



**General terms and conditions of purchase for the provision of goods and services
of Grandi Navi Veloci S.p.a.**

1. Definitions – Scope of Application – Applicable Law – General Principles

1.1 These General Terms and Conditions apply to the contract concluded through purchase orders issued by Grandi Navi Veloci S.p.A., of which they form an integral and essential part.

1.2 In addition to the provisions set out in these General Terms and Conditions, the supply of goods and services is governed by the applicable statutory and regulatory provisions *pro tempore* in force, as well as by the rules of the Italian Civil Code and related laws.

1.3 The following conditions are the sole terms governing the purchase of goods and services by Grandi Navi Veloci S.p.A., having its registered office in Calata Marinai d'Italia, 90133 – Palermo (hereinafter also "**GNV**"). Any amendment, as well as any of the Supplier's terms and conditions of sale differing in whole or in part from these Purchase Conditions, shall be valid only if expressly accepted in writing by GNV and consequently incorporated into the purchase order. In the event of any discrepancy or inconsistency between these General Terms and Conditions and any "special conditions" issued by GNV in relation to specific business areas, the latter shall prevail.

2. Supply Conditions for Goods and Services – Perfect English Translation

2.1. Orders

2.1.1. Purchase orders issued by GNV shall constitute formal acceptance of the Supplier's commercial offer and shall include the information, references, and attachments necessary for the performance of the contract, such as, by way of example but not limited to: description of the goods/services, identification code, quantity, price, delivery date, place of delivery, references to applicable standards, specifications, and requirements. Accordingly, the contract shall be deemed concluded when the Supplier receives the purchase order from GNV in accordance with the offer.

2.1.2. Quantities, dimensions, or other parameters contained in the Supplier's offers or shared during negotiations or discussions of any kind for the purpose of enabling prior analysis of the offer may not be used by the Supplier to assert any additional and/or different economic claims from those agreed and stipulated in the purchase order.

2.2. Deliveries

2.2.1. The goods must be supplied at the place of delivery indicated in the purchase order.

2.2.2. The goods shall be delivered "franco destino" or "DDP – Delivery Duty Paid, place of destination" (according to Incoterms 2010), unless otherwise expressly indicated in the purchase order.

Grandi Navi Veloci S.p.A.

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Reg. Imp. di Palermo / R.E.A. n. 268303 - Cod. Fisc. / P. IVA n. 13217910150 - Cap. Soc. € 95.942.930,00 i.v.

www.gnv.it



2.2.3. The goods must be shipped in packaging suitable to ensure their arrival at destination in perfect working condition and shall travel entirely at the Supplier's risk until they are received by GNV at the agreed place of delivery.

2.2.4. The delivered goods must be accompanied by a transport document (DDT) indicating the purchase order number and the description of the goods as stated in the order, and, in the case of an immediate invoice being issued (as provided under Article 4 below), a copy thereof.

2.2.5. Delivery dates are binding on the Supplier and shall be considered final deadlines for the delivery of the goods or the performance of the services required under the order, in accordance with the delivery terms specified therein. Acceptance of goods delivered after the agreed delivery date shall not constitute a waiver by the company of any rights it may exercise, including the right to claim compensation for any damages.

2.2.6. The Supplier shall promptly inform GNV in writing if it foresees difficulties that may hinder its ability to deliver the goods or to provide the services within the required timeframe and quality, indicating the potential impacts and corresponding recovery actions.

2.2.7. Early and/or partial deliveries are not permitted unless expressly authorized in advance in writing by GNV, which reserves the right to charge any additional costs incurred due to early and/or partial shipments made without the required prior consent.

2.3. Conformity of Goods and Services – Returns Management – Warranty of Proper Functioning

2.3.1. Goods or services found to be defective or non-compliant with the purchase order shall be deemed as not delivered. In such case, the Supplier shall, at its own cost and expense, collect the goods or repeat the service or remedy any detected non-conformities within the timeframe communicated, and implement any actions indicated in such communication in order to preserve the validity and effectiveness of the contract.

2.3.2. In the event of non-conformity of the goods or services supplied, if the Supplier has already issued an invoice, it shall issue a corresponding credit note based on the instructions provided by GNV.

