

DE WAVE GROUP

DE WAVE GROUP, hereinafter De Wave or Employer, Registered office Via De Marini 1 – 16149 Genova, Italia - Tax code and VAT number 02206870996 -e-mail: info@dewave.it /www.DeWwaveGroup.com

GENERAL CONDITIONS OF CONTRACT

(Ed. May 2017)

Art. 1. Premises.

- 1.1 The General conditions of contract set forth hereunder are an integral part of the orders awarded by Companies of De Wave Group to the Contractor and apply to the relevant relationships unless otherwise provided in the specific conditions of the order. The terms contained in the order and its annexes shall prevail over those of these General Conditions. These general conditions of contract are available at www.DeWaveGroup.com. This English version is for information only: the Italian version shall prevail.
- 1.2 References to laws and regulations of any type referred to in these conditions shall be deemed to refer to the provisions of such laws and regulations in force at the time of their application.

Art. 2. Contract procedures and execution.

- 2.1 The Contractor must accept the order within 10 (ten) days from the date of submission of the order itself by returning to the Purchasing Department a copy of the order and of the technical documentation duly signed on each page. Acceptance of the order means the Contractor received and acknowledge the “Document of Assessment of Interference Risks” (D.U.V.R.I.) from the site where the Works must be executed, according to Italia Law 81/08. De Wave has the right to cancel the order if the supplier does not accept it within such time frame.

The agreement between De Wave and the supplier will be deemed closed only upon receipt by De Wave of such documents. The supplier shall not start performing the contract before having returned to De Wave the duly signed order, including the section relating to the specific acceptance pursuant to articles 1341 and 1342 of the Italian Civil Code, according to the procedures and terms set forth in these conditions or specified in the order itself.

No modification, addition or variation to the order or to these conditions made by the supplier, nor any General Conditions of the Contractor, shall be accepted and shall become part of the contract unless De Wave's written acceptance is received; acceptance of the Works does not constitute tacit acceptance of such clauses.

- 2.2 All the quantities, measures, types, prices or information of any kind listed by the Contractor in the offer, and all the relevant technical and economic information acquired during negotiations, shall have the sole purpose of a better understanding of the specifications of the works to be performed. The above information shall not be used in any way as parameters or reference values for future and possible requests or monetary claims.
- 2.3 The Contractor shall perform the works on the basis of the documentation attached to the order, well aware that such documents are, as usual, subject to integration, modification and detail definitions with possible shift of times. Any such changes are already included in the contractual amounts of the order. In case of inconsistency within a document, or between multiple revisions, the interpretation made by the Employer in writing shall be binding.
- 2.4 The Contractor acknowledges that any modifications and/or changes to and/or issuance of orders shall be the exclusive responsibility of the Purchasing Department. The Contractor shall never enter into negotiations or undertake binding engagements with parties other than the Purchasing Department.
- 2.5 Any negotiation undertaken by the Contractor in violation of paragraph 2.4 shall be unenforceable to De Wave; any costs incurred and damage to De Wave shall be borne by the Contractor
- 2.6 Anyway, De Wave shall not recognize and shall not execute payment requests for works not directly ordered by the Purchasing Department.
- 2.7 The Contractor, without any charges to De Wave, within the contractual obligations and the contractual technical documents, undertakes to make all those modifications and / or variations that shall be required to the full satisfaction and approval of the Customer and of De Wave. The Contractor also undertakes to execute any changes De Wave deems necessary.
- 2.8 The supplier must promptly communicate to the Purchasing Department all changes made to its corporate details, including e.g. if the tax position used for performance of the order is different from that of the registered office of the supplier or that communicated at the time of the order (e.g. permanent establishment in Italy).

Art. 3. Inspections

- 3.1. Before the acceptance of the order, the Contractor shall perform, and shall declare to have performed, all ascertainments necessary for the definition of the price offered and for the proper performance of the Works. Therefore, the Contractor shall not request price adjustments due to hindrances or troubles during the execution of the Works caused by failure in the performance of inspections or surveys.

Art. 4. Place of performance – acceptance

- 4.1. The place of construction and/or delivery of the Works shall be the place specified in the order. Whenever the order requires delivery of good too, De Wave General Conditions of Purchase, available www.DeWaveGroup.com, shall apply as well.
- 4.2. De Wave, at its sole discretion, reserves the right to take over the Works for any early delivery. In this case, any costs associated with early delivery, as well as the risk of deterioration and / or damage, will be borne by the Contractor.
- 4.3. De Wave shall be entitled to report to the Contractor, also after acceptance and regardless of whether the invoices have been paid, the presence of defects or non-conformity of the Works with the order, in accordance with article 13. In such case, the Contractor must promptly remedy the non-conformity and replace the Works with defects, having regard to the planning needs of De Wave.
- 4.4. Should De Wave not accept the Works, they will be rejected and the associated risks, charges and expenses shall remain the sole responsibility of the Contractor. Any expenses incurred by De Wave shall be charged to the Contractor.

Art. 5. Testing /acceptance of Works.

The Contractor is fully responsible to close, at his own expense, all the remarks issued by De Wave, by the Classification Register, by the Customer and by the Ship Owner concerning his Work before the final test on board connected to the delivery of the Works to the Ship Owner, to the Register and to the Administration of the Vessel's Flag.

Art. 6. Ownership of materials.

