

Q8 QUASER S.R.L.
GENERAL CONDITIONS FOR THE SALE OF MARINE PRODUCTS (Ed. 05.2025)

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GENERAL CONDITIONS FOR THE SALE OF MARINE PRODUCTS

These General Terms and Conditions govern the contracts of sale of marine products entered into between Q8Quaser S.r.l. (hereinafter also referred to as "The Seller") and "The Purchaser" in aspects relating to the appointment, delivery, price and payment of the marine product sold. Unless otherwise agreed in writing, all sales of marine products, as defined in Article 1, shall be governed by these General Terms and Conditions of Sale.

1. SCOPE OF APPLICATION

1.1 The following General Terms and Conditions of Sale shall apply to any sale of Marine Products by Q8Quaser S.r.l. to shipowners, traders or any other party.

1.2 Unless specifically agreed upon in writing, these General Terms and Conditions of Sale shall apply to any sale of marine products in Italy and abroad.

1.3 These General Terms and Conditions of Sale supersede and replace all previous versions issued.

2. DEFINITIONS

Unless the context otherwise requires, the words or expressions below shall have the meaning indicated next to them.

- **Seller** Q8Quaser S.r.l.
- **Purchaser** The company ordering the fuel and entitled to payment for the supply made.
- Collectively, the **Parties** the Seller and the Purchaser
- **Request for Quotation** Request sent by the Purchaser to the Seller no earlier than seven days and no later than two days prior to the ETA of the Ship and including the following data:
 - Ship name
 - IMO (if any)
 - ETA, ETD as defined below
 - Port of delivery
 - Ship Agency

- Type and quantity of products
 - Any other technical information relevant to the supply.
- **ETA** estimated day of arrival of the ship for which the supply of marine products is requested.
 - **ETD** estimated day of departure of the vessel for which the supply of marine products is requested.
 - **Vessel Agency** Port representative of the Vessel Owner/Charterer of the vessel to be supplied, in charge of coordinating the delivery of the product (place, date time) and the related documentation.
 - **Bunker Confirmation** A notice of acceptance of the offer sent in writing (e-mail or web) by the Purchaser to the Seller and summarising the main terms of the sales contract, as follows:
 - In the case of spot sales, the quantity and quality of the product(s) as defined below, the economic conditions and the main clauses agreed between the parties at the negotiation stage;
 - In case of a contract (term) entered into between the Seller and the Purchaser and already existing between the parties, it executes the individual sales of the products governed by the same.
 - **Contract** The bunker confirmation, these General Terms and Conditions and the following documents in their entirety:
 - In the case of 'spot' sales, the Appointment Ship, as defined below, the confirmation of the bunker;
 - In the case of a contract already existing between the parties: the Term, the appointment Ship as defined below, the confirmation of the bunker.
 - **Bad weather** Strong winds, adverse currents, tides and/or unfavourable atmospheric conditions such as high heat, fog, precipitation, storm surges and/or any other event that impedes refuelling operations and/or makes the vessel's presence at the berth unsafe.
 - **Berth** A berth, quay, anchorage, submarine cable, a single point of mooring or quay, a point offshore or any other place of loading and unloading indicated by the Purchaser.
 - **Incoterms** Official Rules of the International Chamber of Commerce (ICC) for the Interpretation of Trade Terms, in the current edition, as amended and supplemented from time to time.
 - **F.O.B.** Acronym for the Free on Board contractual formula inherent in the delivery term of the product which, in accordance with the incoterms published by the ICC (International Chamber of Commerce), takes place at the passage between the tanker flange and the receiving vessel.
 - **BDN Bunker Delivery Note** Document certifying receipt of the product delivered to the ship prepared by the Seller and countersigned by the Commander of the ship or his accredited representative.

