

IDAL GROUP S.c.ar.l.

“GENERAL TERMS AND CONDITIONS OF SALES”

These General Terms and Conditions shall apply to all sales and contracts issued and/or entered into by all companies of the Idal Group S.c.ar.l. Group, registered address at Via Cupa delle Grotte, 2 80050 Casola di Napoli (Naples) ITALY, VAT number IT 04138851219

1. Definitions

In these “General Terms and Conditions of Sale”, the following words will have the following meanings:

“Contract” means any written agreement between the parties concerning supply, maintenance, repairs or changes performed by the Seller, including any document, appendix, review or addition to the above mentioned document;

“Purchaser” means a person who buys, purchases or enters into or signs a contract/a purchase order for the supply, maintenance, repairs or changes of any complex system and equipment for the maritime, industrial, commercial and military sector;

“Equipment and System/s” means any component or system of components subject to supply, maintenance, repairs or changes by the Seller, based on a contract/purchase order received;

“Carelessness or Gross Negligence” means any act or omission that results in a failure or inefficiency with severe consequences that the

other party in the contract could have reasonably anticipate or detect or any intentional action that disregard the effects that this act or omission could exert;

“Written or in Writing” means any document, letter, notice, fax, e-mail, telegram or phonogram duly signed and initialled by the parties;

“Parts subject to wear and tear” means parts of equipment or systems subject to replacement over scheduled or preventive maintenance plan. The contract shall set forth clearly these parts and their relevant replacement periods, especially concerning limited life parts;

“Service or Maintenance Visit” means visit performed by the Seller’s technicians for the purpose of scheduled maintenance, repairs or changes, as regulated by the Contract;

“Supply” means delivery of spare parts required for maintenance, repairs or changes and/or Provision of Service for maintenance, repairs or changes.

“Seller” means all Companies of the Idal Group S.c.ar.l. Group.

2. Changes, Amendments

No change, amendment or addition to these conditions concerning contracts/orders entered into or confirmed by the Seller shall be binding, unless agreed in writing by a Company Manager or a Member of Idal Group S.c.ar.l. authorised to sign on behalf of the company. All notices, as defined by these Terms and Conditions or by the received orders, shall be in writing and sent to the Seller, as appropriate, and to the person specified in the contract/purchase order.

3. Captions or Notes

Captions or notes used in contracts/purchase orders do not apply to these Terms and Conditions and do not affect the meaning or the construction of any of the herein contained provisions. They apply only to the relevant contract/purchase order.

4. Law Compliance

The Purchaser agrees that all work performed under the contract/purchase order and all goods supplied under the contract/purchase order will comply with all laws (directives and regulations) of the European Union and its Member States. Laws and regulations of the European Union, single local and national rules, regulations, orders, edicts, requirements, directives, executive orders, and any possible modification that may now or hereafter apply to the performances regulated under the contract/purchase order shall be incorporated by these terms and conditions. The Seller ensures and declares they have taken and will continue to take the due care to ensure that during the

performance of the contract/purchase order none of their officers, representatives, employees, agents or any other consultant will make any payment that infringes laws (directives and regulations), rules of the European Union and its Member States, as well as single local and national rules or regulations.

5. Confidentiality

Both parties must comply with the duty of confidentiality in their relationships, considering that both of them may obtain confidential and/or proprietary information that shall not be disclosed in any case, unless with the written consent of each party.

6. Entirety of the Contract/Purchase Order

The parties agree that any contract/purchase order refers to the terms and conditions approved for the whole agreement and no other promise, statement, agreement or understanding shall be considered part of the Contract, other than these herein included. In contracts where the Purchaser is registered outside Italy, all terms and conditions set forth in this agreement and defined in the "2000 International Commercial Terms" ("INCOTERMS2000"), shall be considered to be part of the contract/purchase order.