- 6.1. Any material delivered to the Contractor for processing or for the execution of the Works shall remain the exclusive property of the original owner, even if transformed and/or processed by the Contractor.
- 6.2. The contractor shall be obliged to take the utmost care in the custody of the materials received for processing.
- 6.3. De Wave reserves the right to take back its own materials stored by the Contractor. For such purpose, the Contractor undertakes to provide, and ensures that its own associated/consortium partners if any shall provide, any necessary assistance.

Art. 7. Supervision.

- 7.1 De Wave, together with the Customer and the Ship Owner, reserves the right to verify, through its Purchasing Department and other relevant functions, the performance of the order at all stages, including organizational, design, procurement, manufacture and realization phases.
- 7.2 In order to assess the progress and quality of the Works required to perform the order, the Contractor shall – without prejudice to its responsibilities therein – allow De Wave's and the client's representatives free access to its premises and/or plants. Such representatives shall have the right to carry out the tests which they deem necessary with the purpose of ascertaining compliance of the Works with the order conditions.
- 7.3 For orders with subsequent stages of progress of the Works, the Contractor shall send a detailed schedule of the progress of the Works to the Department in Charge. It is understood that progress shall only occur with the full execution of all the obligations under the order.
- 7.4 De Wave may terminate the contract in accordance with article 1662 of the Italian Civil Code if it deems that the execution of the Works is not proceeding according to the terms and conditions of the contract according to the best professional standards.

Art.8. Coordination

- 8.1. The Contractor shall coordinate its activities with the activities of other companies that may perform their works in the same areas of the site.
- 8.2. The Contractor therefore undertakes to co-ordinate and agree with the other companies with De Wave's support, the sequences of works, even performing in advance or postponing their activities for technical or organizational needs.
- 8.3. The difficulties of any kind for the Contractor arising from the simultaneous execution of other works shall be included in the contractual burdens and shall not be invoked either in order to skip contractual obligations or to justify any slowdown and / or failure to carry out the Works, nor for requests for postponement of the contractual completion date for the Works.

Art. 9. Changes in Works.

- 9.1. De Wave may modify, amend or supplement the order even during the performance of the Works. The Contractor shall not take into consideration order modifications not requested by the Purchasing Department.
- 9.2. Whenever the modifications entail additional costs, the Contractor shall be entitled to an increase of the amount originally determined, provided that such increase is specified in the order modification.
- 9.3. The request for changes in the Works shall be notified in writing to the Contractor by the Purchasing Department, together with an indication of the amount variation, if any. If the Contractor does not accept the changes in Works or the different order amount, the

Contractor may withdraw from the contract, with the reimbursement of the costs already borne.

- 9.4. Without prejudice to the above, the Contractor acknowledges and agrees that any requests for reimbursement of the additional costs may be made exclusively before delivery of the ship by the Client to the Ship Owner.

Art. 10. Delivery terms. Liquidated Damages.

- 10.1 The delivery terms of the Works, both final and intermediate, which have been agreed and specified in the order and in any other contractual documents, are to be considered mandatory and of the essence. Should the Contractor experience a delay in delivery, he shall immediately inform De Wave.
- 10.2 The contractor undertakes to deliver to the De Wave Technical Department all the technical documentation related to the Works within the terms and conditions as stated in the order.
- 10.3 Any updates of the Contractor's planning that are required as a result of De Wave's requests shall constitute the new contractual references and they shall be promptly communicated to the Contractor, discussed and agreed but they shall not cause any additional charges for De Wave.
- 10.4 In case of delay in delivery of Works that is not justified by force majeure, or should the Contractor not be able to prove he is not responsible for such delay, liquidated damages shall be applied for an amount of 5% of the total contractual price for each week, or portion thereof of delay, up to a maximum of 20% of the above price, unless otherwise agreed in the order. itself.
- 10.5 In case of delay in delivery of technical documents that is not justified by force majeure, or should the Contractor not be able to prove he is not responsible for such delay, liquidated damages shall be applied for an amount of 0,0 5% of the contractual price for each week, or portion thereof of delay up to a maximum of 4% of the above price.
- 10.6 Should the amount for liquidated damages reach the maximum stated above, De Wave shall be allowed to terminate the contract, to withhold the liquidated damages already accrued and to compensation for any further damages suffered.
- 10.7 De Wave reserves the right to suspend, at any time, all or part of the execution of the Works by at least 24 hours written notice to the Contractor, without any additional rights for the Contractor in addition to the contractual price.

Art. 11. Safety of substances/mixtures/products/materials.

