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P. IVA: IT01638840189 – C.F./REG. IMP: 01638840189
R.E.A.: PV-199274 – Share Capital: Euro 100.000 i.v.
Company subject to management and coordination
of MARCHESINI GROUP S.P.A

General Terms and Conditions of Purchase for the supply of goods or services to SEA Vision S.r.l.



1. Area of application of the present General Terms and Conditions of Purchase

1.1 The present general terms and conditions of purchase (hereinafter, "**General Conditions**" or "**GCP**") regulate the terms and conditions that shall apply to the purchase, by SEA Vision S.r.l, with registered office in Pavia (PV), Via Treves n. 9E, VAT no. and C.F. no. 01638840189 (hereinafter, "**SEA Vision**" or the "**Company**"), of goods or services from the Supplier (as defined below), and are incorporated by reference in any purchase, supply or other agreement entered into between the Company and the Supplier for the purchase of goods and/or services ("**Agreement**"). In the context of the present GCP, SEA Vision and the Supplier shall each be referred to as a "**Party**" and jointly as the "**Parties**".

1.2 The present General Conditions constitute an integral part of the Agreement between the Supplier and the Company and, as such, supersede and cancel any other agreements contained in previous agreements, including verbal agreements, order confirmations or other documents from the Supplier.

1.3 The present GCP do not imply any exclusivity obligation for SEA Vision, nor any obligation for SEA Vision to purchase minimum quantities of goods and/or entrust minimum quantities of services, unless otherwise expressly agreed in the Agreement.

2. Definitions

"**Goods**": shall mean the products better specified in the Agreement between the Parties.

"**Supplier**": shall mean the natural or legal person from which the Company issues an order for the Goods and/or Services.

"**Order**": shall mean the written document, legally binding, through which SEA Vision, in its capacity as principal or purchaser, formalises to the Supplier, which accepts, its intention to carry out a commercial transaction concerning one or more services or obligations already defined in all its fundamental elements as a result of previous negotiations positively concluded between SEA Vision and the Supplier.

"**Offer**": shall mean the offer for the supply of Goods and/or Services sent by the Supplier to SEA Vision, after having been discussed with SEA Vision.

"**Services**": shall mean the services better described in the Agreement between the Parties.

3. Validity of offers and orders - Order of Priority

3.1 For the supply of Goods and/or Services, the Supplier shall send its Offer by e-mail or PEC to the Company, indicating, *inter alia*, the following information (i) the price for the Goods and/or Services requested, (ii) the terms of payment of the price, if different from those set forth in the present General Conditions, (iii) the terms and conditions of delivery and/or installation of the Goods and/or performance of the Services, if different from those set forth in the present General Conditions.

3.2 The Supplier's Offer shall contain the express provision that the contractual relationship between the Parties shall be governed by the present General Conditions (specifying the date of signing), which form an integral and substantial part thereof. Along with the Offer, the Supplier shall forward to the Company the questionnaire "SEA Vision Onboarding Supplier Questionnaire" duly filled in for the purpose of the registration of the Supplier in the SEA Vision suppliers' register.

3.3 The Agreement is concluded with the issue of the Order by SEA Vision, which will be transmitted to the Supplier by e-mail or PEC.

3.4 In the event of a conflict between the Offer, the Order and the General Conditions, shall prevail in order of priority: the Order, the General Conditions, the Offer.

3.5 Any terms and conditions of the Supplier that are conflicting with or different from the present General Conditions or other general commercial conditions will not apply. Conflicting or different conditions will only and exclusively apply if SEA Vision has expressly accepted such conditions in writing.

3.6 In the event that SEA Vision and the Supplier have entered into an agreement according to a contractual form different from those listed above (i.e. framework agreement, private deed, or other type of double signature agreement), the expressly agreed clauses, which may conflict with the provisions of the present GCP, shall prevail over the GCP.

3.7 The invoices, delivery notes and related correspondence shall indicate all the agreed details and the SEA Vision Agreement number.



4. Documents required

4.1 On request by SEA Vision, the Supplier shall be required to submit the copy of the following documents to SEA Vision:

- Registration with the Chamber of Commerce, Industry and Crafts (CCIAA);
- Certificate of paid contributions or DURC;
- DVR (Risk Assessment Document).

4.2 In the event that the Supplier is a company, upon SEA Vision's request, it will also be required to submit the following documents:

- Operational Safety Plan (O.S.P.) in the case of a construction site or Specific Risk Assessment Document for the activities to be carried out (DVRs);
- List of personal protective equipment (PPE);
- Appointments and certificates for the RSPP, Supervisors, RLS, fire-fighting and first aid officers;
- Documentation relating to each worker operating in the workplace.