2.3.3. The Supplier warrants the goods sold or the services provided for a minimum period of 12 months from the date of delivery or execution of the service, unless a different term is specified in the purchase order.

2.4. Defects of the Purchased Goods

2.4.1. Pursuant to Article 1490 of the Italian Civil Code, the Supplier warrants that each good sold is free from defects that render it unfit for its intended use or that significantly diminish its value.

2.4.2. Otherwise, GNV shall have the right, at its sole discretion, to terminate the contract or to obtain a price reduction and/or the remedy of the defects within a period not exceeding 15 working days from the notification to the Supplier.



2.4.3. In the event of termination of the contract, the Supplier shall refund the price and reimburse GNV for the expenses and payments legitimately incurred for the sale, while GNV shall return the good, provided it has not perished as a result of the defects.

2.4.4. By way of derogation from Article 1495 of the Italian Civil Code, GNV may notify the Supplier of any defects discovered within 15 days from their discovery.

2.4.5. Pursuant to Article 1494 of the Italian Civil Code, the Supplier shall in any case be liable to GNV for damages arising from the defects of the goods sold.

2.5. Technical Documentation and Modifications

2.5.1. The description of the technical characteristics of the goods or services requested by GNV does not exempt the Supplier from the obligation to provide economically advantageous and technically defect-free solutions.

2.5.2. The Supplier shall promptly notify GNV in writing of any modification or improvement to the goods or to the object of the service deemed necessary or appropriate for the proper performance of the contract.

2.5.3. Additional services or modifications carried out without GNV's prior written authorization shall not constitute grounds for any claim by the Supplier.

3. Special Supply Conditions for Services

3.1. Service Execution Requirements

3.1.1. The services must be performed at the place and in the manner specified in the purchase order, in compliance, as applicable, with the required technical procedures, the relevant regulatory provisions, and all applicable safety measures.

3.1.2. The Supplier shall provide the services through its own organization, equipment, and personnel; it may subcontract the performance of services to third parties only with GNV's prior written consent. In the event of subcontracting, the Supplier shall not be released from its contractual responsibilities nor from compliance with these Conditions.

3.2. Performance of Activities in Areas Owned or Controlled by GNV – Worker Safety Requirements – Supplier's Liability

3.2.1. If the Supplier performs all or part of the services in areas owned or made available by GNV (e.g., in the case of installations), the Supplier undertakes to carry out such activities in full compliance with all applicable regulations on safety, prevention and protection, workplace hygiene, environmental protection, and good engineering practice, and shall impose such compliance on its employees and any subcontractors.

3.2.2. The Supplier therefore guarantees full compliance by itself and any subcontractors with the applicable provisions of the Consolidated Safety Act (Legislative Decree 81/2008, as well as Legislative



Decree 271/1999 and Legislative Decree 272/1999 where applicable) and with the instructions issued by GNV.

3.2.3. The Supplier shall provide GNV with the name(s) and specific duties of the person(s) within its organization responsible for fulfilling the obligations under Article 97 of Legislative Decree 81/2008.

3.2.4. For verification purposes, the Supplier shall produce, where necessary and upon request, all documentation required to demonstrate its technical and professional suitability.

3.2.5. In the event of subcontracting, the Supplier must verify the technical and professional suitability of the subcontractors according to the same criteria set out in the preceding points.

3.2.6. The Supplier is required to carry out a thorough and detailed inspection of the areas where the activities will be performed, together with a designated GNV representative, and to sign the corresponding joint inspection report. During the inspection, the work areas affected by the execution of the services will be identified and delimited, including any necessary signs and markings. The services shall be performed by the Supplier using its own personnel and equipment, without any relationship of dependence and/or subordination toward GNV. The Supplier shall therefore be entirely free to organize its activities as it deems appropriate, without prejudice to full compliance with the provisions of the Interference Risk Assessment Document (D.U.V.R.I.) pursuant to Article 26 of Legislative Decree 81/2008 or the Risk Assessment Document (D.V.R.) pursuant to Article 28 of Legislative Decree 81/2008, where applicable.