- **MARPOL** International Regulations for the Prevention of Pollution from Ships.
- **Delivery window** Time frame of validity of delivery order on receiving ship.
- **Independent inspector** An individual or company that is a third party to the Parties.
- **Independent laboratory** A laboratory that is third to the Parties.
- **Working hours** in accordance with port regulations or, in the absence of such regulations, from 8 a.m. to 5 p.m. on weekdays.
- **Marine Products** Bunker fuels (fuel oils and diesel, blended or additivated) conforming to ISO 8217, also referred to as the Product and/or Bunker.
- **REACH** Regulation is the Regulation (EC) 1907/2006 on chemicals as amended and supplemented.

3. PURPOSE

The Seller agrees to sell and the Purchaser agrees to purchase the Marine Products, as defined above, to be delivered at one or more ports on the conditions set out below and in the Bunker Confirmation.

4. INTEGRATIONS

4.1 These General Terms and Conditions contain or shall contain all the terms on which the Parties have agreed in connection with the sale of Marine Products, and no Party to this Agreement has been induced to enter into this Agreement or any other document based on any statement or promise not contained herein.

4.2 The present General Terms and Conditions may be amended or supplemented at any time upon notice by the Seller to the Customer.

4.3 These General Conditions have been delivered to Purchasers or have otherwise been made known to them. However, should an individual Purchaser for any reason not have a copy of these General Terms and Conditions of Sale, it is hereby made known that they are published on the website www.q8.it, in the section <https://www.q8.it/business/extra-rete/q8-quaser/vendite-bunker> and in the reserved area of the web portal.

5. DELIVERY, OWNERSHIP AND RISKS

5.1 Marine products may be delivered by barge, tanker or pipe, where allowed, in accordance with the supply offer.

5.2 For barges and tanker deliveries, the risk on the Product and ownership shall pass to the Purchaser when the Product passes through the fixed flange connecting the barges/tanker piping with the piping on board the vessel. The connection and disconnection of the hoses shall be at the Purchaser's risk.

5.3 At the points of delivery as stated above, the Seller's liability shall cease and the Purchaser shall bear all risk for any loss or damage caused by the delivered product, such as deterioration, evaporation, spillage, loss or damage or other risks related to the delivered product.

5.4 Any delivery shall take place weather permitting and shall be subject to the order of arrival of the ships, if any, and to the working time. If the ship arrives outside the working time, all additional costs shall be borne by the Purchaser. Working hours shall be understood to be those indicated in the Port Regulations or, in the absence of such Regulations, 8:00 a.m. to 5:00 p.m.

5.5 The Seller shall not be liable for any costs, losses or demurrage due to terminal congestion or lack of availability of barges for the Product to be delivered.

5.6 Deliveries in roadstead (offshore) are in any case also subject to the confirmation by the Commander of the bertoline that the weather conditions are such as to allow delivery in accordance with the harbour regulations on roadstead supply. In the event that the Marine Product may not be delivered as a result of the decision of the Commander, the Seller shall not be liable for non-delivery, nor for any delay in delivery, nor for any related costs.

6. OBLIGATIONS OF THE PARTIES

The Purchaser shall be obliged to

6.1 Provide a safe mooring. All costs attributable to congestion of the terminal or berth shall be borne by the Purchaser.

6.2 Pay all port-related costs and charges.

6.3 Ensure and guarantee that the vessel's tanks are clean and suitable to receive the Product in accordance with industry regulations and best practices. The Seller shall not be liable for any alterations to the Product resulting from the inadequate cleanliness of the tanks or their unsuitability to receive the Product.

6.5 Communicate to the Seller the exact time of delivery of the Bunker. The Purchaser's failure to do so shall release the Seller from its obligation to deliver the Product and the relevant order shall be deemed cancelled.

6.6 Promptly take delivery of the Bunkers. The Purchaser shall indemnify and hold the Seller harmless for any and all costs, including but not limited to demurrage expenses of the bunkers or overtime of the tanker truck due to its delay in taking delivery of the Product.