4.3 In the event that the Supplier is a self-employed person, upon SEA Vision's request, it will also be required to submit the following documents

- List of the personal protective equipment supplied (PPE);
- Certificates pertaining to its training and health suitability where expressly provided for by Legislative Decree 81/08;
- Health suitability, where expressly provided for by Legislative Decree 81/08.

5. Warranty

5.1 The Supplier undertakes to supply the Goods or to provide the Services in strict compliance with the quality and technical requirements agreed upon between the Parties.

5.2 The Supplier undertakes to guarantee the good construction and quality of the Products/systems to be supplied during the Warranty Period. In particular: (i) it guarantees that the Products are free from manufacturing defects; (ii) it provides a repair service during the Warranty Period in the manner and under the operating conditions agreed.

5.3 The Supplier shall comply with the laws and regulations in force in the Country in which the Goods are manufactured and in the Country to which they are delivered, or in which the Services are performed, with respect to all regulations concerning manufacturing, packaging, safety, consumer protection, environmental protection, delivery of the Goods and performance of Services. The Supplier shall also hold all authorizations, licenses and permissions required by applicable law to manufacture and/or supply the Goods or provide the Services. In the event that the Supplier falsely declares the existence of such authorizations, licenses or approvals, this may be cause to terminate the Agreement.

5.4 In the event of a purchase of Goods, the Supplier shall deliver to SEA Vision all technical documentation, including any conformity certificates, required for the supply of the specific Goods. The Goods shall be manufactured in compliance with the most recent technical requirements and standards. Exceptions to the above provisions regarding the production of the Goods shall be communicated by the Supplier to SEA Vision, and the latter, without prejudice to the right to proceed for any compensation for damages suffered, may, at its discretion, confirm the purchase or withdraw freely, without further costs, expenses or obligations of any nature at its charge.

5.5 The Supplier declares that the Goods and/or Services are exempt from any defects that would make them not suitable for their intended use or would significantly diminish their value and, for this purpose, provides a suitable guarantee in accordance with the law. The Company therefore undertakes to notify the Supplier, by registered letter with acknowledgement of receipt or by PEC, of any defects or non-conformities within the time limit of 8 (eight) days from the discovery of such defects or non-conformities. The Company may in this case, at its own discretion, demand the resolution of the Agreement that has arisen or the reduction of the price, without prejudice, in any case, to the right to reimbursement of damages.

5.6 Notwithstanding the above, the Supplier guarantees the proper functioning of the Goods for a period of 2 (two) years from the date of delivery. The Company therefore undertakes to notify the Supplier, by registered letter with acknowledgement of receipt or by PEC, of the malfunctioning of the Goods within the time limit of 30 (thirty) days from their discovery. The Company may then request, at its discretion, the remedy of repair or the replacement of the Goods, barring that the remedy requested is objectively impossible or excessively onerous in comparison to the other. In the alternative, if the repair or the replacement is not possible or is excessively onerous, the Company may at its discretion request the resolution of the Agreement arising in relation to each Order or the reduction of the price,



without prejudice in any case to the right to compensation for damages. In any case, malfunctioning defects resulting from failure or insufficient maintenance of the Goods by the Company or from the natural action of ordinary use of the Goods and from the passing of time are excluded from the present warranty.

5.7 The Supplier further declares that the Goods are in its exclusive legal availability and are not subject to any restrictions, charges and/or collateral. To that end, the Supplier shall provide a suitable warranty for eviction in accordance with the law, indemnifying and holding the Company harmless for any damage or action, suit, claim, liability, proceeding, judgement, damage, loss, cost, charge or expense resulting from any dispute or action brought by third parties asserting rights or claims relating to the Goods against the Company.

6. Delivery of the Goods and/or performance of the Services

6.1 The Supplier undertakes to ensure the delivery of the Goods and/or performance of the Services in accordance with the timeframe provided in the Agreement.

6.2 The Parties undertake to act in good faith and fairness to ensure the proper delivery of the Goods and/or performance of the Services and to promptly notify each other of any circumstances that may be pertinent to the fulfilment of the individual contractual relationship.

6.3 Delivery of the Goods and/or performance of the Services shall be carried out by the Supplier in full autonomy and under its sole responsibility, in strict compliance with any applicable legislation.

6.4 It is understood that, even if a Party issues instructions to the other Party for the delivery of Goods and/or performance of Services, the latter shall under no circumstances limit the autonomy of the other Party and each Party shall be solely responsible for its own organization of means and persons. Accordingly, neither Party shall under no circumstances exercise any management or disciplinary power over the other or its employees.