3.2.7. Pursuant to Article 70 of Legislative Decree 81/2008, all work equipment used by the Supplier must comply with the specific legislative and regulatory provisions implementing the relevant EU product directives.

3.2.8. The management, technical assistance, supervision, and control of the activities shall be carried out by a supervisor (or a designated substitute) to whom the Supplier shall grant all necessary powers and authority, including the power to effectively represent the Supplier in dealings with GNV.

3.2.9. The Supplier shall ensure that its employees, and the employees of its subcontractors, wear a garment or other agreed-upon distinctive sign identifying the company, and display their identification badge in compliance with Articles 18 and 21 of Legislative Decree 81/2008. The badge must include a photograph, the worker's personal details, the employer's name, the date of hiring, and the date of authorization for subcontracting.

3.2.10. The Supplier shall ensure that its personnel and the personnel of its subcontractors comply with the prohibition against accessing plants, departments, or areas other than those where the work is to be carried out, and shall ensure compliance with any prescribed access and exit routes.

3.2.11. The Supplier is liable for all damage caused to GNV and/or third parties and/or to property by its employees, collaborators, or by personnel of any subcontractors during the performance of activities in areas under GNV's responsibility. To this end, the Supplier undertakes to obtain, from a primary insurance company, a Third-Party Liability (RCT) and Employers' Liability (RCO) insurance policy of adequate value covering all possible risks associated with the services, and to provide GNV with a copy thereof.

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3.2.12. For special, hazardous, and non-hazardous waste generated by the Supplier's activities, the Supplier shall, at its own cost and expense, ensure treatment, transport, and disposal at an authorized facility, and shall provide GNV, upon simple request, with proof of full compliance with all applicable legal requirements.

3.3. Safety Requirements, On-Board Coordination, and Supplier Personnel Qualifications

3.3.1. Supplier Safety Obligations and Applicable Regulations

The Supplier guarantees that all activities covered by the Order will be carried out in full compliance with all applicable health and safety regulations, including, where relevant for activities performed on board vessels or in port areas, Legislative Decree 81/2008, Legislative Decree 271/1999, and Legislative Decree 272/1999, as well as GNV's technical and safety procedures in force *pro tempore*.

3.3.2. Personnel Qualification, Training and Suitability

The Supplier guarantees that the personnel employed:

- A) are qualified, trained, and suitable for the specific activities required;
- B) have been informed and trained on the specific risks of the ship environment and on applicable emergency procedures;
- C) have been selected on the basis of the activities commissioned by GNV, ensuring adequate technical and specialist competence;
- D) possess documentation proving their technical-professional suitability, to be provided upon request by GNV.

3.3.3. PPE, Equipment and Work Tools

The Supplier guarantees that its personnel:

- A) are provided with PPE suitable for the specific risks associated with the activity;
- B) use exclusively equipment, tools, and machinery that are compliant and certified pursuant to applicable law;
- C) keep the workplace in safe conditions for the entire duration of the activities.

3.3.4. On-Board Coordination, Access and Start of Activities

Before starting any activity, the Supplier's personnel shall:

- A) report to the On-Board Prevention and Protection Service (SPP) to receive information on vessel-specific risks, operating procedures, and authorized work areas;
- B) comply with all instructions issued by the Ship's Command and by the designated GNV personnel.

The commencement of activities is subject to completion of the on-board coordination procedure.

3.3.5. Work Permits



For all activities requiring a permit (including, by way of example, hot work, work at height, electrical work, work in confined spaces), the Supplier must obtain the relevant permit in advance, issued by the on-board personnel.

3.3.6. Conduct During Performance of Activities

The Supplier's personnel:

- A) must follow the operational instructions issued by GNV;
- B) may not access any area other than those authorized;
- C) must display an identification badge compliant with Articles 18 and 26 of Legislative Decree 81/2008;
- D) must keep the work area orderly and safe at all times.

3.3.7. Liability

The Supplier is liable for any damage arising from breaches relating to safety, without prejudice to GNV's right to full compensation for all direct and indirect damages.