6.7 Pay the Bunker Fee and the costs indicated under Article 10 below.

6.8 In the event that the ship, for whatever reason, arrives more than five days later than the ETA (estimated day of arrival) stated in the Bunker Confirmation, reimburse the Seller for all costs and expenses due to the late arrival of the ship, it being understood in all cases that the Seller shall be released from its obligation to deliver the Bunker.

6.9 Pay all costs and reimburse the Seller for all expenses and charges resulting from the Purchaser's failure to perform one or more of the obligations provided for in paragraph 6.1.

The Seller shall be obliged to:

6.10 Verify that the Product to be delivered complies with the required specifications.

6.11 Deliver the Bunker to the Purchaser within the agreed time.

6.12 Deliver to the Purchaser the quantity requested in accordance with the provisions of paragraph 7.1 below, it being understood, in each case, that the determination of the binding quantity shall be as set forth in paragraphs 7.3 and 7.4

6.13 Issue a formal invoice for the sale of the bunker.

6.14 The Seller hereby declares that the substances contained in the Product comply with the requirements of the REACH Regulation and therefore, as applicable, have been registered within the terms of the Regulation by the Seller or other parties up the supply chain, or have been pre-registered as phase-in

substances by the Seller or other parties, or are exempt from registration. The registration numbers, where applicable, can be found in the safety data sheets attached to these General Terms and Conditions of Sale.

7. QUANTITIES AND MEASURES

7.1 In the Bunker Confirmation, the Purchaser shall confirm the quantity of product required and this quantity shall be expressed in metric tonnes.

7.2 If the Purchaser requests a change in the quantity to be delivered after the Seller has sent the Bunker Confirmation, the Seller shall use all reasonable endeavours to meet the Purchaser's request, but shall be under no obligation to deliver a different quantity than that indicated in the Bunker Confirmation.

7.3 The quantity of product sold shall be determined by the volumetric meter for tanker deliveries and by the weighbridge for tanker deliveries. This determination shall be binding on the Parties, unless the Purchaser's representative makes specific reservations in this respect on the Bunker Delivery Note.

7.4 If the quantity of the Bunker is subject to control and determination by the local customs authority, the quantity binding on the Parties shall be exclusively that resulting from such determination and subsequently indicated in the relevant document delivered by said authority.

7.5 The Purchaser shall be entitled to be represented at the time of measurements at his own expense and after notifying the Seller. For this purpose the Seller shall be informed, if an independent inspector is to be appointed.

7.6 In the event of a dispute over the quantity of product at the time of delivery, the Parties, by mutual agreement, shall immediately appoint a leading Independent Inspector, qualified and of international standing, who shall be called upon to carry out his inspection function. The Independent Inspector shall verify the quantity actually delivered, the determination of which shall be final and binding on the Parties, unless fraud or fundamental error on the part of the Inspector is proved. The costs of the inspection will be borne by the losing party.

8. QUALITY

The quality of the products supplied complies with ISO 8217 latest edition and subsequent amendments.

8.1 The quality shall be determined by the Parties in the Bunker Confirmation and shall be that generally offered and available at the place of delivery for similar uses.

8.2 The Seller shall not be liable in the event that the quality referred to in paragraph 8.1 is not available but shall inform the Purchaser and may offer the Purchaser the grades and quantities available at that time, although without any liability implications for any direct or indirect damage.

8.3 The Purchaser shall be solely responsible for the selection and determination of the Marine Fuel ordered to be appropriate for the ship for which it is intended. The Purchaser shall also be solely responsible for the compatibility between the confirmed Marine Fuel and the fuels already on board the ship prior to procurement.

8.4 In the event of a dispute as to the quality delivered, the Parties shall proceed with the appointment of an independent Inspector in the same manner and procedure as set out in paragraph 7.6 to carry out laboratory tests of the product samples. The costs of retesting shall be borne by the losing Party.