6.5 The Supplier declares and guarantees that it has the requested competence and professionalism for the best performance of the supply and delivery of the Goods and/or performance of the Services and undertakes to comply with and respect the applicable regulations and the rules of professional diligence of the sector, taking care to immediately inform SEA Vision of any event, situation, fact that may compromise the performance of the supply and/or delivery of the Goods and/or performance of the Services. In turn, SEA Vision shall do everything in its power to facilitate the supply and/or delivery of the Goods and/or the performance of the Services by the Supplier.

6.6 The Supplier shall be liable for any damage to persons or goods of SEA Vision or third parties, in the execution of the supply and/or delivery of the Goods and/or in the performance of the Services. The Supplier undertakes to indemnify and hold SEA Vision harmless from any liability action that may be initiated against the latter by reason of non-fulfilments and breaches directly and indirectly connected to the supply and/or delivery of the Goods and/or performance of the Services.

6.7 The Supplier undertakes to deliver the Goods to SEA Vision and/or perform the Services within the terms indicated by SEA Vision in the Order (the "**Delivery**"). The Delivery shall be understood to be executed with the delivery of the Goods and/or performance of the Services at the place indicated by SEA Vision in the Order.

6.8 In the event of delay of Delivery attributable to the Supplier and exceeding 10 (ten) working days with respect to the term indicated by SEA Vision in the Order ("**Delivery Term**"), without prejudice to SEA Vision's right to terminate the Agreement, SEA Vision shall be entitled to apply a penalty for each day of delay, equal to 1.5% on the value of the supply. In such event, the compensation between the Price and the penalty is allowed and therefore, if applicable, the Price shall be reduced by an amount equal to the amount of the penalty. In any case, SEA Vision's right to compensation for further damages remains unaffected.

6.9 In the event that the supply also includes the installation of the Goods, the Price indicated by the Supplier shall be understood as encompassing also the costs of the installation. In such case, the Delivery of the Goods may take place at the time of their installation, or at different times, but in any case at the place of installation specified by SEA Vision in the Order. If the Delivery of the Goods is not concomitant to the installation, it is SEA Vision's sole responsibility to keep the Goods in good condition in order for the Supplier to be able to carry out the installation at a later time.

6.10 The execution of the installation shall take place within the term indicated by SEA Vision in the Order (hereinafter, the "**Installation Term**"). In the event of a delay in the installation attributable to the Supplier and exceeding 10 (ten) business days with respect to the Installation Term, SEA Vision shall be entitled to apply a penalty for each day of delay, equal to 1.5% on the value of the supply. In this case, the compensation between the Price and the penalty is allowed and therefore, if applicable, the Price shall be reduced by an amount equal to the amount of the penalty. In any case, the enforcement of the penalty shall not prejudice SEA Vision's right to proceed with legal action in order to obtain the compensation for any additional damages.



6.11 In order to allow the installation of the Goods, SEA Vision authorizes the Supplier to appoint qualified technicians to carry out the necessary checks and to let them access the installation site in order to carry out all the necessary surveys and technical investigations. For the purposes of the installation, the Supplier guarantees to comply with all legal provisions, as well as with the collective agreements in force concerning the economic treatment of employees and the rules on employment, as well as the payment of social and welfare contributions due by law, and to comply with all the rules on safety and prevention at work pursuant to Legislative Decree 81/2008. It is understood that, in the event of access by the Supplier to the offices or premises of SEA Vision, the Parties shall agree in writing the date and time of the individual accesses for the execution of the installation.

7. Price

7.1 For the supply of the Goods or the performance of the Services, SEA Vision shall pay the Supplier the amount indicated in the Order (hereinafter, the "**Price**").

7.2 Unless otherwise agreed in writing between the Parties, the payment of the Price shall be made, following the issue of a specific invoice by the Supplier, at 60 (sixty) days from the end of the month in which the invoice relating to the supply of the Goods or performance of the Services is issued and shall be made by bank transfer to the current account indicated in the invoice by the Supplier to the Company and verified by the certificate of ownership of the current account sent by the Supplier. Any change in the current account on which payment will be made, shall be promptly communicated in writing by the Supplier to the Company. In any event of sending data and bank details by e-mail or PEC, the Supplier must always contact SEA Vision by telephone to ensure that the data and bank details sent to SEA Vision are correct.

7.3 Notwithstanding the above, in the event the Supplier fails to comply with the Delivery Term for the supply of Goods or performance of Services, or even with regard to part of the Goods of the specific supply or a part of the performance of Services, SEA Vision shall have the right to interrupt the payment of the relevant expired invoices, without prejudice to the right of termination of the Agreement and compensation for any damages.

