C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

C&C MARINE srl

GENERAL TERMS AND CONDITIONS OF PURCHASE

Introduction

The purchase conditions indicated here, forming an integral part of the individual orders issued by C&C MARINE srl (hereinafter also "*C&C*") or the purchase contracts it enters into, are the only ones that govern relations with the Supplier, without prejudice to any and specific agreements contained in the individual contract.
Any modification and addition, as well as any conditions of sale of the Supplier wholly or in partial different from these purchase conditions, shall only be valid if expressly accepted by C&C.
For this purpose, the Supplier agrees that acceptance of a purchase order from C&C constitutes an express waiver by the Supplier of the conditions of sale and, at the same time, express acceptance of the terms and conditions set out herein. The contract only relates to the goods and services specified and described in the offer and order acceptance.
The purchase order consists of accepting the offer made by C&C for the purchase of materials, machinery, goods of any kind or services of any kind (hereinafter referred to as "goods") in accordance with the General Purchase Conditions set out in this document.
The Supplier accepts this Purchase Order and confirms it in the following ways

1. Validity of the purchase order

1.1 Orders, contracts and requests for provision or delivery as well as amendments or additions to them shall be made in writing.
1.2 The validity of any verbal agreements, including amendments and supplements to these purchase conditions, is subject to the mandatory written confirmation by C&C in accordance with the procedures governed by art. 4.
1.3 Any amendment to the text of the order, as well as to these general conditions, will only be considered valid if formalised with a regular order amendment issued by C&C.

2. Priority order

In the event of a conflict between the General Purchase Conditions, the Purchase Order, and the Technical Documentation (if any), these documents shall prevail, with reference to the conflicting provisions, in the following order:
First - Technical Documentation (where available)
Second - Purchase order
Third - General Purchase Conditions

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

3. Definitions

3.1 Goods means the goods indicated in the Purchase Order and in the Technical Documentation (where available).
3.2 Purchase Order means the order submitted by C&C to the Supplier for Goods or Services.
3.3 Buyer means the Company C&C that places an order and intends to purchase goods or obtain services from the Supplier.
3.4 Services means one of the services indicated in the Purchase Order and in the Technical Documentation (where available).
3.5 Supplier means the company providing the Goods and/or Services.
3.6 Technical Documentation means any technical specification the Goods or Services must comply with.

4. Acceptance of the order

4.1 In order to conclude the supply contract, the Supplier shall send C&C a copy of the order duly signed for acceptance within 10 days (or as soon as possible in the specific case).
4.2 Unless otherwise agreed between the parties, an order will be considered final and binding upon receipt by C&C of the confirmation of the order by the Supplier. Communications received by fax or data transmission will also be considered as written confirmations.
4.3 Failure to confirm your order within 10 (ten) days will give C&C the right to cancel the order. Any condition contained in the order confirmation that modifies, conflicts or contradicts any of these terms and conditions shall be considered invalid and not applicable unless expressly accepted in writing by C&C. Otherwise, C&C may consider the contract not concluded. In any case, the performance of the order automatically implies acceptance of these conditions by the Supplier.
4.4 Estimates shall be binding and shall not give rise to any compensation for the Supplier, unless otherwise expressly agreed between the Supplier and C&C.

5. Changes to the order

5.1 C&C may ask the Supplier - during the performance of the contract - to make any changes which are deemed necessary to the content of the order.
5.2 The Supplier shall promptly inform C&C of any change in price or timing made necessary by the changes required by C&C itself; such changes shall be agreed in writing between the contractual parties resulting in a change to the purchase order or a new purchase order signed by both contractual parties.