9. SAMPLING

9.1 During bunkering operations the Seller shall take four (4) representative samples of each product delivered, in the presence of the Purchaser or the Commander of the receiving vessel or their representative. Three of these samples shall be taken for quality control purposes (commercial samples), the fourth sample shall be referred to as "Marpol sample" as provided for in the Marpol Regulation, Annex VII. The commercial samples shall be binding for the purpose of determining the quality of the product delivered to the vessel and any refusal to view the sample by the vessel's representatives shall be deemed irrelevant for this purpose.

9.2 The Samples shall be duly sealed and provided with a plate indicating the name of the vessel, the means of supply (barge or tanker), the name of the product, the date and place of supply. This plate shall contain the Shipowner's stamp and be countersigned by the Seller or his representative and the Commander of the receiving vessel or his representative.

9.3 The Seller shall deliver one of the commercial samples and the Marpol samples of each product delivered to the Commander of the ship or his representative who will acknowledge receipt of such samples.

Two commercial samples shall remain in the possession of the Seller and the carrier for thirty (30) days from the date of delivery.

After the thirty days have passed without a written complaint by the Purchaser (as per Article 17 below), the Seller may proceed with the destruction of the commercial samples.

10. PRICES

Prices shall be those applied as set out in the Seller's Bunker Confirmation.

11. OTHER CHARGES

In addition to the price of the Marina Product, the Purchaser shall pay the following charges:

- a) The cost of the barge, for any such delivery;
- b) The cost of the tanker, for any such delivery;
- c) any mooring and unmooring fees, agency fees, port fees that the Seller may have to bear for ships supplied;
- d) any duties and/or taxes paid by the Seller or for which the Seller is liable in respect of deliveries of such Marine Products;
- e) Any additional costs incurred by the Seller for parking overtime.
- f) Any costs related to the total or partial rejection of the bunker.

12. INVOICING

12.1 The Seller shall issue an invoice on the basis of the quantity/weight indicated in the customs/tax documentation. The invoice shall be issued electronically and shall be sent via the interchange system and sent in advance by e-mail and shall be available in the dedicated area on the website.

12.2 The invoice shall indicate the prices of the products and include details, in particular:

- The product and quantity delivered
- the tax/customs treatment applied
- the delivery basis and deadlines

13. PAYMENT

13.1 Payment to the Seller for the delivered Marine Product shall be made in US Dollars or Euros within the terms set out in the Bunker Confirmation.

13.2 Payment to the Seller shall be made by bank transfer to the bank indicated by the Seller. Any bank charges shall be borne by the Purchaser.

13.3 If payment by the Purchaser is not made by the due date referred to in paragraph 13.1, the Seller shall charge the Purchaser default interest in accordance with the provisions of EEC Directive No. 2000/35. If the Purchaser has a past due or overdue position, the Seller may refuse to take new orders or make new deliveries, even if the orders have already been confirmed but not yet executed.

13.4 If the due date for payment falls on a Saturday, payment shall be made on the first working day immediately preceding; if the due date for payment falls on a Sunday or other holiday, payment shall be made on the first working day immediately following.

13.5 The sales price shall in any case be paid on the due date even in case of disputes.

13.6 The Seller shall be entitled at any time to require the Purchaser to provide reliable financial information and any other information relating to its financial situation, and the Purchaser shall endeavour to comply with the Seller's requests as soon as possible.

14. TAXES

14.1 Taxes, duties and any other form of governmental levy of whatever kind and however denominated (hereinafter referred to as "taxes") directly or indirectly applicable on the Marina Products shall be borne by the Purchaser.

14.2 In the event that any amount of taxes owed by the Purchaser is paid by the Seller, the Purchaser shall reimburse them upon request.

15. INDEMNITY

The Purchaser shall indemnify and hold the Seller harmless from any consequences and/or liability arising from any use of the Product by the Purchaser after it has been delivered to the Purchaser.