7. Gifts, Events, Travels

The Seller's employees or relatives shall not ask for or accept gifts, favours, loans or similar advantages or benefits from external people who carry on or may carry on business with the Seller. The Seller shall not accept or offer ad

and promotional articles that exceed the value of € 50.00, occasional meals, parties or entertainment events that exceed € 75.00 per occasion, provided that they cannot reach the total amount of € 150.00 in a calendar year. Cash gifts, cheques, and presents with an investment value such as stocks, bonds, etc. with a value that exceed € 150.00 are strictly prohibited. In particular, these restrictions also apply to the following Seller's employees:

- (I) Employees who receive purchase orders or approve contracts with the Purchasers, employees who have relationships with or issue purchase orders for suppliers and/or subcontractors;
- (II) Employees involved in the selection, recommendation and approval of suppliers;
- (III) Employees who receive goods or carry out assessments or inspections of the work performed by the supplier or follow quality control procedures;
- (IV) Technicians, engineers, supervisors or employees with technical roles;
- (V) Employees who assess suppliers' offers, pay invoices or receive payments by customers.

None of the parties shall in no case accept or offer, urge or donate any sum of money by any of the Purchaser's employees with the nature of a secret mark-up, illegal misconduct or corruption in order to do or carry on business, enter into a contract, win a purchase order or gain any advantage. In addition, none of the Seller's employees shall accept loans from any person or organization that has or carries on business relationships with the Purchaser, except recognised financial institutions at

applicable standard interest rates at the time of the loan. Any action by the Seller or their employees to infringe or lead to infringe the aforementioned provisions will result in the immediate termination of the agreement.

8. Delivery and Schedule

Goods or services shall be delivered to the seller or performed by the date designated in the Contract/Purchase Order. This is the agreement principle on which all seller's operations, scheduled and unscheduled maintenance and production schedule rest. Time is of the essence in the performance of this Contract/ Purchase Order, and the Seller agrees to complete all the work not later than the date stated in the Contract/Purchase Order, provided that the purchaser has implemented and performed all the necessary activities in time for the performance of the Contract and the release to the Seller of Vessel, systems or structures involved within the required timeframe. If the seller fails to deliver or render a timely performance for more than 30% of the agreed delivery or performance time, the purchaser has the right to cancel, purchase elsewhere and/or hold the seller accountable for additional costs, fees, or charges under the direct scope of this Contract/Purchase Order. The Seller shall take any reasonable measure to pack, label and ship on vessel any material, spare part or equipment required for their performance in compliance with the usual procedure or the procedure set out in the Contract/Purchase Order or based on the requirements of the common carrier and the instructions, if any, set out by the Purchaser in the Purchase Order. All invoices, packing lists, bills of lading and any required shipping document must show all the relevant details. The seller shall ensure the lowest shipping fee

available consistently with the required service and the Purchaser will be charged for it. The Purchaser may also personally deal with the shipment but will be anyway held accountable for what received in their care by the Seller until the delivery to the agreed place. The delivery of goods or services shall not be deemed to be complete until goods or equipment are actually received and accepted by the Purchaser or a Purchaser's legal representative. Notwithstanding any agreement about freight costs, transport charges, duties, advance payments, title and risk of loss or damages shall be on the Purchaser until the acceptance of goods and equipment by the Purchaser or a Purchaser's Legal Representative. If the Seller is performing works on the Purchaser's site or vessels or on premises in custody of the Purchaser, the Seller shall be represented during the whole working time on the site or on board Vessel by qualified supervision deemed to be adequate by the Purchaser, who shall be authorised to act in the name and on behalf of the Seller in all matters related to the performance of the operations. The Seller accepts the responsibility for the working area where the performance under this Contract/Purchase Order is taking place as for the compliance with all rules, regulations, laws and orders issued by Government authorities and relevant bodies, subject to the compliance of the Purchaser with all laws concerning safety at work and on board vessels.