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

6. Characteristics of the goods/Supply of services

6.1 The Supplier acknowledges and accepts that the terms indicated by C&C in the order, terms relating to the delivery times of the goods, should be considered essential.
6.2 The dates and terms agreed in writing are binding for the Supplier. The timely fulfilment of the delivery dates is determined by the date of receipt of the goods by C&C. The Supplier will transport the goods to the address indicated in the purchase order or, in the absence of such an indication, to C&C's address.
6.3 Provisions or deliveries outside the specifications indicated in the order or contract are only admissible with the prior written consent of C&C. The Supplier will only deliver the quantities requested in the order. C&C may reject any excess quantities. The delivery documentation (delivery note) must indicate C&C's order number: if missing C&C reserves the right to refuse the delivery.
6.4 The Supplier shall provide C&C's production and delivery plans on request and shall reasonably inform C&C if any delays to any of these plans are expected by the Supplier. In the event that the Supplier is delayed, C&C shall be promptly informed of the delivery terms if changed.
6.5 If the Supplier is responsible for installation or commissioning and unless otherwise agreed, all related indirect costs, such as travel and transport costs, the supply of tools and reimbursement of expenses, shall be borne by the Supplier.
6.6 If the Supplier does not supply the goods or perform the services by the time specified in the Purchase Order, C&C may, without prejudice to its right to assert and protect its claims elsewhere and with different protection instruments:
(i) require payment of 2% (two per cent) of the fee for the goods and services concerned for each calendar day after the original delivery date up to a maximum of 10%: at C&C's choosing, this amount will be deducted from the payment related to the supply or future payments made by C&C or refunded by the Supplier. If this delay involves additional and higher shipping costs (e.g. by air), the latter will be the sole responsibility of the Supplier.
(ii) in the event of a delay (in whole or in part) of more than 15 days from the agreed delivery date, without any additional cost or expense of any kind at its expense, declare the contract terminated, with the right to acquire the penalties already accrued and compensation for any further damages suffered or to purchase the same or similar goods or to request the same or similar services elsewhere. In this case, the Supplier must, at C&C's request, issue a credit note to C&C for the amount equal to any sums already pre-paid by the latter and immediately refund C&C the pre-paid amounts. C&C may also charge the Supplier for any price differences and other reasonable expenses incurred in connection with the above.

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

6.7 The unconditional acceptance of the delivery of goods or the provision of late services will not and cannot in any way be understood and treated as a waiver by C&C of the claim for damages.

6.8 As a rule, partial provisions or deliveries are not permitted unless C&C has expressly accepted them in writing.

6.9 The quantities, weights and dimensions indicated by C&C during acceptance of the goods shall be valid for the purposes of any claim.

6.10 It will be possible for C&C to report material to the Supplier that has been delivered that does not conform to that ordered or that has hidden defects or vices, even after the use and eventual installation in place, and even if the invoices related to it have already been paid, within the period of 60 days from their discovery. In this case, the Supplier is obliged and required to replace it in strictly technical times, with regard to C&C's work planning requirements. In the event that C&C objects, during the performance of the work, to any defects of the goods, any additional costs will be borne by the Supplier and C&C may directly reduce them from the amounts due to the Supplier following written notice.

6.11 The Supplier is responsible, at the same time as the supply is carried out, for providing all the necessary and suitable documentation for its regular use to C&C.

6.12 The performance standards desired by C&C, the configurations and purposes specified by C&C, shall not exempt the Supplier from its obligation to provide technically defect-free solutions. The Supplier shall promptly inform C&C whether the above performance standards, configurations or purposes conflict with this solution, or whether changes or improvements to the aim or purpose of the performance are necessary or appropriate for other reasons. Additional services or modifications performed without C&C's prior written permission shall not be used as a basis for claims by the Supplier.

6.13 C&C shall be informed immediately if the industrial or intellectual property rights of third parties are necessary to carry out the order, even if there is a risk.

6.14 The services shall be performed in accordance with the intention of the contract and the purpose of the service. The Supplier shall comply with applicable regulatory legislation, safety practices and related measures, including C&C safety regulations

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

6.15 When executing the order, the Supplier undertakes to respect C&C's interests, adopting and implementing any measures to protect C&C.

6.16 Any risks related to the loss of goods during transport shall remain with the Supplier until they are delivered to the address indicated in the purchase order, or in the absence of this specific address, to C&C's address. It is specified that the goods purchased will become the property of C&C upon receipt and removal of the reservation.

6.17 The goods shall be packed in such a way as to be clearly identified and shall also show the quantity of each package, the Purchase Order reference, as well as any C&C part or item code and each Supplier batch or batch number. The packaging of the goods must be suitable for the type of goods and their purpose.

6.18 The Services shall be provided at the address indicated in the Purchase Order or, in the absence of this indication, to C&C's address.

6.19 The packages should be considered the Supplier's responsibility and must be sized and designed to avoid any damage during transport and delivery on land and during any boarding and on-board sorting or on-site delivery.

6.20 Any additional costs incurred by C&C as a result of non-compliance with the above shall be borne by the Supplier.

7. Force majeure

7.1 In the event of a force majeure, trade union disputes, interruptions of activities outside of C&C's control, riots, government measures and other unavoidable events, C&C is free from the obligation to accept goods and/or services, according to the planned deadlines for the duration of such events. During these events, and for the next 2 (two) weeks, C&C will have the right – without prejudice to any other right it has – to withdraw from the supply contract if such events are detrimental wholly or partially to the supply in question.