16. USE OF THE BUNKER

Without prejudice to the indemnity referred to in paragraph 15, the Purchaser undertakes and guarantess that the Marine Products supplied by the Seller shall be used exclusively for the vessel supplied, as expressly specified in L.D. 152 of 3 April 2006, as amended.

17. CONTRACT MANAGER, COMMUNICATIONS

17.1 Communications concerning operational/executive aspects and therefore of a logistical/commercial nature may be addressed by e-mail to q8bunker@q8.it

18. HEALTH, SAFETY AND ENVIRONMENT

18.1 The parties pursue excellence in the management of health, safety and environmental protection aspects; the parties undertake, to the extent of their competence, to comply with all applicable health and safety regulations.

18.2 The Purchaser shall provide its employees, agents, contractors and any other persons who use or may come into contact with the Product supplied under these General Conditions of Sale with the enclosed SHE Information ("Product Safety Data Sheets") and the Purchaser shall ensure that any recommendations relating to the use of such Product contained in the SHE Information are followed by the persons named above. In respect of the Product purchased under these General Conditions of Sale, from the time of transfer of risk and ownership, the Purchaser shall ensure that all health, safety and environmental obligations, requirements or recommendations relating to the Product are complied with in accordance with any law, rule, provision or regulation in force or enforceable in any location where the Purchaser or persons acting on its behalf use or come into contact with the Product.

18.3 Purchaser shall indemnify and hold Seller harmless from any liability, damage, claim or loss directly arising out of or relating to any failure of any nature to comply with the obligations set forth in this Article. The Purchaser's compliance with the recommendations contained in the SHE Information shall not release the Purchaser from the obligation to perform any other obligation or recommendation provided in connection with the Product by any law, rule, provision or regulation in any locality, territory, state or jurisdiction, nor from any liability arising out of the failure to comply with such obligations and recommendations. The Seller shall not be liable under any circumstances for any loss, damage or injury resulting from hazards inherent in the nature of the Product.

18.4 The Seller reserves the right, but without accepting any liability or obligation, to cancel, terminate or suspend the supply of the Product if the Purchaser violates, by act or omission, the provisions of this clause or if the Seller has reason to believe that actions, activities, operations or operating systems carried out by or on behalf of the Purchaser with respect to the Product are or may be harmful to health, safety and/or environmental protection as locally provided.

19. ENVIRONMENTAL MANAGEMENT

19.1 Each Party undertakes to carry out its activities throughout the duration of the Contract in compliance with all applicable environmental regulations. Each Party shall be directly and exclusively liable for any environmental impact caused, or in any case deriving, from pollution and/or accidents in general for which the Party itself is responsible, due to non-fulfilment of its obligations under this contract, bearing the relevant costs and holding the other Party harmless and indemnified against any related liability, petition or request from anyone.

20. CLAIMS

20.1 Any claim arising out of or relating to the Marine Products delivered shall be made in writing by the Purchaser to the Seller within the terms specified in paragraphs 20.2 (Quantity Claims) and 20.3 (Quality Claims) below and shall contain sufficient information to enable the Seller to identify the relevant transaction, the nature of the claim and any damage found. Any claim shall be deemed null and void unless supported by the appropriate documentation.

20.2 Quantity Claims

Should any discrepancies be found in the quantity, the Commander of the receiving vessel shall record such alleged shortages on the Ship's Receipt on Board (BDN) and/or on an appropriate Letter of Protest, countersigned by the Commander of the Tanker and/or the driver of the Tanker at the end of the discharge. The Seller shall be promptly informed by the Purchaser of the ongoing dispute so that it can initiate the procedure set forth in paragraph 7.6 above.

20.3 Quality Claims

Any claim arising out of or relating to the quality of the Marina Products delivered shall be null and void unless made by the Purchaser to the Seller within 15 days after delivery of the Product.

The quality complaint shall be provided by the Commander of the vessel to the Seller in writing, shall describe the nature of the complaint and shall contain a formal request to the Seller to make the investigations referred to in Paragraph 8.4.