9. Force Majeure

The Seller shall not be held accountable for delays, if any, in delivery or release of vessels or systems due to any of the events of any nature or kind beyond their reasonable control. The event shall be properly documented and a

relevant written notice shall be served to the Purchaser or their legal representatives upon its occurrence. The contracting party shall take any reasonable measure to reduce delay, including overtime work, shift increase, or overwork on Public Holidays, reserving the right to charge the Purchaser for relevant extra charges.

10. Insurance

IDAL Group owns a comprehensive General Third Party Liability Insurance with a limit of 2,000,000.00 €

11. Liability and Compensation

Notwithstanding anything to the contrary in this Contract and except as required by law, IDAL Group Scarl will not be liable for indirect and/or consequential special damages or losses, if any, such as but not limited to loss of revenues, use, power, speed, capital costs or costs of powers or replacement performance. In compliance with the Contract/Purchase Order, in no event Idal Group liability shall exceed 15% of the contract price, per each type of damage, including the amounts due for settled claims, fines and termination damages resulting from warranty, tort (negligence included), absolute liability, contract, compensation or other. Moreover, the Purchaser will have no right to any compensation above the aforementioned liability limit by virtue of an agreement, offsetting or in any other way. This remedy will be the only compensation for the Purchaser/Customer.

12. Jurisdiction

The Italian Law shall govern any contract/purchase order signed or received by the Seller. Any dispute or claim arising out of or in connection with the contract/purchase order that cannot be settled amicably shall be referred to arbitration in Torre Annunziata, Italy. The number of arbitrators shall be three. Each party shall be entitled to appoint an arbitrator and the third arbitrator shall be appointed by the President of the Court of Torre Annunziata, if no agreement has been reached by the two parties. If a party fails to appoint an arbitrator within 20 days after the service of the notice, on application of the other party who appointed their arbitrator, the President of the Court may appoint an arbitrator who shall have the like powers to act in the reference.

13. Code of Ethics and Conduct

IDAL Group Scarl complies with a code of ethics called "IDAL Code of Conduct", available on the corporate website www.idalgroup.it. Therefore, Customers, Suppliers, Contracting Parties, and Consultants who have business relationships with IDAL Group shall also comply with it and maintain and apply the highest ethical standards. Any violation of our policies will be deemed as a serious breach of the Contract/Purchase Order and may result in adequate actions, including the termination of the contract for non-compliance.

14. Travelling Expenses & Waiting Time

The Purchaser shall refund all travelling expenses including food and accommodation for each member of the IDAL Group's maintenance and repairs staff concerning the repairs and

services included in the Contract/Purchase Order from their departure until their return. These expenses include but are not limited to harbour entrance and exit charges, flight expenses (economy class if available; otherwise, business class) accommodation, awayday, laundry, tips, taxi fees and/or other transport fees required to reach headquarters, accommodation facility and working sites. Waiting and travelling time will be charged to the Purchaser and will be calculated starting from departure from the IDAL Group offices or workshop, and as the case may be, to arrival at the place where services will be performed. The same will apply to IDAL Group staff's return travelling time. The applicable fees will be the fees in force at the time of the signature/issue of the Contract/Purchase Order. Alternatively, the Purchaser will supply on their own responsibility and at their own expenses the travelling tickets, food and accommodation with suitable and appropriate solutions, as if they were their own staff.

15. Non-Disclosure and Property

Intellectual property and all rights for materials and goods and/or sold or purchased services in connection with this contract/purchase order including but not limited to drawings, technical documentation, creative ideas therein included, all preliminary materials or goods, sketches, layouts, tooling, moulds, dies, negatives, photographs, drawings, blueprints or their relevant specification shall be vested exclusively in the Seller. The Purchaser shall not copy or reproduce in any form goods or services purchased in connection with the contract/purchase order but may use the same reasonably in all forms, notwithstanding the liability connected with their use. All plans,

drawings, and specification supplied by the Purchaser to the Seller shall remain property of the purchaser or customer, and any information derived from or otherwise communicated to the Seller, shall be regarded by the Seller as strictly confidential and shall not be disclosed to any third party, without the prior written consent of the Purchaser. Upon the Purchaser's request, the Seller shall promptly return all property, drawings, specification and like material supplied by the Purchaser. No drawings, data and technical information that will be supplied by the Seller to the Purchaser under this contract/purchase order as specified in this clause shall be deemed directly or implicitly, to grant any license, any patent participation and/or use and/or marketing rights now or hereafter. This clause will survive without express termination the applicable Contract/Purchase Order expiration.