4. Price, Payment Terms and Invoicing

4.1. The consideration due to the Supplier is indicated in the purchase order and may not be modified. Value Added Tax is not included and must be applied (in accordance with applicable law) to the amount of the consideration.

4.2. The consideration is all-inclusive and shall be paid, following issuance of the relevant invoice issued upon completion of the supply process, by bank transfer within 60 days end-of-month from the invoice date, unless otherwise specified in the purchase order.

4.3. Invoice payment shall take place provided that the invoice has been issued in accordance with legal requirements and includes, in addition to the information required by law, all details necessary for the execution of the payment procedure. In particular, the invoice must include: GNV's purchase order number, the description of the goods/services, the quantity and unit price of the goods/services, the currency and payment terms, and the references to the transport document (DDT). Should the invoice lack one or more of the above essential details, GNV will request the Supplier to make the necessary corrections or additions, with the payment terms restarting from the date of receipt of the amended invoice. It is understood that GNV shall not be held liable in any way for delays in payment arising from such substantive irregularities.

4.4. The Unique Office Code A4707H7 must always be included in the electronic invoice to allow the Interchange System (SDI) to correctly route the invoice to the appropriate receiving department. Non-Italian suppliers must send a digital copy of the invoice to the following email address: amm-fornitori@gnv.it.

4.5. Invoices issued with an incorrect VAT regime, or without reference to the nautical declaration protocol number where required, will be rejected. The Supplier is not permitted to assign, in whole or in part, to third parties any receivables arising from the contract.

5. Obligations Arising from Employment Relationships



5.1. For the performance of the contractual activities, the Supplier shall engage adequately qualified and/or specialized personnel with whom it maintains an employment and/or collaboration relationship, in compliance with applicable legislation. The Supplier, with respect to the personnel employed, is required to comply with all obligations deriving from the legislation and regulations in force regarding labor, social security, insurance, and accident prevention, bearing all related costs; to apply employment and remuneration conditions not inferior to those provided under the applicable collective labor agreements for the relevant category and in the locations where the activities are carried out, including any subsequent amendments or supplements; to continue applying the aforementioned collective agreements even after their expiry and until their replacement, for the entire duration of the contractual relationship; to comply with the obligations provided under collective labor agreements even where it is not a member of the signatory associations or withdraws from them; and to provide, upon GNV's request and within the timeframe specified by GNV, all documentation proving compliance with the above obligations, as well as, if requested, documentation relating to the registration of the employed personnel with the competent social security institutions and copies of the social security, welfare, and insurance contribution payments made.

5.2. Failure to comply with the obligations set out in paragraph 5.1 entitles GNV to terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by written notice to be sent to the Supplier by registered letter with return receipt or by certified email (PEC), without prejudice to GNV's right to claim compensation for damages.

6. Personal Data Processing

6.1. Pursuant to Article 13 of Regulation (EU) No. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (the "General Data Protection Regulation" or "**Regulation**"), GNV hereby informs the Supplier that it will collect, record, organize, store, and use personal data, both electronically and in paper form, for purposes connected with the performance of its corporate activities, and in particular for the Supplier's participation in the selection process, the potential issuance of the supply contract, the management of such contract, and compliance with the legal obligations related to it. For these purposes, providing personal data is mandatory. Such personal data may be disclosed to public or private entities where relevant for the aforementioned purposes. The Supplier may exercise, with respect to the existence and processing of its personal data, the rights granted under Article 12 of the Regulation.

Solely for the purpose of correctly recording the services rendered, GNV may process personal data relating to the presence of the Supplier's Personnel and any personnel employed by authorized third parties on GNV's premises, including by using information derived from corporate IT systems—such as, by way of example but not limited to, access control systems and related documentation.

The Supplier and the relevant Personnel retain the right to exercise the rights provided under Article 12 of Regulation (EU) 2016/679.