The Parties hereby agree that the Commercial Samples in the Seller's possession (referred to as "Supplier" on the Bunker Delivery Note) shall be analysed by an independent, qualified laboratory of international standing, specialised in the analysis of marine products and appointed jointly by the Parties.

The results of such analyses will be conclusive and binding on both parties. The costs of the laboratory analyses shall be borne by the losing party. Analyses shall be conducted according to criteria and methods officially recognised by ISO 8217 as amended, always in compliance with the quality guaranteed by the Seller.

21. FORCE MAJEURE

21.1 The Seller and the Purchaser shall not be liable for any delay or non-performance of this Contract when such performance is prevented in whole or in part by events of force majeure, meaning by this expression any event beyond the reasonable control of the Parties, including but not limited to acts of terrorism, civil commotion, earthquakes breakdowns or interruptions in the operation of production facilities or storage terminals, strikes involving the Seller's and/or the Purchaser's employees, shortages of raw materials and/or means of transport, exceptional weather conditions, closure or limitation in the operation of power plants and/or reception facilities.

21.2 If the occurrence of any of these incidental events should prevent or delay performance by either Party, the latter shall promptly notify the other Party.

21.3 The Party whose performance is delayed shall inform the other of the approximate duration of such incident, if practicable, and shall exercise due diligence to eliminate or minimise the consequences of such incident.

21.4 If the performance of the Contract is prevented or delayed for more than 5 days, the Contract shall be considered terminated and the Parties shall be released from their respective obligations.

21.5 Quantities not sold or not purchased due to the occurrence of such accidental events shall not be recovered thereafter.

22. CANCELLATION OF BUNKER CONFIRMATION

22.1 The cancellation of the ship's appointment by the Purchaser, already confirmed by the seller, is only permitted in cases of force majeure not attributable to the Purchaser's will.

22.2 In the event of cancellation of the appointment for reasons other than those set out in Paragraph 22.1, the costs of the barge/tank and any parking days shall be charged.

23. UNDUE HARDSHIP

23.1 The parties agree that events may occur that were not foreseeable at the time the contract was signed and are not attributable to any of them that make the contract excessively onerous for one of the parties.

23.2 In the case provided for in Paragraph 23.1 the parties shall exercise due diligence in order to reach agreement on the measures to be taken with respect to such extraordinary onerousness. If the cause cannot be eliminated, the party suffering the extraordinary onerousness may terminate the Contract pursuant to Art. 1467 of the Italian Civil Code.

24. AMICABLE SETTLEMENT

24.1 The Parties undertake to reach an amicable settlement of any disputes arising out of or in connection with the Contract other than those relating to the quantity and/or quality to be delivered, the latter being governed by paragraph 20 within 90 days after the dispute has arisen.

24.2 For the purposes of the amicable settlement referred to in paragraph 24.1, the complainant shall notify the other Party of the subject matter of its complaint within 15 days of the complaint arising and request a meeting with the representative of the other Party.

24.3 Within 15 days after the notice referred to in paragraph 24.2 has been given, the Party to whom the complaint has been communicated shall either accept or reject it, and in the latter case shall appoint its own representative.

24.4 The Parties' representatives shall meet within 40 days after the dispute has arisen and shall use all reasonable efforts to settle the dispute, in each case notifying the other Party in writing of the result of the meeting within the next 20 days.

25. TRANSFER OF CONTRACT

The Seller reserves the right to transfer the Bunker Contract and the obligations set out in these General Terms and Conditions of Sale to third parties in part or in full.

The Purchaser may not transfer the Contract without the written consent of the Seller, who may not refuse to do so if the Purchaser remains jointly and severally liable for any breach of contract by the third party.