7.4 The Price must be understood as inclusive and compensatory of all costs and expenses incurred by the Supplier for the supply of Goods or the performance of Services, including accessory and/or ancillary activities to the above (by way of example, transport costs, warehouse costs, customs duties, etc.). Accordingly, with the payment of the Price, the Supplier shall be deemed fully satisfied and shall have no further demands on SEA Vision.

8. Modifications

8.1 The Supplier undertakes to perform the services provided for in the Agreement throughout its duration, making any changes that may be required to comply with mandatory laws and/or regulations. These changes shall remain the Supplier's responsibility.

8.2 In the event SEA Vision requires the Supplier to make any changes to the initial provisions of the Agreement and/or the GCP, it shall submit an express written request to the Supplier and the latter shall attempt to submit its best Offer. These changes, which could also concern additional activities, may only be made after the Parties have reached a specific Agreement in accordance with the provisions of paragraph 3.

9. Anti-Corruption Legislation and Administrative Responsibility

9.1 The Supplier declares to know and accepts the provisions of the Organizational, Management and Control Model (hereinafter "**Model**") and the Code of Ethics adopted by SEA Vision, available on the company's website www.seavision.it, as well as to the provisions set out in the Legislative Decree no. 231/2001 on the administrative liability of legal entities, companies and associations also without legal personality ("**Decree 231/2001**" or "**231**"). The Counterparty undertakes to fulfil its obligations in compliance with the abovementioned documents, as amended from time to time, as well as with the other documents adopted as supplement to the Model and the Code of Ethics.

9.2 The Supplier declares to have adopted and effectively implemented operating procedures and behaviors suitable to prevent the commission, even if attempted, of the offenses which can constitute predicate offenses for the application of criminal sanctions provided for the Decree 231/2001. The Counterparty declares to strictly comply with the provisions set out in the Model and undertakes to keep them effectively implemented for the entire duration of the Agreement, fully accepting the terms and conditions which declares to know and accept. Pursuant to and for the purposes of article 1381 of the Italian Civil Code, the Counterparty hereby undertakes to strictly comply with the provisions set out in the Code of Ethics and in the Model also towards its employees, consultants and/or



collaborators.

9.3 The Supplier hereby undertakes to cooperate on a stable and transparent basis with the Supervisory Body of SEA Vision, entrusted as per Decree 231/2001 and to promptly report to the Supervisory Body the facts, news or circumstances that the Counterparty and/or its employees, consultants and/or collaborators have become aware and that could constitute a violation (even if only potential) of the Model.

9.4 The Supplier hereby expressly declares and guarantees:

- that the payment indicated in the Agreement represents the remuneration for the services rendered according to the Agreement;
- that the payment referred to in the Agreement will not be used to pay, directly or indirectly, members of the corporate bodies, managers or employees of SEA Vision and/or their family members;
- that, in violation of applicable laws, under no circumstances, the payment or part of it will be used to pay government members, political parties, public officials or employees for the purpose of influencing them in the exercise of their functions or obtaining fulfilment acts or behaviors that could exert pressure on government members, public officials or public employees;
- that, under no circumstances and in violation of applicable laws, the payment indicated in the Agreement, or part of it, will not be used to pay directors, shareholders or members of the corporate bodies of a third party for the purpose of encourage the conclusion of a deal between SEA Vision and the third party;
- that neither the Counterparty nor its family members/employees and external collaborators (in case of the Counterparty is a company, neither the shareholders nor its directors/beneficiaries) are government members or members of political parties, public officials or public employees who can exercise influence in relation to the obligations and the object of the Agreement;
- that by signing the Appendix, the Counterparty certifies the absence of pending criminal proceedings or criminal convictions. The Counterparty undertakes to promptly inform the Company about every change with respect to the information referred to in this declaration. The undersigned also certifies that he/she is not a public employee or an individual subject to authorization under Legislative Decree 165/2001.

9.5 Pursuant to article 1456 of the Italian Civil Code, in the event the Supplier breaches the provisions included in the Appendix or declares false information also in relation to the absence of pending criminal proceedings or criminal convictions, SEA Vision has the faculty to terminate the Agreement with immediate effect by means of a simple written communication, without prejudice for any other judicial remedy, including the right to seek compensation for the damages suffered by SEA Vision.

10. Diligence

10.1 The Supplier undertakes to carry out what is requested through the Agreement according to the highest standards of the specific sector and with the utmost diligence and expertise. SEA Vision reserves the right to verify the progress and the correct execution of what has been commissioned, also by means of inspections and controls at the Supplier's site, carried out discretionarily by its personnel.