8. Contractual documentation – Anti-Mafia Certification

The Supplier acknowledges and agrees that C&C may request - even in a preventive way - the production of technical or professional certificates certifying the Supplier's particular suitability or qualifications. A similar request can be made with respect to the so-called "Anti-Mafia Certifications".

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

9. Contract assignment prohibited

The Supplier is prohibited from assigning or transferring the contract to third parties unless C&C has given its written consent for the assignment or transfer.

10. Credit assignment prohibited

By way of derogation from Articles 1260 and subsequent of the Civil Code, the Supplier is expressly prohibited from assigning credits relating to C&C's order, unless C&C gives its written consent for the assignment.

11. Subcontracting prohibited

11.1 The Services shall be performed under the sole responsibility of the Supplier and by its appropriately trained staff.

11.2 The works may under no circumstances be subject to subcontracting unless C&C gives its express written permission.

11.3 Before the start of any processing, C&C will exclusively issue any authorisation to use subcontracting. In order to obtain such prior authorisation, the Supplier must notify C&C of the technical reasons which lead to the use of subcontracting. The Supplier shall also indicate the name of the subcontractor and any other data identifying the subcontractor and shall provide a list of the personnel employed. The authorisation does not waive the Supplier of liability under the applicable law and the agreement between the parties.

11.4 The Supplier undertakes to make all the rules prescribed for its employees also applicable to subcontractors' staff.

12. Testing

12.1. The Supplier acknowledges the possibility that the goods subject to the order may have to be tested.

12.2 The testing, where provided, must be carried out by the Supplier by the bodies responsible in the order text, according to the standards provided by these Institutions, or by internal bodies of the Supplier responsible for this purpose, with the issue in such case of the relative private certificate.

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

12.3 The Supplier shall bear all costs of testing, including any repetition, and, the fees of the Agents of the external bodies for testing carried out in the workshops of the Supplier and its sub-Suppliers, and, where prescribed, for testing at in C&C plants or on-board ships under construction or repair. Regardless of the prescribed testing, C&C reserves the right to check, at any time and with the systems it deems most appropriate, that the orders of the parts the Supplier is responsible for and those of any of sub-suppliers it may have perfectly match the requirements.

13. Work progress

13.1 A detailed programme of the progress of the works and partial deliveries will be sent by the Supplier for orders involving differentiated deliveries, whether in the case of goods, services or contracts. In order to control this progress and the quality of the work, without prejudice to any responsibility the Supplier has in this regard, free access to its workshops and to those of its sub-suppliers must be granted to those appointed by C&C and by its Clients.

13.2 Such persons shall have the right to carry out all the tests which they consider appropriate in order to check that the order meets the requirements of both the supplied and the sub-supplied parts.

13.3 All the material costs for the tests shall be borne by the Supplier.

13.4 Finally, the managers of C&C and its clients will have the right to attend the tests.

14. Guarantee

14.1 The Supplier assumes in respect of C&C the full guarantee of the design (where it is competent) and of the performance of the supply both for the correspondence of the technical data and the operation, and for the quality of the materials used, the manufacturing and operation of all its parts and as a whole.

14.2 This guarantee shall last for 12 months from the date of delivery or, in the case of supplies of goods or services to the shipbuilding sector, 15 months after delivery of the ship to the Shipowner by the Shipyard.

14.3 In order to meet the inherent obligations, and upon explicit request, the Supplier shall be required to repair and/or replace any part of the supply which is found to show defectsor differences as soon as possible at its own expense, to C&C's facilities or elsewhere, provided that they are reported within 60 days of their detection.

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

14.4 Repaired and/or replaced parts will be guaranteed, under the same conditions as the main supply, for an additional period of 12 months from the date the repaired and/or new replaced part was re-delivered or put into service on board and checked and certified compliance with the order and the contractual specification.

14.5 If (i.e. within 15 days of the formal request by C&C or as soon as possible required by the case) the correct removal of the unforeseen defects and/or differences, C&C shall have the right, without prejudice to any other right thereof, to do so directly or through a third party, without any further notice, by charging all the related costs to the non-fulfilling Supplier.

14.6 Should it be necessary to provide the above before C&C reports it, C&C shall have the same rights and powers as mentioned above.