- 11.1 The contractor expressly warrants to De Wave that the materials provided comply with all applicable rules on product safety, in particular with reference to compliance with the provisions of EC Regulation No. 1907/2006 (REACH), EC Regulation no. 1272/2008 (CLP) and Italian Legislative Decree no. 81/08.
- 11.2 For the purposes of Title IX – “Dangerous substances” of Italian Legislative Decree no. 81/08, regarding protection from chemical agents, carcinogens and mutagens, all the products and materials used – whose composition includes substances or mixtures classified as chemicals by applicable law or that, although not classified as dangerous, may pose a risk because of their chemical-physical, chemical, chemical-technological characteristics – must be provided together with a list of the products and materials containing chemicals composing the subject of the order and the related safety data sheets prepared in accordance with applicable law.
- 11.3 The safety data sheets must be delivered or sent in electronic form to the Production Unit at the moment the goods enter De Wave areas.
- 11.4 If for any reason, or also at the request of De Wave, after the issuance of the order and prior to the delivery of the goods, the products and materials listed in the order were to be replaced and/or modified so as to change their “classification for the purposes of labor and environment risk assessment” (classificazione ai fini della valutazione dei rischi lavorativi e per l’ambiente), with particular reference to the “Hazard Statements” H340, H341, H350, H350i, H351, H360D, H360F, H362, H370 and H372 according to EC Regulation 1272/2008, the contractor shall transmit to De Wave in advance and promptly, and in any case at least sixty (60) days before the date of delivery of the goods, the updated list of the products and materials containing chemicals and the safety data sheets of the new products included in the list, together with any update to the safety data sheets already provided.
- 11.5 By signing the order, the Contractor represents and warrants that all the activities required, connected or associated with such order, including any warranty services, will be carried out using ready-to-use materials that are not classified as carcinogens and mutagens with “Hazard Statements” H340, H350 and H350i.

Art. 12. Asbestos-free products and Hazardous materials declarations.

- 12.1 Notwithstanding the provisions of art.11 above, the Contractor must fill out the form "Declaration and Confirmation of Non-Asbestos Products", Annex 1, stamped and signed in original by the Legal Representative. Such document must be sent together with the order confirmation in original.
- 12.2 Together with the order confirmation, the Contractor must also fill out the MD Form, Annex 2. or issue on headed letter a stamped and signed statement in original by the legal representative that the supply does not contain hazardous materials.

Art.13. Warranty.

- 13.1. The contractor guarantees to De Wave that it shall perform the Works to the best professional standards, as for both compliance with technical data and operation requirements, and for the quality of the materials used, processing and operation of each of its parts and of the whole set.
- 13.2. The above guarantee shall expire after 24 (twenty-four) months of delivery of the ship to the Ship Owner by the Client.
- 13.3. For the purpose of the above mentioned guarantee and upon specific request by De Wave or by the Client, the supplier shall intervene, immediately or in any case after no later than 10 (ten) working days, or within the shorter required time frame, in the Production Units of De Wave or of the Client or elsewhere, and to repair or replace at its own cost and as quickly as possible any goods with any defects or deviations, provided that they are reported within 60 days from the moment of their discovery, notwithstanding article 1495 Civil Code.
- 13.4. The parts repaired or replaced shall be guaranteed at the same conditions in paragraph 1, for a period equal to that under paragraph 2 and starting from delivery of the repaired or replaced part.
- 13.5. Should the supplier fail to eliminate the defects or deviations within the stipulated terms, or for urgent needs, should be necessary to intervene before the report to the Contractor, De Wave shall be entitled, without prejudice to any other of its rights, to take action in this regard directly or through third parties, without further notifications, and to charge the related expenses and any further damages to the supplier in default.
- 13.6. Should De Wave be held accountable for the defects, regardless of when they become apparent, of a work performed by the Contractor, De Wave will have a right of recourse against the Contractor.

Art. 14. Prices.

- 14.1 The prices mentioned in the order are to be considered as fixed-prices and not subject to any revision until complete execution of the order, irrespective of the provisions of article 1467 and 1664 of the Italian Civil Code. Prices are agreed to be inclusive of expenses and any other charges, costs or expenses.
- 14.2 All the obligations, expenses, benefits and charges assumed by the Contractor are included such amount, although not expressly provided, but if necessary for the correct and timely fulfillment by the Contractor, not only to the requirements of the Contractual documentation, but also to the best technical rules.

Art. 15. Invoicing and payments.

- 15.1 Payments shall be made only by bank transfer after issuing of the related invoice upon its presentation, formally and materially correctly issued. Payment of invoices does not constitute proof of acceptance or compliance of the performance they relate to.
- 15.2 Invoices shall be addressed to:
- De Wave S.r.l.
Via De Marini no. 1
16149 Genova
Tax code/VAT no. IT 02206870996
- 15.3 The number of the order and the code of the Contractor must be clearly specified on the invoices and in all other documents that the Contractor will issue related to the order.
- 15.4. If it is agreed that the Works shall be performed in different phases, their payment shall be subject to the procedure provided for under articles 15.5 and 15.6. If it is agreed that the Works shall be performed and delivered on a single fixed date, their payment shall be subject to the procedure provided for under articles 15.7 and 15.8.
- 15.5. The Works progress stages shall be considered as reached only after the presentation of the “State of Progress of Works” report (Stato d’Avanzamento dei Lavori) (S.P.W. – S.A.L.) by the Contractor (to be prepared on a monthly basis starting from the date of initiation of the Works), subject to ratification by the Department in Charge and its full acceptance by De Wave and, whenever required, by the Classification Society and/or Register, by other relevant bodies and by De Wave’s Client.
- 15.6. Unless otherwise provided in the order, the payment for the execution of the Works shall be made 90 (ninety) days from the submission of the invoice related to the “State of Progress of Works” report , subject to ratification of such document as per article 15.5.
- 15.7. The Works shall be considered completed only after acceptance of the S.P.W. presented by the contractor which certifies the full completion of the Works by the Department in Charge and, whenever required, by the Classification Society and/or Register, by other relevant bodies and by De Wave’s Client.
- 15.8. The payment of the amount set forth in the contract for the Works shall be made, unless otherwise provided in the order, 90 (ninety) days from the submission of the relative invoice, subject to ratification of the document referred to in article 15.7 above.
- 15.9. Any delay in payment due to irregularities and/or non-compliance of invoices to the above mentioned requirements shall in no event be attributable to De Wave.
- 15.10. The supplier undertakes to promptly communicate in writing its current account number as well as the data of the bank where the account is open, and to timely notify any relevant variation.
- 15.11. Each invoice must be referred to a single order.

