessary permits, the Contractor undertakes to send such workers away from the worksite, without causing any damage or inconvenience to the Client.

41.4 It is understood that the Client shall be entitled to carry out inspections to confirm that the residence permits of non-EU personnel are in order.

42. CODE OF ETHICS OF THE ERG GROUP AND MODEL OF ORGANISATION, MANAGEMENT AND CONTROL

42.1 The Contractor declares that it is aware of the contents of Legislative Decree no. 231 of 8 June 2001 (“Legislative Decree 231”), and of the Model of Organisation and Management referred to under Legislative Decree 231 (the “Model”), as well as the Code of Ethics adopted by the Client (published on the site www.erg.eu), and it undertakes to conduct itself in a manner that complies with the provisions of the above.

42.2 The Contractor declares (also with regard, when relevant, to its legal representatives and/or company management) that it has never been involved in proceedings concerning any crimes contemplated under Legislative Decree 231, and it undertakes to notify the Client forthwith, should any such proceedings be initiated against it (or, when relevant, against its legal representatives and/or company management), providing the necessary information with regard to the same.

42.3 The Contractor further declares that it is aware of the fact that compliance with the provisions of the Model and the Code of Ethics, as well as, in general terms, with the obligations provided for in the present clause, constitutes a key element of the corporate organisation of the Client, in addition to representing one of the underlying premises of the decision of the latter to enter into the present Contract.

42.4 Failure by the Contractor to observe any of the provisions and obligations referred to above constitutes a serious breach of the obligations set by the terms of the present Contract, entitling the Client to terminate the Contract, effective immediately, under the provisions and effects of art. 1456 of the Italian Civil Code, and without prejudice to the Client right to compensation for damages

43. DISPUTES RESOLUTION

43.1 All disputes arising out or in any way connected with from the Contract, or otherwise related to it, shall be resolved exclusively through arbitration, in accordance with the Regulations of the Chamber of Arbitration of Milan, by three arbitrators appointed in accordance with those regulations. The

Arbitration Chamber shall adopt its decision by applying Italian law. The site of the arbitration shall be Genoa. The language of the arbitration shall be Italian. On any dispute arising from or relating to the Contract, and which cannot be decided under arbitration, the Courts of Genoa shall have exclusive jurisdiction.