15. Safety of Substances/Preparations/Products/Materials: Supply

15.1 The Supplier expressly guarantees to C&C that the materials supplied will comply with the current rules on the safety of the products in particular as regards the respect of the provisions of:

- Legislative Decree No. 52, of 3 February 1997 and subsequent amendments;

- Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 as adopted by Legislative Decree No. 145 of 28 July 2008;

- Legislative Decree No. 133 of 14 September 2009;

- L. No. 257/1992.

15.2 All substances, preparations, products and materials supplied to C&C which are classified as Dangerous Chemical Agents according to Legislative Decree No. 52, of 3 February 1997 and Legislative Decree No. 65 of 14 March 2003 or which, although not classifiable as dangerous, may entail a risk due to their chemical-physical, chemical and technological properties, must be accompanied by the safety data sheets provided for in the laws in force which indicate the main components of the substances or products, the methods of use and the prevention rules to be adopted.

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

15.3 In addition to the information contained in the "*Safety Data Sheet*" in the technical documentation attached to the offer, the presence of preparations, products or materials in

which substances belonging to the category of "Dangerous Chemical Agents" classified as R40 - R45 - R46 - R47 and R49 are present must be specifically highlighted.

15.4 The safety data sheets must also be delivered or sent on a computer support to the competent Plant Department.

The removal of such products and their transport to the authorised places are the responsibility and expense of the Supplier.

15.5 If, for any reason, even at C&C's request, the products and materials supplied should be replaced or undergo variations such as to modify their "classification for the purposes of the assessment of occupational risks and for the environment" the Supplier shall forward an updated information sheet in advance.

15.6 Preparations and ready-to-use products and materials supplied may not be classified as "Dangerous Chemical Agents" with "Risk Phrases" R45 - R46 – R47 and R49.

16. Invoicing - Prices

16.1 Invoices must be addressed to: C&C MARINE srl, Via Borzoli 109 Q/r, 16153 GENOA, VAT NO. IT01324770997, recipient code SUBM70N

16.2 The invoices must be subject to the VAT tax system indicated in the order.

16.3 Where it is indicated that invoices must be issued under the VAT-exempt regime, they shall be subject to the statutory stamp and shall contain the following wording:

"VAT-exempt transaction pursuant to art. ….(see order)

16.4 In addition to other statutory data, the following reference data shall be provided on each invoice:

- job number (detectable from the first page of the order).

- order number.

- order position (only for invoices that do not fully cover the order).

- payment terms, as indicated in the order.

- a brief but understandable description of the material.

16.5 The prices indicated on the order are fixed and are not subject to any revision until the contract is fully completed, even by way of derogation from articles 1467 e 1664 sections 1 and 2 of the Civil Code. They are valid for national or nationalised materials made carriage paid, including packaging.

17. Incorrect documentation

Any charges, also of a tax nature, that C&C may incur following errors or omissions on documentation submitted by the Supplier (invoices, accompanying notes, etc.) shall be borne by the Supplier.

18. Confidentiality - Intellectual property

The Supplier undertakes not to reproduce and transmit to others the designs and models made available by C&C to carry out the supply to third parties, not to sell the materials made on such designs, to limit manufacture to the quantities entered in the order and to destroy any waste.

19. Express termination clause

19.1. In addition to the cases provided for in other provisions of the General Purchase Conditions, C&C will have the right to cancel the purchase order, by registered letter with acknowledgement of receipt, without paying the Supplier any penalty and without prejudice to C&C's right to compensation for damage in case of the Supplier's non-fulfilment before confirmation of the order by the Supplier according to the previous art. 4.

In addition, the contract will be terminated in the event of any of the following assumptions:

(i) the Supplier fails to comply with the commitments arising from the guarantee;

(ii) the Supplier refuses without reason to give its consent to changes in the purchase order in accordance with art. 5 above;

(iii) the Supplier is in breach of one of the obligations arising from the General Purchase Conditions or from a contract between the parties to which the purchase order is subject, and such non-compliance is not remedied within 10 (ten) days of the receipt of the written dispute of the non-fulfilment by C&C;

(iv) an event which constitutes a force majeure event in accordance with article 7 is delayed by more than three months from the date of delivery.

(v) the Supplier is declared bankrupt or a voluntary liquidation or termination procedure of the company is active (or activated) or has entered bankruptcy proceedings or enters into any agreement or pact with its creditors or a liquidator of all or part of its assets or business activities is appointed to the Supplier.