6.2. The Data Controller is Grandi Navi Veloci S.p.A., with registered office in Calata Marinai d'Italia, 90133 Palermo.

The contact point for any clarification is: dpo@gnv.it.
The full privacy policy is available at:
https://info.gnv.it/pdf/privacy/informativa_privacy_fornitori_dic2025.pdf



6.3. If the subject matter of the order involves the Supplier's processing of personal data pertaining to one or more categories of data subjects managed by GNV, GNV, in its capacity as Data Controller, hereby appoints the Supplier as Data Processor pursuant to Article 28 of the Regulation. The Data Processor confirms its full and detailed understanding of the obligations arising from the Regulation and undertakes to process personal data in full compliance with Article 28 of the Regulation and with the instructions provided by the Data Controller.

The Supplier shall comply with the Regulation and any implementing provisions, and shall be solely liable for any damages suffered by GNV as a result of non-compliance. In particular, the Supplier undertakes to comply with the following instructions:

- A) it is authorized to process personal data for which GNV is the Data Controller exclusively for the purposes set out in the order and shall operate on the basis of the detailed instructions provided, where applicable, by GNV's Representative;
- B) it shall mainly use electronic tools, operating in a manner strictly related to the purposes of the services to be performed, in full compliance with applicable data protection rules, including those relating to data security;
- C) it shall adopt all necessary physical and IT security measures to protect the integrity, storage, and confidentiality of the data, particularly with regard to "special categories of data" under the Regulation. In particular, the measures set out in Article 32 of the Regulation on minimum security standards shall be strictly observed. In addition, the Supplier shall adopt any specific measures required by the Data Controller, subject to approval of the costs proposed by the Supplier for measures exceeding the statutory minimum;
- D) it shall adopt all measures required to ensure compliance with the Regulation, to establish an organizational model consistent with legal requirements, and to prevent foreseeable damage or irregularities;
- E) it shall identify all persons under its authority who physically carry out data processing operations on behalf of the Data Controller and appoint them in writing as "authorized persons", providing them with appropriate and complete written instructions;
- F) it shall provide adequate training to authorized persons regarding their legal obligations, with particular reference to adopted security measures;
- G) it shall notify the Data Controller of any personal data breach immediately upon becoming aware of it;
- H) it shall communicate to the Data Controller the name and contact details of its DPO, if designated in compliance with Article 37 of the Regulation;
- I) where applicable, it shall keep a written record of all categories of processing activities carried out on behalf of the Data Controller, pursuant to Article 30 of the Regulation;
- J) it shall allow the Data Controller and its delegates to inspect the systems used for processing and the related security measures, cooperating fully during such audits;
- K) it shall promptly provide the Data Controller with written notice and a copy of any request received from data subjects exercising their rights under Article 12 of the Regulation, evaluating the legitimacy of the request together with the Data Controller and coordinating with the Data Controller to satisfy requests deemed legitimate;
- L) it shall ensure all obligations and requirements, including formal ones, towards the Supervisory Authority (Italian Data Protection Authority), where required and to the extent applicable, and shall promptly cooperate with both the Data Controller and the Authority, providing information on processing operations, allowing access to databases, facilitating inspections, and undertaking all necessary steps for prompt compliance with temporary prohibitory measures;



M) it shall allow the Data Controller and its delegates to monitor the systems used for processing and the relevant security measures, cooperating in all audits. Upon request of the Data Controller, the Supplier shall provide self-certification or certification—at the Data Controller’s expense—issued by specialized private entities recognized at European level in the field of data security. Equipment, structures, data, or information that are not essential for the purposes of the order and that pertain to the Supplier’s own business are excluded from such audits.

These instructions take effect upon the Supplier’s signature of this document.

7. Compliance with NIS2 Directive 2022/2555 – Cyber Security

GNV, as an Essential Service provider, must ensure that all supplies of goods and services that may impact the delivery of the essential service it provides are secure by design and by default.

Any supplier that accesses GNV systems, provides goods or systems to GNV, or generally performs services that may impact the essential service provided by GNV must complete and return the required cyber documentation, duly filled in and signed, ensure service resilience even in the event of a cyber incident, and may be subject to pre- and post-contractual audits carried out by GNV, with which it shall cooperate with the utmost diligence and transparency.