- 15.12. The invoices must be received within the 20th day of the month following the date of issue. They may be sent by means of .pdf file by email at fornitori@dewave.it or, alternatively, to Fax no. 010 64020999.
- 15.13. The works performed by national operators or foreign operators by means of an Italian VAT position or a permanent establishment in Italy must be invoiced indicating the VAT regime applicable and are subject to stamp duty when due according to the regulations in force.
- 15.14. The suppliers having a Declaration of intent (Dichiarazione di intento) are required to use it by adding the following wording to the invoice: "Operation not subject to VAT pursuant to article 8, first paragraph, let. c) of Presidential Decree no. 633 of the 26th of October 1972", indicating the details of the declaration of intent, or the different regime based on the applicable Law;
- 15.15. The supplier acknowledges that should the documents necessary for the payment be incomplete, incorrect, inconsistency, De Wave may at its sole discretion, reject such invoices. In no event the failure to formally reject an invoice can be deemed as an acceptance of such invoice or of the supply.
- 15.16. Any costs which De Wave may incur as a consequence of defects, errors and omissions in relation to the documentation submitted by the Contractor (invoices, transport documents, certificates of origin, etc.) shall be borne by the Contractor.
- 15.17. The Contractor hereby authorizes De Wave to withhold from the payments, for precautionary and / or off-setting reasons, also beyond the certainty, liquidity and collectability requirements as per Law, the amounts charged to the Contractor as penalties and / or Compensation, on other contracts between the same parties as those to which those payments refer.

Art. 16. Compliance with the Law on joint liability of the Contractor and the Client.

- 16.1 De Wave is entitled to suspend all payments until the Contractor has demonstrated that he has fully complied with any obligations (payments of salary, contributions, etc. to their personnel) for which De Wave may be held liable under current law; the prior evidence referred to above refers to the obligations of the Contractor relating to the entire period of the contract, provided that they have been completed.
- 16.2 Without limiting the statement above, any payment is subject to the evidence in the forms required by De Wave of the following:
- Job Book (Libro unico del lavoro-LuI) / charts and evidence of full payment of each item due;
 - Documentation showing the valorisation and accrual of severance indemnities;
 - receipt of payment and related to welfare and insurance obligations (DM10 and related F24 forms)
 - self-assessment and payment of welfare and insurance premium;
 - certificate of security contributions payments;

- any request for the payment of contributions made to related authorities and related payments;
- evidence of payments to the personnel;

No self-declaration shall be accepted instead of the documents above.

- 16.3 In the case of foreign Contractor, the Contractor shall produce same kind of documents required and issued by the State he belongs to.
- 16.4 All the documents shall be sent to regolarita@dewave.it
- 16.5 The Contractor acknowledges that should he not fully provide the foregoing, as it is considered a material breach of the contract, he shall not be allowed to claim and / or to take any actions against De Wave; De Wave shall have the right to oppose the exception stated in art. 1460 of the Italian Civil Code and no interests for that time shall be due to the Contractor.
- 16.6 The suspensions as above shall also be effective in relation to Contractor's obligations related to contracts other than the one for which he is in breach of, provided that the De Wave is jointly liable with him.
- 16.7 The Contractor hereby authorizes De Wave to make interventions for the payment of the obligation for which the Contract is jointly liable. Likewise, the Contractor authorizes De Wave to offset, even outside the certainty, liquidity and enforceability of the amount required by law, the amounts De Wave has paid as above or otherwise all the charges De Wave incurred because of the Contractor's behavior.
- 16.8 Failure to comply with the provisions of this article by the Contractor shall automatically entitle De Wave to terminate the contract as per art. 24.1 with the consequences stated in art. 24.2 and 24.3.

17. Technical and professional qualification and *intuitu personae*.

- 17.1. The Contractor acknowledges and agrees that De Wave shall award the order at its sole discretion, after a positive assessment of the professionalism, the organizational characteristics and technical and professional qualification of the Contractors, based on the documentation issued according to art. 26 of Italian Legislative Decree no. 81 of 9 April 2008 as subsequently modified and integrated.
- 17.2. Where the contract is agreed with temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in the previous paragraph shall be presented by each entity participating in such forms of association
- 17.3. De Wave shall be entitled to withdraw from the contracts relating to the Works, even if not started yet, in the event of a deterioration, for any reason, of the standards of professionalism, of the organizational characteristics and of the technical/professional suitability of the Contractor.
- 17.4. De Wave shall be entitled to withdraw from the contracts related to the Works as well, whenever the ownership of the Contractor's company (in the case of an independent

contractor or a partnership) should be subject to changes or in the event of a change of control (in the case of a corporation or limited liability company), or in case of transfer by the contractor of the company or business division in charge of performing the order.