11. Waste disposal

11.1 Pursuant to Legislative Decree 152/2006 as amended and supplemented, the Supplier undertakes to remove, detain and dispose of the waste generated by the work activities, maintaining full responsibility for its management and indemnifying and holding SEA Vision harmless from any liability that may arise in this respect.

12. Machinery and equipment

12.1 For the supply of machinery or equipment, the Supplier guarantees that the product supplied complies with EC Directives and national transposition regulations, it is in perfect working condition, and it is produced in compliance with current regulations on plant safety and health and safety at the workplace. SEA Vision reserves the right to request to the Supplier to obtain an insurance policy to ensure the correct functioning, including the coverage of civil liability to third parties.



13. Employment security, social security and contribution obligations

13.1 The Supplier guarantees compliance with all sector regulations in force concerning health and safety in the workplace (Legislative Decree no. 81/2008), assuming all responsibility for the correct fulfilment of contractual, social security and insurance obligations with regard to its own personnel, also assuming any responsibility for any damage or injury caused to the personnel while carrying out the order or the commission. In particular, it is the Supplier's duty to provide the payment within the legal terms of withholding taxes on employees' income and the payment of social security and mandatory insurance contributions for work accidents and work-related illnesses of its employees, without prejudice to SEA Vision's right to verify the fulfilment of such obligations by requesting a copy of the relevant documentation (by way of example: DURC).

13.2 SEA Vision hereby reserves the right to suspend the payment of the outstanding amounts until the Supplier submits the aforementioned documentation, upon request. Therefore, the Supplier hereby undertakes to:

- ensure its personnel a regulatory and retributive treatment and not less than the one set forth by the contractual regulations in force for the category to which they belong;
- provide insurance for work accidents, for civil liability to third parties in respect of persons or property according to a suitable limit and with leading companies, for health care and social security, and to comply with all current labour legislation provisions;
- adopt all the arrangements, devices and measures to avoid the occurrence of accidents and damage to persons or property;
- strictly comply with current environmental protection and waste management regulations.

14. Intellectual property

14.1 The Supplier is prohibited from using the trademark, name and any other distinctive sign, including domain names of which it is the owner or licensee or which are in any case in the possession of SEA Vision or companies controlled by the same, directly or indirectly ("**Trade Marks and/or distinctive signs**") or to publish or circulate on social media or other media content (without this constituting an exhaustive list, e.g. posts, videos, articles) including promotional material, promotional videos contemplating the Trade Marks and/or distinctive signs, without SEA Vision's express written approval.

14.2 The Supplier hereby undertakes to indemnify and hold SEA Vision harmless against any damage or action, lawsuit, claim, liability, proceeding, judgement, damage, loss, cost, charge or expense relating to any dispute or action brought in connection with the use made by the Supplier of the Trade Marks and/or distinctive signs infringing the industrial property rights or other intellectual property rights of any third party, by paying a sum equal to any damage, loss or expense (including legal expenses) suffered or incurred by SEA Vision as a result of such dispute or action.

14.3 Each Party agrees not to use the intellectual property rights of the other Party except to the extent strictly necessary for the fulfilment of their respective obligations under the Agreement. Each Party unconditionally and irrevocably undertakes not to reproduce, either directly or indirectly, for any reason whatsoever, any intellectual property rights of the other Party and/or its affiliates during the term of this Agreement and after its termination for any reason.

14.4 All provisions of the present General Conditions shall not be interpreted, implicitly or otherwise, as a transfer or assignment for any reason of any intellectual and industrial property right of the past, present or future, from one Party in favor of the other Party, unless otherwise agreed in writing.

14.5 The Supplier also recognizes that the Company's commercial and marketing information, technical and technological information, know-how, plans and information relating to customers' needs, data, documents, manuals, processes, methods, intangible rights, contractual conditions reserved for customers, agreements, licenses, programs, financial information and any other information provided by the Company during the course of its relationship with the Supplier constitute confidential company information, and that they are to be considered confidential information also pursuant to Article 98 of Legislative Decree No. 30/2006 and must be kept in the strictest confidence and in the exclusive interest of the Company.

14.6 The Supplier undertakes to take all necessary measures to guarantee the secrecy of confidential business information received and/or otherwise learned and to protect the Company's intellectual and industrial property rights.

14.7 Even after the termination, for any reason, of the contractual relationship between the Company and the Supplier, the latter shall not use, disclose, transmit, publish, copy, transcribe, transfer or otherwise disclose to any person, company or other entity, one or more of the Company's confidential business information without the prior



written consent of the Company, and shall return to the Company and/or otherwise destroy any copy and/or media containing such information.