19.2 In addition, without prejudice to the provisions of the following clause and unless otherwise agreed in writing, C&C reserves the right to cancel the order at any time in whole or in part by fax and subsequent registered letter with acknowledgement of receipt justifying the decision. Upon receipt of the cancellation of the purchase order, the Supplier will immediately discontinue any processing related to that purchase order, will not place any order, or make any further commitment to materials or services necessary to complete the work, and will take reasonable steps to minimise the cancellation costs and losses.

19.3 In the event of cancellation not attributable to the Supplier's fault, the Supplier shall be entitled to claim compensation, the amount of which shall be decided by mutual agreement of the parties taking into account the time of cancellation, the amount of work already carried out and the costs and expenses already incurred by the Supplier in relation to the cancelled purchase order, unless the Supplier sells the Goods to other purchasers.

20. Processing of personal data

C&C and the Supplier agree that the data received by each Party in connection with this contract, Purchase Order and Technical Documentation (where applicable) shall only be used for the performance of this Agreement or Purchase Order. The above data may not be disclosed in any way and to any other except to the persons who must know said data in relation to the performance of this contract or of the Purchase order (for example, carriers, accountants, consultants, etc.). The receipt of data is necessary for the purposes of this contract. Each Party may:

- ask the person responsible for processing confidential data appointed by the other party to access, edit or delete certain data;

- object to the use of the above data according to and for the effects of art. 7 of Legislative Decree no. 196/2003, which each Party declares being aware of.

C&C Shipping Solutions Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

info@cc-marine.com / **cc-marine.com**

SEGUITO

21. Compliance with standards and principles (compliance)

21.1 The Supplier shall comply with the legal rules concerning the treatment of employees, environmental protection and occupational health and safety and shall undertake to minimise the negative effects of its activities on people and the environment.

21.2 In the event that the Supplier repeatedly breaks the law and/or breaks the law despite having been properly advised and is unable to demonstrate that such a breach has been remedied to the extent possible and has taken appropriate precautions to prevent future breaches, C&C reserves the right to cancel or terminate the supply contract without notice.

22. Rules to be followed for work to be carried out inside the Shipyard The Supplier is in any case obliged to observe and comply with the rules of conduct and safety in force inside the shipyard.

23. Disputes

For that not indicated in these general conditions and in the special conditions of the order, the laws of the Italian State shall apply. The Court of Genoa shall be competent for any and all disputes.

24. General

24.1 Partial invalidity

In the event that one or more of the clauses of the General Purchase Conditions are null, void, invalid, illegal or inapplicable for any reason, they will be deemed unwritten and this shall not affect the validity and applicability of any other provision of the General Purchase Conditions.

24.2 Compliance with laws and regulations.

The Supplier undertakes to know and fully comply with all laws, decrees and regulations issued by local authorities or other authorities, and any rules and regulations issued by private or public organisations and concerning its activity in the context of the fulfilment of the Purchase order. The Supplier, in particular, shall bear the economic and/or administrative consequences suffered by C&C as a result of non-compliance by the Supplier, its staff, its agents or manufacturers, with the provisions of such laws, decrees, regulations or other texts.

C&C MARINE Srl
Via Borzoli, 109 Q/r
16153 Genova - Italy

T +39 010 60 01 830
F +39 010 65 18 941

SEGUITO

24.3 Acquiescence.

The waiver of one Party of the exercise of their rights in the event of a failure of the other Party to comply with the terms of the General Purchase Conditions shall not constitute a waiver of any subsequent failure to fulfil its obligations. The fact that a Party does not

enforce a term or condition of the General Purchase Conditions does not constitute a waiver of such a term or condition at a later date.

Genoa, On 19/05/2026 The Supplier

In accordance with and for the effects referred to in Article 1341 of the Civil Code, the Supplier shall specifically approve in writing the conditions referred to in the preceding articles and in particular: **Paragraph 3 of the Introduction, 4.3 (Right to cancel the order); 5.1, 5.2, 5.3. (Changes to the order); 6.6 (Delay in delivery of goods or provision of services and penalties) ¸6.10 (Late notice of non-compliant materials and/or defects and vices), 6.21 (Extra cost for non-compliance with the obligations referred to in art.6); 7. (Force majeure); 9. (Contract assignment prohibited); 10. (Credit assignment prohibited); 11.2 (Subcontracting prohibited); 12.3 (Testing costs responsibility); 14. (Guarantee); 17. (Costs for errors and omissions); 19. (Express termination clause); 22. Rules to be followed for work to be carried out inside the Shipyard; 23 (Disputes); 24.3 (Acquiescence).**

Genoa, On 19/05/2026