26. MUTUAL DATA PROCESSING

The parties acknowledge that they are acting as independent data controllers and undertake to operate in full compliance with Regulation (EU) 2016/679 ("GDPR") in relation to the personal data processing activities associated with the execution of this contract. In application of the GDPR procedure, Q8Quaser Srl provides adequate privacy information.

27. APPLICABLE LAW AND COMPETENT COURT

Unless otherwise agreed in writing, the Contract and these General Terms and Conditions, as well as the interpretation, execution and enforcement thereof, are subject to the Italian law, Rome being the Competent Court.

28. ADMINISTRATIVE LIABILITY CLAUSE

The Purchaser declares that it is aware of the regulations in force concerning the administrative liability of legal persons under Legislative Decree No. 231 of 8 June 2001 (hereinafter also referred to as "Decree 231"). In this regard, the Purchaser declares to be aware of the adoption of the Code of Ethics and Organisation, Management and Control Model drawn up by Q8Quaser S.r.l. pursuant to and for the purposes of Decree 231 (published on the website www.q8.it) and undertakes to promptly adopt its own Organisation, Management and Control Model. Pending the aforesaid adoption, the Purchaser undertakes in any event

to adopt conduct and procedures designed to prevent the commission of the conduct that constitutes the predicate offences in relation to which the sanctions set out in Decree 231 may be applied, and to observe and comply with the principles and provisions contained in the Code of Ethics and in the Organisation, Management and Control Model of Q8Quaser S.r.l. (General Part). The Parties also acknowledge that involvement, after the signing of the Contract, in criminal proceedings, even at the investigation stage, which entail or may entail the application of one of the precautionary and/or sanctioning measures provided for in Decree 231, may be considered a cause for early termination of the Contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code, without prejudice to the right to compensation for any greater damage, financial or otherwise, that one of them may suffer as a result of the application of the aforementioned measures. In this case, the Party intending to avail itself of this termination clause shall expressly notify the other by registered letter with return receipt. It is understood that each Party shall indemnify and hold the other harmless from any prejudice that the latter may suffer as a result of its failure to comply with the provisions of Decree 231, as well as the Code of Ethics and the Organisation, Management and Control Model adopted by Q8 Quaser S.r.l. (General Section).

29. ANTI-CORRUPTION CLAUSE

The Parties declare under their own responsibility that no percentage, commission or similar payment has been requested or paid in connection with the contracts concluded between them, which shall be performed in accordance with the highest ethical standards. In particular, the Parties undertake to carry out the activity under the Contract in compliance with the anti-corruption regulations, including the provisions concerning the so-called "traffic of unlawful influence" pursuant to Article 346-bis of the Criminal Code, and the anti-corruption policy, which can be viewed at www.q8.it, according to which, amongst others, it is forbidden to promise or pay, directly or indirectly, to public officials or private individuals money or other benefits, in order to influence any action or omission by them or to obtain, maintain or secure an advantage in relation to the activities under the Contract. No ambiguous practice shall be justified or tolerated under any circumstances, even if deemed "customary" in the relevant industry sector.

Failure by either party to comply with the anti-corruption regulations, including the provisions on "trafficking in unlawful influence" pursuant to Article 346bis of the Criminal Code, and the anti-corruption policy shall entitle the other party to early termination of the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to claim compensation for damages suffered, including reputational damage.

30. ANTI-MAFIA PROVISIONS AND SPECIAL TERMINATION CONDITION

The purchaser acknowledges that the effectiveness of each and every contract is subject to the full and absolute compliance with the anti-mafia regulations in force and therefore guarantees that no final or provisional measures have been issued against the purchaser or its shareholders, which provide for prevention measures or prohibitions, suspensions or disqualifications under the aforesaid regulations, nor are proceedings pending for the application of the same provisions, or convictions that entail the inability to contract with the Public Administration.