14.8 In consideration of the high relevance and value of SEA Vision's intellectual and industrial property rights (including, without limitation, the Trade Marks and/or distinctive signs, as well as the information referred to in paragraph 14.5 above), in the event of their infringement by the Supplier, it shall be liable to pay a penalty as of now quantified in an amount equal to twice the value of the amounts provided for in the relevant Order, without prejudice to compensation for any most damage.

15. Confidentiality

15.1 Notwithstanding the signature of a separate non-disclosure agreement, the Supplier undertakes to consider as confidential all information received by SEA Vision in the preparatory negotiations and definition of the specifications or in any case acquired for the purposes of the performance of the Agreement, and not to disclose to third parties nor to use for purposes other than the performance of the Agreement, without SEA Vision's prior written consent, information of a technical and commercial nature, including documents, drawings, sketches, models, samples and components provided by SEA Vision for the performance of the Agreement or otherwise acquired during the performance of the Agreement.

15.2 The scope of this provision is ultra-tractive, i.e. binding on the Supplier and its assignees even after the termination of the relationship with SEA Vision for a period of five years, even in the event of change in the company name and ownership structure of the Supplier. In the event of a breach, SEA Vision may take action to obtain compensation for damages, without prejudice to the right to proceed against the Supplier pursuant to articles 621, 622 and 623 of the Italian Criminal Code. The Supplier may not mention SEA Vision, the Agreement or the Purchase Order in any of its references, press statements or other forms of publicity, unless previously authorized in writing by SEA Vision.

16. Subcontracting

16.1 The subcontracting of services/works/supplies commissioned by SEA Vision to the Supplier is prohibited.

16.2 Notwithstanding the general prohibition of subcontracting set forth by this article, the Supplier, before starting any activity related to or preparatory to the supply and with adequate advance notice, may formally and from time to time request SEA Vision's motivated authorization to subcontract to third parties the partial execution of services/works/supplies to an extent not exceeding thirty per cent of the total value of the order, specifying in the quotation every detail related to the subcontracting.

16.3 It is hereby clarified that, pursuant to the laws in force, the Supplier shall be jointly and severally liable with the subcontractor for the execution and payment of withholding taxes on labor income and the payment of social security contributions and mandatory insurance contributions for work accidents and occupational diseases of the employees to which the subcontractor is liable. This co-liability can be waived only if the Supplier verifies, by acquiring the relevant documentation before the payment of the consideration, that the aforementioned fulfilments related to the work, supply or service entrusted have been correctly performed by the subcontractor, without prejudice to SEA Vision's right to suspend the payment of the consideration until the subcontractor submits the relevant documentation (e.g. DURC).

16.4 It is the Supplier's obligation and responsibility to select the subcontractor, if any, after having positively ascertained that it possesses all the requisites relating to organizational structures, personnel, skills and suitable experience accrued in the sector, in compliance with the regulations and obligations applicable to the activity and services subject of the subcontract. In any case, the Supplier remains solely and exclusively responsible to SEA Vision, also in relation to the subcontracted works. This is in any case without prejudice to SEA Vision's right to ask the Supplier, for objective and not unreasonable reasons, to terminate at any time the relationship with a subcontractor, replacing it with another subcontractor approved by SEA Vision.

17. Corporate Social Responsibility and Sustainability

17.1 SEA Vision and the Supplier also undertake to promote healthy working conditions and to conduct their activities in accordance with the fundamental principles and rights set forth, by way of example, in the Universal Declaration of Human Rights and the United Nations and in the Charter of Fundamental Rights of the European Union under the International Labor Organization.

17.2 Furthermore, each Party commits to adhere to the long-term environmental quality practices, supporting a



proactive approach to environmental responsibility by protecting the environment, conserving natural resources and reducing the environmental impact of its production, of its supply of products and services over their entire life cycle.

18. Resolution

18.1 Notwithstanding the other termination cases or termination options contemplated in other clauses of the present General Conditions and without prejudice to the Company's right to compensation for damages incurred, the Company shall be entitled to terminate the Agreement between the Parties pursuant to and for the purposes of Article 1456 of the Italian Civil Code in the event of the occurrence of any one of the following violations: (i) violation of the prohibition of assignment set forth in paragraph 25.3; (ii) failure to comply with the obligations regarding intellectual property and confidentiality set forth in paragraphs 14 and 15; (iii) failure to comply with the obligations regarding data protection, the Company's organization and control model pursuant to Legislative Decree 231/2001 and export control set forth in paragraphs 9, 19 and 20.