- 17.5. The Contractor shall inform the Purchasing Department about any change in ownership, corporate control and shareholding of the Contractor. In the case of orders issued to temporary associations of enterprises, consortia or companies involved in a network contract, any change of the subjects involved in such forms of association must be notified in advance to De Wave with at least 15 (fifteen) days' notice.
- 17.6. In all the aforementioned events De Wave may withdraw from the contract without any cost or penalty by way of exception to art. 1671 of the Italian Civil Code, without prejudice in any case to De Wave's right to seek compensation for any suffered damage. In the event of a change of the participants to forms of association such as temporary associations of enterprises, consortia or companies involved in a network contract, without previous notification in writing to De Wave within the term under article 17.5, De Wave may terminate the contract pursuant to article 24, without prejudice to the right to seek compensation for any incurred damages.

Art. 18. Accident prevention and work hygiene.

- 18.1 The Contractor has been considered technically and professionally qualified in accordance with the provisions of Art. 26, paragraph 1, lett. A) of Italian D.Lgs.81 / 08.
- 18.2 The Contractor involved in the works shall be fully responsible for the fulfillment of the obligations imposed by the law in force in Italy and in the places where it shall be called to perform services arising out of the contract. The Contractor shall fulfill all the requirements of the respective regulations and any subsequent, supplemented or replaced regulations. The Contractor shall be responsible for the implementation, under its sole responsibility, of any measures and the conditions to avoid accidents, in accordance with the applicable law, and such actions shall be carried out on its own initiative excluding any intervention or suggestion from De Wave.
- 18.3 With reference to the "Document of Assessment of Interference Risks" referred to in art. 2.1, the Contractor must inform its personnel about the contents of the above mentioned document, and shall hold harmless De Wave from the related obligations.
- 18.4 All workers must strictly comply with the provisions of the law on accident prevention, work hygiene and protection of the environment, and with the applicable safety rules in force on the site where they work and shown in the above-mentioned documents.
- 18.5 The Contractor's personnel must be provided with the Individual Protective Devices (Dispositivi di Protezione Individuali - "DPI") listed in the above-mentioned documents (helmets, shoes, eyeglasses, noise-canceling headphones, safety belts, etc.) to be supplied by the person in charge for the Contractor.

- 18.6 The Contractor shall be liable for the costs of the ordinary and specialized manpower, any kind of workmanship, execution and modification of provisional works relating to its work, equipment, consumables, etc. and whatever is necessary to perform the scope of work.
- 18.7 The Contractor shall bear all costs relating to safety, not subject to discount, that are necessary for the full performance of the work under the Law mentioned above.
- 18.8 The Contractor must indicate its own person in charge of safety onsite, taking any burden on implementing any necessary precautionary and protection measures, and providing, prior to commencement of work, the list of personnel who will access the site, with its related tasks.
- 18.9 It is expressly agreed that the Contractor shall adopt all measures which, according to the particularity of work, experience and technique, are necessary to safeguard the physical integrity, health and moral personality of its personnel by undertaking to comply with all the provisions and the current rules on the prevention of accidents at work, safety and hygiene at work, the protection of health and the environment with particular reference to Legislative Decree no. 81 of 09/04/2008 and subsequent modifications and integrations.
- 18.10 The Contractor declares that he duly inspected the places where his personnel will have to work and that he has been informed about the specific risks existing in the working environments of the contract, according to Legislative Decree no. 81 of 09/04/2008 as supplemented by the following D.Lgs. No. 106 of 03/08/2009.
- 18.11 It is forbidden to all personnel to transfer any machine, tool, equipment and commodity works to any personnel of another company; should be necessary to derogate for reasons of force majeure or for special reasons, the Company shall verify the perfect conditions and safekeeping of the machinery, of the equipment or of other supplies, assuming, from that time on, any liability with respect to its use.
- 18.12 The Contractor's representative is appointed as the Responsible of Works and must always be present - or duly replaced - and must be provided with the necessary powers. The name of the Responsible of Works (and any possible substitutes), his relation (and of any substitutes) with the Contractor and his powers (and the powers of any substitutes) for the execution of the contract shall be indicated in the form provided by De Wave to the Contractor.
- 18.13 In the event of contracts with Temporary Association of Enterprises, Consortia or companies that are in a network contract, the relations and powers of the Responsible of Works (and any substitutes) must be indicated not only in relation to the consortium and to the leading company, but also in relation to the individual companies associated / in the consortium.

Art. 19. Works to be performed within Production Units or on board.

- 19.1. In the event that the activities of the contract were carried out, even occasionally, within the Production Units of De Wave, of the Client or of the Ship Owner, for technical reasons or for the specific characteristics of the Works, such activities shall be governed by the specific rules provided for the companies working inside the particular areas where the works shall be performed; such rules shall be accepted in writing before the start of the works.
- 19.2. In the event of non-compliance De Wave shall be entitled to terminate contract according with article 24, without prejudice to its right to receive compensation for damages incurred.
- 19.3. Acceptance of the order means confirmation that all the issues relating to the organization of the activities that will take place on the site where the Contractor will work have been taken into account.
- 19.4. In the performance of the activities the Contractor shall take into account the safety and the risks to which his employees are exposed according to what is reported in the "Document of Assessment of Interference Risks" (DUVRI)
- 19.5. Art. 18 shall apply.