8. Confidentiality

With regard to any information, data, or knowledge of a technical, commercial, or any other nature — including, without limitation: any document, drawing, technical specification, commercial strategy — provided by GNV to the Supplier for the performance of the Contract (the “**Confidential Information**”), the Supplier undertakes, for the duration of the Contract and for three (3) years thereafter, to:

- (i) not disclose or otherwise make the Confidential Information available to any third party and to use such information solely for the purpose of performing the Contract;
- (ii) copy, reproduce, or duplicate the Confidential Information only to the extent strictly necessary for the performance of the Contract;
- (iii) immediately return or destroy, upon GNV’s request, any document or material containing or referring to Confidential Information.

It is understood that Confidential Information shall not include information that was already public at the time of its disclosure to the Supplier or that becomes public thereafter through no fault of the Supplier.

Pursuant to Article 1381 of the Italian Civil Code, the Supplier undertakes to ensure that the confidentiality obligations set out above are also complied with by any subcontractors.

9. Intellectual Property

The Supplier warrants that the use of the goods and services supplied to GNV does not infringe any third-party intellectual property rights, and undertakes to promptly settle any claims raised by third parties alleging infringement of their proprietary rights.



GNV holds full and exclusive ownership of all results generated by the Supplier in the performance of the contract, such as inventions, industrial designs, know-how, software, and any other results achieved in the execution of the contract.

GNV also holds full and exclusive ownership of the economic rights deriving from such results, including the right to file for and obtain patent protection and any other form of protection — in Italy and abroad — provided under applicable intellectual property laws, as well as the right to exploit and dispose of such results freely and without any limitation.

The Supplier undertakes to take all necessary measures to ensure the transfer and full ownership of such results in favor of GNV.

10. Compliance with Legislative Decree 231/2001

10.1. The Supplier declares that it is aware of the legislation in force regarding the administrative liability of legal entities, and in particular of Legislative Decree No. 231 of 8 June 2001, and that it has reviewed the organizational model adopted by GNV pursuant to the aforementioned legislation, available on the website <https://www.gnv.it>, with which it formally undertakes to comply.

10.2. In this regard, the Supplier declares that it has adopted corporate procedures and issued instructions to its employees and/or collaborators suitable to prevent the commission, including attempted commission, of the offences for which the sanctions provided under Legislative Decree No. 231 of 8 June 2001 apply, in accordance with the provisions of the organizational model adopted by GNV, and undertakes to maintain such procedures in effect for the entire duration of the contract.

10.3. The Parties expressly agree that non-compliance, even partial, the failure to adopt and/or the ineffective implementation of the aforementioned corporate procedures/behavioral rules constitutes a material breach of the contract. As a result, GNV shall have the right — upon sending the Supplier a notice by registered letter with return receipt or by certified email — to:

1. suspend performance of the contract (even where the circumstances become known through press reports);
2. terminate the contract;

without prejudice to the Supplier's obligation to compensate GNV for any damages suffered and to indemnify GNV against any action or claim by third parties arising from the Supplier's non-compliance with this article.

10.4. For maximum protection, suppliers may report, in the strictest confidentiality, any violation or suspected violation encountered in their dealings with GNV through the following link: <https://areariservata.mygovernance.it/#!/WB/GRANDINAVIVELOCI>

ART. 11 – EU Restrictive Measures – Prohibition on Sourcing from the Russian Federation and Supply Chain Verification Obligations





11.1. The Supplier declares and warrants that all goods, materials, components, technologies, software, and services of any kind supplied to GNV do not originate, directly or indirectly, from the Russian Federation, nor have they been manufactured, assembled, extracted, processed, developed, designed, or otherwise produced, in whole or in part, using products, services, activities, or entities traceable to the Russian Federation.

11.2. The Supplier further undertakes to ensure that no part of its supply chain — including manufacturers, subcontractors, distributors, agents, intermediaries, consultants, or collaborators — is owned, controlled, participated in, influenced by, or otherwise connected with entities located or established in Russia, or with individuals or legal entities included in restrictive, control, or sanctions lists adopted by the European Union.

11.3. The Supplier also declares that no third countries, intermediaries, operators, production facilities, or commercial channels will be used for the purpose of circumventing, even indirectly, the EU restrictive measures applicable to the Russian Federation, ensuring that the goods and services are not subject to triangulation, re-routing, transformation, or re-processing aimed at concealing an origin that is prohibited or subject to restrictions.