18.2 The present General Conditions and any Agreement between the Parties shall also be deemed terminated by law pursuant to Article 1456 of the Civil Code and with immediate effect, subject to written notice from the Company, if the Supplier is declared bankrupt or is subject to other insolvency proceedings, or initiates an out-of-court composition procedure with its creditors or goes into liquidation, or if as a result of any corporate transaction, transfer, agreement or deed or series of deeds and/or agreements a change of control within the meaning of Article 2359 of the Civil Code occurs, directly or indirectly, in the corporate ownership of the Supplier.

18.3 Notwithstanding any other remedy granted to SEA Vision, including the right to indemnity for damages, in the event that one of the Parties breaches any of the obligations upon the Agreement concluded between them and/or the present General Conditions and which is not of a minor importance, the other Party shall be entitled to terminate the Agreement and the General Conditions respectively by sending the breaching Party a written notice of default by registered letter with acknowledgement of receipt or by certified e-mail, containing an express notice to comply within 15 (fifteen) days from receipt of the notice of default. Upon the expiry of that period without fulfilment, the Agreement and the General Conditions shall be legally terminated. The termination pursuant to the present Article shall not affect the liability of a Party in relation to any obligation that has already accrued at the date of termination.

19. Processing of personal data

19.1 The Parties mutually acknowledge their compliance with the obligations relating to the protection of natural persons with regard to the processing of personal data pursuant to the EU Regulation 2016/679 ("**General Data Protection Regulation**" or "**GDPR**") and agree that the data collected in the execution of the Agreement in which the present GCP are expressly referred to, shall be processed as an autonomous data controller and in accordance with the principles expressed in the GDPR applicable to the processing carried out in the execution of the Agreement.

19.2 SEA Vision shall be held harmless and indemnified against any prejudice resulting from the Supplier's failure to comply with its contractual obligations, including compensation for any damage or expenses resulting from the decisions of the supervisory authorities or administrative sanctions imposed as a result of appeals filed by the interested parties, where liability is attributable to the Supplier's active or omissive conduct.

19.3 In the event that, given the scope of the services requested from the Supplier, it becomes necessary to appoint a data processor pursuant to Article 28 GDPR, the Supplier undertakes to sign a separate data processing agreement ("**DPA**").

20. Export Control

20.1 In respect to all activities performed under the Agreement in which the present GCP are expressly referred to, the Supplier represents, warrants, and agrees:

- that itself and its sales network (including possible subcontractors) will comply with export bans and/or export or re-export control and limitations provisions under current and future laws, rules and regulation of the United States, the European Union, the United Nations, the Republic of Italy and other jurisdictions concerning the so-called "Sensitive Foreign Countries" (hereinafter "**Compulsory Rules**");
- that the Supplier is not mentioned - and it is not owned or controlled by a subject mentioned - in any of the lists of legal and natural persons subject to restrictions or prohibitions on trade (c.d. Denied Persons) published by the competent authorities on export controls and international economic sanctions related to activities performed under the Agreement in which the present GCP are expressly referred to;
- not to knowingly transfer to SEA Vision any Goods or Services that are subject to control under European



Union legislation (e.g. EU Regulation 2021/821) or US Export Administration Regulations ("**EAR**") and International Traffic in Arms Regulations ("**ITAR**");

- to immediately inform SEA Vision, in writing, if any of these representations change, suspending all affected activities until SEA Vision agrees to proceed.

20.2 SEA Vision shall have the right to immediately terminate the Agreement, in which these GCP are expressly referred to, with no need for any further notice, in case SEA Vision determines, at its discretion, that the Supplier has directly or indirectly breached any of the obligations set out under this article, assuming the obligation to indemnify and hold harmless SEA Vision from all claims, proceedings, actions, penalty, loss, cost or damage deriving from or related to the breach of the obligations set out under this article.

21. Personnel

21.1 Any employment relationship between SEA Vision and the Supplier's employees is excluded in compliance with Legislative Decree 276/2003. The Supplier is solely responsible for the qualification, execution and termination of the relationship between the Supplier and any self-employed or subordinate collaborators appointed by the same.

21.2 The Supplier is the sole liable Party in respect of salary claims, contributions or claims of any nature relating to, connected with or originating from the relationship between the Supplier itself and any of its autonomous or subordinate collaborators appointed to carry out the order received by SEA Vision.

21.3 The Supplier also declares that its employees and/or third parties are duly enrolled with the social security and welfare institutions required by law.