Art.20. Contractor's responsibility

- 20.1. With the acceptance of this contract, the Contractor undertakes to carry out the activities of this contract in accordance with the rules in force at the date of the contract governing the construction of cruise ships, in full compliance with the good naval norm, in compliance with the rules and regulations of good seafaring, as well as in compliance with the requirements and prescribed by the regulations in force on shipbuilding, Classification agencies and Registers, representatives of the Ship Owner, the Client and De Wave's Responsible Officers.
- 20.2. The official reference standards are the requirements stated by the SOLAS 1974 CONVENTION and subsequent amendments on the basis of the ship type, IMO RESOLUTIONS, U.S. Regulations. COAST GUARD and American Health Standards (U.S.P.H.S.).
- 20.3. The Contractor shall provide for all those supplies and work not expressly referred to, highlighted or discussed in this contract or in the documents attached to it, but that are an integral part of the completion of the activities in full satisfaction of the Classification agencies and Registers, of the Representatives of the Ship Owner, of the Client, and of the Responsible Officers of De Wave; i.e. all activities that make the areas finished, complete, functioning, delivered and tested to the full satisfaction of the Client and of the Ship Owner are at Contractor's expense, including the resolution of all the remarks that have been shown during the pre-delivery of Works / Areas and attributable to the Contractor's activities.
- 20.4. Completion of the works is deemed to have been achieved only with the final delivery of the work with full satisfaction of De Wave, of the Customer and of the Ship Owner. The contract is deemed to have been concluded at the end of the warranty period.
- 20.5. The Contractor is responsible for the resources to be used to carry out the various phases of the activities of the contract, which will be suitable and sufficient to meet the needs of the

program and may have to be varied in the course of work according to the programmatic needs without extra costs for De Wave

- 20.6 The Contractor shall be responsible for the exact fulfillment of the contractual conditions and the perfect execution and success of the works entrusted to it, in full compliance with all the prescribed standards, by any entity concerned; the Contractor acknowledges that the contractual terms are suitable to the achievement of such purposes. However, their observance shall not limit or reduce the responsibilities of the Contractor.

Art. 21 Independent organization of the enterprise. Treatment of personnel. Indemnification.

- 21.1 The Contractor shall execute the contract with its own independent organization, with its own resources and with its own personnel, taking full and complete responsibility of it.
- 21.2 The Contractor will guarantee to De Wave the timely payment of the amount owed to the personnel and to other related institutes, as well as the amount owed for remuneration to any self-employed person, also with reference to the applicable employment contract of respective category and to the applicable law in this field. Same guarantee shall be provided in respect of the correct and timely payment of social security contributions, welfare and insurance provided for by the provisions in force for both employees and self-employed workers.
- 21.3. The Contractor will be required to deliver to De Wave, on a monthly basis, complete documentation proving the payment of what is due in favor of the personnel (and of any self-employed workers) and of the Social Insurance, Assistance and Insurance Institutions, according to article 16.
- 21.4 If the contract is assigned to a Temporary Association of Enterprises, Consortia or companies that are in a network contract, the leading company shall have to fulfill the warranty and delivery obligations set out in the previous articles not only with reference to their own staff but also to the staff of each consortium or associated company.
- 21.5. In the event the above documentation is not provided or proves that the employer's obligations of salary payment and contributions have not been made, or if De Wave becomes aware of a failure by the Contractor (or its associated/consortium companies) to comply with its legal obligations, the Contractor hereby authorizes De Wave to withhold from the payments due to the Contractor those amounts corresponding to the sums owed and not paid.
- 21.6. The contractor undertakes to fully indemnify, defend and hold De Wave harmless against any damages or costs suffered by De Wave for contract breaches and failures to comply with obligations of law attributable to the contractor (or its associated/consortiated companies), particularly where De Wave, as an entity jointly liable by law (e.g.: art. 29 of Italian Legislative Decree no. 276 of 10 September 2003, art. 26 of Italian Legislative Decree no. 81 of 9 April 2008 and as subsequently modified and integrated) or as "Employer" under art. 1676 of the Italian Civil Code, is called upon to pay any remuneration or social security, welfare or insurance contributions and sanctions of any kind, compensation for damage, interest and legal costs including their own.

21.7. In light of the above indemnity obligation, the Contractor waives any possible future claims as to any interest (including default interest) and hereby authorizes De Wave, also on a cautionary basis, to withhold from payments due to it those amounts that it is required to pay by the competent public agencies and by the workers of the contractor itself (or its associated/consortium companies), and also authorizes De Wave to pay to the applicant the amounts ascertained as being owed, including any legal costs sustained by it, thereby releasing De Wave from the obligation to pay the amount to the extent of the amount already paid.

Art. 22. Liability for damages.

22.1. The Contractor is liable for all the damages to things or persons that may occur during performance of the Works.

22.2. In the event set forth in the foregoing paragraph, the Contractor shall be obliged to intervene in the legal proceedings brought by damaged third parties and to indemnify, defend and hold De Wave harmless.