11.4. The Supplier undertakes to carry out, before and throughout the execution of the Contract, adequate due diligence, traceability checks, documentary verification, and continuous monitoring of the entire supply chain, adopting all measures necessary to prevent any involvement of entities, goods, or activities connected to the Russian Federation, in compliance with Legislative Decree No. 211 of 30.12.2025 (implementing Directive (EU) 2024/1226) and with the applicable EU restrictive measures.

11.5. Upon GNV's request, the Supplier shall immediately and unreservedly provide any information, declaration, certification, or documentary evidence necessary to prove full compliance with the above obligations, including information regarding its subcontractors, manufacturers, or any entities involved in the supply chain.

11.6. In the event of any breach — including potential, suspected, or under-investigation breaches — of the obligations set forth in this clause, GNV shall have the right to:

- A) immediately suspend the Contract and/or ongoing orders;
- B) request the immediate replacement of non-compliant goods or services;
- C) terminate the Contract with immediate effect pursuant to Article 1456 of the Italian Civil Code;
- D) claim full compensation for any damage, cost, sanction, or loss suffered;
- E) report the conduct to the competent authorities, where required under applicable law.

11.7. The Supplier acknowledges that failure to comply with the above obligations may constitute criminally relevant conduct under Legislative Decree No. 211/2025 and therefore undertakes to adopt all organizational, procedural, and control measures necessary to prevent such breaches, including periodic verification systems for its suppliers and subcontractors, and internal procedures for continuous monitoring of the supply chain.

12. Environmental Compliance





12.1. In order to fulfil environmental obligations in performing the supply of goods or services to GNV, the Supplier undertakes to comply with the provisions of Legislative Decree 152/2006 regarding environmental matters and waste management.

12.2. GNV reserves the right, in any case, to request from the Supplier documentation suitable to demonstrate compliance with the above-mentioned environmental regulations.

12.3. In the event of subcontracting by the Supplier, carried out in accordance with the methods and terms set out in paragraph 3.1.2 above, the Supplier shall remain responsible towards GNV for the proper fulfilment of all environmental obligations by its subcontractors.

12.4. Failure by the Supplier to comply with environmental obligations, or any irregularities identified by GNV pursuant to paragraph 12.2 above, shall entitle GNV to terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by written notice sent to the Supplier by registered letter with return receipt or certified email, without prejudice to GNV's right to claim damages.

13. Right to Review / Audit at the Supplier's Premises

GNV shall have the right to conduct any reasonable inspection or verification concerning the proper performance of the order by the Supplier, including at the Supplier's premises. Accordingly, the parties may be assisted by any expert or consultant of their choice. GNV shall inform the Supplier of the date of the inspection at least 10 calendar days in advance, and the Supplier shall confirm in writing the date and the place where the Goods will be available.

The Supplier may not refuse access to its premises for the purpose of the inspection. If, following an inspection, a non-conformity of the Goods is identified, GNV shall inform the Supplier, who must adopt all necessary corrective measures. The verification of the Goods by GNV shall in no way exempt the Supplier from its responsibility or from any legal or contractual obligations.

14. Governing Law and Jurisdiction

14.1. For all matters not expressly regulated in this document, the laws of the Italian Republic shall apply.

14.2. Any dispute shall fall under the exclusive jurisdiction of the Court of Genoa, with the express exclusion of any other concurrent jurisdiction or arbitration.

Signature for Acceptance

In accordance with Article 1341 of the Italian Civil Code and following, the Supplier declares that it has carefully read all the clauses contained in these "*General Terms and Conditions for the Supply of Goods and Services*" and, in particular, that it specifically acknowledges and approves the following clauses:

- 2.1 Orders
- 2.2 Deliveries
- 2.3 Testing of goods and services – Returns management – Warranty of proper functioning
- 2.4 Defects of the purchased goods



- 4 Price, Payment Terms and Invoicing
- 9 Intellectual Property
- 13 Right to review / Audit at the supplier's premises
- 14 Governing Law and Jurisdiction

Signature for Acceptance