16. Order of Precedence

In case of conflict between documents in connection with this contract/purchase order, the Order for such disputed matters follows:

- (i) Contract and Standard Terms and Conditions;
- (ii) Purchase Order and Change Orders;
- (iii) Technical and Material Specification;
- (iv) Amendments, annexes and specification supplied by the Seller of goods and services, defined as the scope of work under the contract/purchase order;
- (v) Any other document, attachment and relevant specification expressly referred to in the contract/purchase order.

Any of the terms and conditions of the Purchaser's Purchase Order which specifically conflicts with terms or conditions contained herein shall be void and without legal effect and controlled by these terms and conditions.

17. Payment

Payment terms are generally net 60 end of month (unless otherwise stated in the contract/purchase order). Goods and services will be considered accepted if upon receipt they are accepted without any claim by the Purchaser at final destination (vessel, office, the Purchaser's facilities or the Purchaser's Agent). In any event, returns, complaints and claims must be submitted within seven (7) working days after the receipt, as stated in the delivery note or in the handover/maintenance report. Payment periods shall be calculated after either the date of receipt of invoices or the date of receipt and acceptance of goods or services, whichever is later.

18. Price

The Seller ensures that prices of goods or services included in this contract/purchase order are not higher than those estimated or known by the Purchaser, unless otherwise specified in the Contract/purchase order. Moreover, the Seller ensures that the prices are the lowest prices charged by the Seller to purchasers of a class similar to the Purchaser, under conditions similar to those stated in accordance with the contract/purchase order and the prices do not exceed the fullest extent authorised by applicable laws. However, the Seller retains the right to give price reductions pursuant to the most favourable or best value conditions in

connection with a certain contract as but not limited to quantity, repetitions, favourable payment terms, down payments, etc.

19. Advertisement, Promotion, Press Releases

Without the prior written consent of the Purchaser, the Seller shall not issue any press release and advertisement, print and disseminate promotional material regarding any contract/purchase order or publish any other information about the Purchaser without express authorization.

20. Quality, Warranties, Ownership, and Remedies

The Seller ensures that all manufacturing processes, materials and equipment supplied hereunder shall conform to the project's specification and drawings, and to the contract/purchase order. Moreover, the Seller, for the benefit of the Purchaser, shall obtain from their suppliers and/or sub-contractors such guarantees against manufacturing or material defects as they are reasonably obtainable on manufacturing and materials supplied under the contract/purchase order. The Seller agrees to support the Purchaser to the extent requested by the Purchaser in the enforcement of all guarantees obtained from their suppliers and subcontractors. The Seller undertakes to repair or replace satisfactorily for the Purchaser goods or works with defects within nine (9) months after the physical installation or six (6) months after the use on board the vessel or in any other place that the Purchaser shall define as a delivery place and to which the contract/purchase order refers. All costs associated with the warranty claim shall be

borne by the Seller, except any direct or indirect damage, loss of profits and production, offhire, and so forth. Any inspection or acceptance test shall not diminish the Seller's warranty obligations or the acceptance of such defects. Subject to prior agreement with the Seller, all goods shall be subject to inspection by the Purchaser at all reasonable times, including inspection during manufacturing or after production. If such inspection or any test have to be performed on the Seller's premises, the Seller shall provide reasonable facilities and assistance for such inspection, free of charge.

Inspection and approval by the Purchaser at the Seller's premises do not foreclose the defect rejection upon discovery after a further inspection. All goods rejected by the Purchaser shall be promptly repaired or replaced at the Seller's cost. The Seller shall pay all expenses borne by the Purchaser to return rejected goods.