22.3. In relation to the liabilities borne by the Contractor, on entry to the place of performance and/or delivery of the Works, he shall deliver to De Wave a suitable insurance policy taken out with a leading insurance company to cover civil liability for damage to third parties and/or workmen, and to installations, machinery, works and personnel associated with or otherwise relating to the performance of Works. This insurance must be taken out with a minimum coverage cap for each individual accident of EUR 2,000,000.00 (two-million) for damage to persons and EUR 1.000,000.00 one-million) for damage to things; such amounts shall be subject to automatic annual revaluation in line with the ISTAT (Central Statistics Institute) cost of living index from January 2017, or such higher value as is indicated in the particular order conditions. The policy taken out by the contractor herein must cover the entire duration of the effectiveness of the order and must, without reservation, also cover any damage caused by its suppliers.

22.4. The insurance shall expressly cover gross negligence of the insured party and gross negligence or willful misconduct of individuals which the contractor is liable for, pursuant to the law, or to the terms of these conditions or of the order.

Art. 23. Withdrawal.

23.1 De Wave, at its sole discretion, any time or for any reason, may withdraw from the contract in whole or in part or reduce its scope of supply, both before the its start or during the performance by written notice to the Contractor.

23.2 After proper inspection, De Wave shall pay for the works correctly performed, even partially, prior to the notification of the withdrawal, according to the amounts stated in the order, as well as the proven costs incurred and due to the withdrawal.

23.3 The Contractor waives to claim for any compensation for any indemnity, including direct, indirect, consequential damages, loss of profit included, that are related to the scope of work not performed. Art. 1671 and 2227 of Italian Civil Code shall not apply.

Art. 24. Termination clause.

24.1. De Wave, at his sole discretion and without prejudice to its right to claim for all related, connected and consequential damages, has the right to terminate the contract pursuant to art. 1456 Civil Code by written notice sent to the Contractor if any of the following events occur:

- . If during the Works it comes out that the Work Program has not been observed by the Contractor without any justified reason, and there is a significant delay;
- . if there is a delay that may lead to a postponement of the delivery of the works of over three weeks or the maximum amount of liquidated damages has been reached;
- . If the Contractor does not perform the work according to the terms and conditions of the contract or not according to De Wave directives;
- . change in Contractor 's ownership, even due to inheritance;
- . in case of non-compliance with the regulations for the entry of Companies in the site;
- . any event of significant default or any event decreasing De Wave confidence in the correct performance of the Contractor;
- . assignment of a credit or of the contract;
- . revocation of the Client's authorization to use the Contractor;
- . any other case of significant default;
- . conviction or investigation for a violation provided by Legislative Decree 231/2001 for which the Contractor is charged;
- . force majeure that prolongs for more than 30 consecutive days according to Art. 25.
- . should the Contractor suffer one or more protests or executive proceedings or instances of bankruptcy or voluntary liquidation procedure;;
- . non-compliance with safety regulations;
- non-delivery of the documentation referred to in Articles 16 (Joint Liability) and 19 (Access to Production Units and onboard);

24.2. In such events, except for force majeure, De Wave reserves the right to request direct, indirect and consequential damages to the Contractor and any loss of profit resulting from the termination of the order and without prejudice to possible contractual liquidated damages.

In the case of termination, De Wave shall only be obliged to pay at the contractual prices the activities regularly performed even partially prior to the notification of the termination.

24.3. Contractor hereby waives any claims and holds De Wave harmless from any claim for any title brought by the Client, by the Ship Owner, the Contractor's personnel and / or any third party in general resulting from De Wave termination for any of the above-mentioned reasons, except for the one for force majeure.

Art. 25. Force Majeure.

25.1 In any case of force majeure whatsoever which the parties are not able to foresee using due diligence, the parties shall be entitled to request the suspension and the restart of the contract execution within a term to be determined by mutual agreement.

25.2 Events of force majeure include wars, riots, sabotage, epidemics, explosions, fires, natural disasters, restriction in the use of energy, general lack of raw materials or other essential elements for production, embargoes, countrywide strikes called by trade unions to which the parties belong, injunctions from civil and military authorities if not due to Contractor's responsibility, and any other element that may not be predicted using due diligence.

25.3 In the events referred to in the paragraph above, delivery terms shall be extended for a period corresponding to the working days lost due to occurrence of the aforementioned force majeure events.

25.4 The party who is not able to perform its obligations or to receive the other party's performance due to a force majeure event, undertakes to notify to the other party (to the Purchasing Department for the supplier), within 7 (seven) days from the occurrence of said event, the date on which it has occurred and the date on which it presumably shall cease its effects.

25.5 Should the occurrence of force majeure events delay the progress of other works already scheduled in close association with the delivery of the goods affected by such events, the Contractor shall take any action and apply all remedies necessary in order to minimize such delay to any extent possible. In the event of negligent omissions by the Contractor, any additional cost De Wave may bear, shall be entirely charged to the Contractor, without prejudice to the right to compensation for any damages suffered by De Wave.

25.6 Should the events of force majeure continue for more than 30 (thirty) days, the parties shall be entitled to consider the order as terminated according to the procedures set forth in article 24 hereof.

Art. 26. Financial Guarantees.

The Contractor acknowledges that De Wave may request suitable guarantees from third parties to cover any advance payments, the quality and operation of the scope of supply and performance of the guarantee obligations to which the supplier is bound.

Art. 27. Credits assignment.

- 27.1 The Contractor shall not assign, including under a factoring contract, the credits accrued and that may accrue from the order.
- 27.2 Exceptions to this prohibition must be agreed with De Wave from time to time in writing

Art.28. No assignment of the contract and no subcontracting.