21.4 The Supplier guarantees to fulfil all obligations towards its employees and/or collaborators, which it uses, deriving from the labor laws and regulations in force, regarding accidents, health and safety, recruitment and remuneration, social security and assistance, assuming all related duties. For this purpose, the Supplier undertakes to provide SEA Vision at any time, upon its request, with all documentation proving fulfilment of the aforementioned obligations (by way of example: DURC).

21.5 The Supplier hereby undertakes herewith to indemnify and/or in any case hold SEA Vision harmless from any claims asserted against the latter by the aforesaid collaborators and/or personnel of the Supplier and concerning claims of any nature, qualification, execution, and termination of the existing relationship or existed between them and the Supplier.

21.6 The Supplier hereby undertakes to indemnify and/or hold SEA Vision harmless from any damage caused by the Supplier to third parties in the performance of activities related to the execution of the order.

21.7 The Supplier undertakes to notify SEA Vision promptly, and in any case no later than 5 (five) working days from the date of knowledge, of the occurrence of any dispute and/or claim by its employees or former employees in connection with the execution of the order.

22. Insurance

22.1 The Supplier guarantees that it has in effect, with a leading insurance company, an insurance agreement for civil liability for employees (R.C.O.), civil liability for third parties (R.C.T.) including machinery, plants and building structures, whose limits are in line with the highest market levels in its reference sector. The Supplier guarantees that it can produce a copy of the valid policy referred to in this article to SEA Vision upon its simple request.

22.2 The Supplier must also guarantee to keep the above insurance agreements in force for the entire duration of the relationship with SEA Vision.

23. Audit right

23.1 SEA Vision, upon due notice, has the right to carry out audits on the Supplier in order to verify the compliance of all data that are capable of affecting the correct and timely performance of the services resulting from the Agreement. Any information acquired during the audit shall be governed pursuant to clauses No. 14 (Intellectual Property) and No. 15 (Confidentiality).

24. Applicable Law and Jurisdiction

24.1 These GCP, and the contractual relationships for the supply of Goods or performance of Services regulated by them, are governed by Italian law.



24.2 Any dispute that may arise with reference to the existence, interpretation, effectiveness, validity, execution, non-fulfilment and application of the present GCP, as well as to the existence, validity, interpretation, execution and non-fulfilment of the supply contractual relationship governed by the same shall be devolved to the exclusive jurisdiction of the Court of Pavia, with the exclusion of any alternative or competing jurisdiction.

25. Miscellaneous

25.1 The invalidity and/or ineffectiveness of one or part of the clauses of the present GCP or of any of the provisions of the Agreement in which these GCP are expressly referred to shall not entail the invalidity and/or ineffectiveness of all the other clauses, which shall continue to remain in force and binding for the party not affected by such invalidity and/or ineffectiveness.

25.2 The failure, partial or delay in exercising any right, power or faculty provided in the present GCP shall not in any way constitute a waiver thereof for the Parties, nor shall it constitute a waiver of the right to demand the proper performance of the obligations undertaken.

25.3 The Supplier may not assign the Agreement with the Company and/or the individual Order without the prior written consent of the Company. The Supplier is also prohibited from assigning claims arising from the Agreement with the Company and/or Orders received, except with the prior written consent of the Company.

26. Force majeure

26.1 Neither Party shall be liable for any breach or delay in the performance of its contractual obligations, if such breach or delay is due to an event of force majeure, by which is meant any unforeseeable and unavoidable event, independent of the Parties' will and beyond their control, including but not limited to fire, flooding, atmospheric events, explosion, war, restrictions imposed by government or public authorities, etc.

26.2 The Party claiming to be unable to perform one or more contractual obligations due to events of force majeure shall notify the other Party in writing within a reasonable period of time after the event of force majeure occurs, specifically stating the nature and extent of such event, being understood that the releases of liability provided for in this article shall operate only if and once the said notification has been sent. The Parties shall endeavor to find a mutually agreed solution to remedy the situation.

26.3 If, however, the event of force majeure should continue for a period of time equal to or greater than 6 (six) months, making it impossible to execute the contractual relationship correctly, each Party shall have the right to terminate the relationship by written notice to be sent to the other Party by registered letter with return receipt or PEC.



SEA Vision S.r.l. stamp and signature

Supplier's stamp and signature

In acknowledgement and express acceptance, in accordance with articles 1341 and 1342 of the Italian Civil Code, of the following clauses: 5 (Guarantees), 6.6, 6.7, 6.8, 6.9, 6.10, 9 (Anti-Corruption and Administrative Responsibility Regulations), 14 (Intellectual property), 15 (Confidentiality); 16 (Subcontracting); 18.1, 18.2, 20 (Export Control); 24 (Applicable Law and Jurisdiction); 25 (Miscellaneous).

Supplier's stamp and signature