21. Records and Audit

To the extent that the Seller is producing material or performing services specifically for the Purchaser, or if the Seller is performing work on the Purchaser's premises or is performing work for the Purchaser outside the Purchaser's premises, the Seller shall keep records as follows:

- (I) The Seller shall keep accurate daily records for all work performed, and upon request, it shall provide copies to the Purchaser.
- (II) The records shall include the hours worked by each employee, the type of work performed, the time cost, equipment and materials used and

any other cost item claimed by the Seller or for which the Purchaser shall have reimbursed the Seller.

- (III) The Purchaser has the reasonable right to check, inspect and audit such records and work during regular business hours.
- (IV) The Seller shall keep these records for 12 months after the completion or the termination of the Contract/purchase order.

22. Separability of Provisions

In case any one of the provisions contained in the contract/purchase order shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair the validity, legality or enforceability of the other provisions hereof. In case of conflict between the provisions herein contained and the provisions of the contract/purchase order, the Italian Law and Civil Code will prevail. In the event of conflict between provisions, the concerned provisions shall apply only to the extent they provide additional rights to, or lessen obligations of the Seller pursuant to the Italian Law and Civil Code. The Purchaser and the Seller reserve the right to cancel or modify any obligation contained herein, based on specific negotiations and without the consent of any third party.

23. Taxes

Unless otherwise provided in the contract/purchase order, the price includes all applicable taxes, duties and levies or any

exemption of the European Union or its Member State. The Purchaser shall provide the supporting documentation for tax, levy or duty exemption, if any.

24. Title to Ownership

The Purchaser shall own the works completed or yet to be completed and all machines, equipment, materials, and supplies, whose cost has been fully paid to the Seller. The Seller shall own and have the copyright of any study, project, drawing, plan, specification, test result, invention, industrial patent rights (including data produced by computers or other electronic devices, and stored on disc, tape or any other system) and any other data in whatever state of completion prepared by the Seller. Upon completion or termination of the contract / purchase order, the Purchaser shall have the right to use them for any purpose whatsoever, without the Seller's right to any additional payment therefore. However, the Purchaser shall be held bound by confidentiality and non-disclosure provisions to third parties without the Seller's prior express consent.

25. Maintenance, Repairs and Modification

The Orgalime M-2000 "General Conditions for Maintenance", as amended for each specific contract/purchase order, shall apply to all maintenance, repairs and modification services.

26. Safety at Work

IDAL Group Scarl complies with a strong and secure set of procedures for safety at work. These procedures include the abidance by

workplace health and safety national and local laws and the Purchaser's workplace safety standards. The Purchaser shall supply safe working conditions and information concerning any danger on their sites, as well as the related risks, before starting any work in each place in their control. IDAL Group S.c.a.r.l staff has the right to stop any work in case of safety risks due to unsafe working conditions. All works shall be performed in such a manner as to not interfere too much with the Purchaser's operations or the Ship-owner and the charterer's work or the other suppliers in the concerned premises. The Seller shall take every precaution to protect premises and people from damages or injuries, through any necessary precaution, device or procedure required to prevent work injuries and accidents, pursuant to applicable laws and provisions. The Seller shall work together with the Purchaser to draft and fill in any required documentation and application provided by laws and regulations. At all times during the performance of the contract/purchase order, the Seller shall keep the premises clean and free from accumulation of waste material and rubbish. Upon completion of works, the Seller shall remove all tools, equipment, materials and waste for which they are responsible and bring back the existing systems that they had disrupted to their original condition.

2. Mr. Gabriele del Sorbo, Engineer
Mob. +39 328 7052325
3. Mr. Michele Di Nocera, Engineer
Mob. +39 335 6429142

27. Emergency Notices

The IDAL Group's Maintenance, Repairs and Modification unit provides a 24/7 comprehensive assistance service. In case of emergency, please contact the representatives mentioned below:

1. Mr. Giancarlo Coletta, Engineer
Mob. +39 328 3603946