- 28.1. The total or partial assignment of the contract is forbidden to the Contractor.
- 28.2. Works must be performed under the full responsibility of the Contractor and his personnel properly trained and informed.
- 28.3. Works may not be subcontracted.

Art. 29. Prohibition of Publicity.

- 29.1. The Contractor shall not engage in any form of publicity making reference to any work made in favor of De Wave.
- 29.2. As an exception and at its sole discretion, De Wave may, from time to time, authorize special forms of advertising to be carried out in a manner which shall be agreed between the Parties.

Art. 30. Confidentiality.

- 30.1 For the purposes of this Article, "Reserved Information" means any information, knowledge, plan, know-how and, in general, any news of a technical, economic, commercial or administrative nature, as well as any design, document, electronic file or sample of material or product provided to the Supplier for the performance of the contract.
- 30.2 The Contractor agrees to keep the Confidential Information strictly confidential, to ensure its secrecy and to use it for the sole purpose of performing its obligations under the order. The Contractor undertakes not to disclose, circulate or communicate Confidential Information, even after termination for any reason or completion of the order, for any reason or in any manner to any third party and to take all necessary and appropriate measures and precautions to prevent unauthorized access, disclosure and unauthorized use of Confidential Information.

Art.31. Patents.

The contractor fully guarantees to De Wave that the works and goods supplied have not been and shall not be produced in violation of patent rights of any kind and belonging to anyone. If a claim related to the alleged violation of patent rights on the subject matter of the order were brought against De Wave before a court, the Contractor shall appear before such court, and hold De Wave harmless from any further consequences, both financial and non-financial.

Art. 32. Code of Conduct and Organizational and Control Model.

The Contractor undertakes to comply with the principles of the Code of Conduct and the Organisational, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 adopted by De Wave, published and publicly available on the website www.DeWaveGroup.com. In case of breach of the above by the Contractor, De Wave may terminate the contract without prejudice to any other action before any judicial authorities.

Art. 33. Enforceability.

- 33.1 L'Appaltatore per tutti i rapporti derivanti da ogni ordine di appalto, elegge domicilio presso la propria sede legale. For all reasons deriving from any contract, the Contractor is legally placed at its registered office.
- 33.2 The enforceability of each order is subject to the authorization of the Client, in the absence of which it will be deemed null and void; the enforceability is also subject to the return of the copy of the contract stamped and signed by the Contractor pursuant to Art. 2.1, to the presentation of both the Certificate of the Chamber of Commerce, from which the name of the legal representative and any other members of the board of directors of the company, and to a self-declaration pursuant to Articles 46 and 47 of D.P.R. No.445 of 28 December 2000, by which the legal representative and each member of the company's board of directors and the other persons indicated by law declare that they have not been subjected to preventive measures and are not aware of such procedures against themselves or of one of the causes for exclusion in the list of public suppliers or in the National Register of Manufacturers.
- 33.3 The above documentation must be delivered to De Wave whenever there are any changes, otherwise De Wave shall be entitled to suspend the remaining payments and to reserve any appropriate action to protect its rights.

Art. 34. Applicable Law – Disputes resolution.

- 34.1 These general conditions and the particular conditions of the order shall be governed by the laws of Italy, without reference to international civil law rules and to any other sources of law not expressly mentioned herein.
- 34.2 All disputes arising out of these general conditions and the particulars of the order and their execution shall be referred to an Arbitration Board composed of three arbitrators. Each Party shall appoint an Arbitrator, and the Third Arbitrator, who shall act as Chairman, shall be nominated by the two arbitrators and, in the event of disagreement or inertia, the nomination shall be made by the President of the Court of Genova.

The arbitration shall take place in Genoa.

The language of the procedure shall be Italian.

The Arbitration Board will decide within 30 days according to the law and in accordance with art. 806 ss. Code of Civil Procedure. The decision shall be final pursuant to art. 829, co.3 Code of Civil Procedure except in the event of breach of the rule of law relating to the object of litigation. In such case, the Court of Appeal shall decide the dispute according to art. 830, co. 2, Code of Civil Procedure. Such territorial jurisdiction shall not be waived even for reasons of connection or continece.

Art. 35. Environmental Policy.

By virtue of its environmental policy, De Wave prefers Environmentally Friendly Suppliers.

Art. 36 No waiver

Failure to enforce any of the opportunities or rights given by the contract and the General Conditions shall not be considered as waiver of such rights and shall not result in forfeiture.

Place/date

Signature

According to Artt. 1341 e 1342 Civil Code, the supplier declares he read and specifically approves the following articles: 2. Contract procedures and execution.; 3. Inspections; 4. Place of performance – acceptance; 5. Testing /acceptance of Works; 9. Changes in Works; 10. Delivery terms. Liquidated Damages; 13. Warranty; 14. Prices; 15. Invoicing and payments; 16. Compliance with the Law on joint liability of the Contractor and the Client; 21. Independent organization of the enterprise. Treatment of personnel. Indemnification; 22. Liability for damages; 23. Withdrawal; 24. Termination clause; 26. Financial Guarantees; 27. Credits assignment; 28. No assignment of the contract and no subcontracting; 29. Prohibition of Publicity; 32. Code of Conduct and Organizational and Control Model; 34 Applicable Law – Disputes resolution.

Signature