The purchaser undertakes to notify Q8Quaser immediately the following, failing which the contract will be terminated as provided for by the law:

- a. any proceedings or measures, final or provisional, issued against the Company itself or its legal representative, as well as the members of its managing body, even after the conclusion of the contract;
- b. any change in its corporate composition compared to that communicated prior to the conclusion of the first Contract;
- c. any other situation that may be provided for by any provision of law enacted after the conclusion of the contract.

The purchaser acknowledges, and expressly waives any and all objections in this respect, that if, during the term of the contract, the measures referred to in the first paragraph above are enacted, the contract itself shall be terminated as provided for by the law, without prejudice to Q8Quaser's right to claim compensation for damages suffered, including reputational damage.

The present contract can be terminated based in case the truthfulness of the declarations made by the Purchaser is not verified, without prejudice to Q8Quaser's right to compensation for any greater damages.

31. COMMERCIAL SANCTIONS

The Purchaser declares and guarantee that:

- is compliant with all applicable legal and regulatory requirements of any governmental or supranational body with jurisdiction over the Contract or any of the Parties, including:
 - (a) the fight against corruption and money laundering; and
 - (b) international trade laws and regulations, including those of the United States, the European Union, the United Kingdom and the United Nations ("Sanctions");
- is not subject to sanctions (a 'Sanctioned Party');

- is not owned or controlled by any person or entity that is a Sanctioned Party, and such Sanctioned Party does not collectively have significant influence over the Party, either through ownership or by means other than a majority interest;
- and is not located or organised, owned or controlled by any person or entity of a Sanctioned Jurisdiction (including, but not limited to, Cuba, Iran, North Korea, Syria and the Donetsk, Lugansk and Crimea region of Ukraine - each a 'Sanctioned Jurisdiction').

The purchaser further declares and guarantees that it shall not transfer, provide access to or use the Services or the work product (including tools and intellectual property):

- to, or for the benefit of, any Specially Designated Nationals and Blocked Persons (as designated by the Office of Foreign Assets Control of the United States Department of the Treasury);
- to or in a Sanctioned Jurisdiction; or to any other party if such transfer, access or use would constitute a violation of any sanction.

The Contract shall be null and void and terminated immediately if, during its term:

- a Party is subject to sanctions or is located in a sanctioned jurisdiction; or
- the execution of this Agreement by a Party would violate any applicable sanction.

Any breach of this Section, including where a Party becomes subject to sanctions, constitutes a material breach of contract and is grounds for immediate termination without cost or compensation to the non-breaching Party.

Q8Quaser reserves all rights under the law and the contract to refuse further performance, even in part, of the contract if, during its term:

- Purchaser becomes a Sanctioned Party
- the goods or services under the Contract are considered sanctioned goods or services.

32. OTHER TERMS AND CONDITIONS

32.1 In the event of cases not regulated in these conditions, the incoterms edition in force at the time of confirmation of the Bunker shall apply. In the event of any conflict between what is provided for in the incoterms and what is provided for in the specific contract, the latter shall prevail.

32.2 In the event of a conflict between the provisions contained in these General Terms and Conditions and the contractual provisions in the Bunker Confirmation, the Bunker Confirmation shall prevail.

33. ANNEXES

- HSE Information (Safety and Environmental Datasheets) [Gas Oil](#) and [Fuel Oil](#)
- [231 Model](#)
- [Privacy](#)

The Purchaser declares to have read and acknowledged the foregoing General Terms and Conditions of Sale and declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, to expressly and specifically approve the following clauses of the General Terms and Conditions of Sale :

- 5. DELIVERY, OWNERSHIP AND RISKS**
- 6. OBLIGATIONS OF THE PARTIES**
- 7. QUANTITIES AND MEASURES**
- 8. QUALITY**
- 11. OTHER CHARGES**
- 13. PAYMENT**
- 14. TAXES**
- 18. HEALTH, SAFETY AND ENVIRONMENT**
- 20. CLAIMS**
- 21. FORCE MAJEURE**
- 22. CANCELLATION OF BUNKER CONFIRMATION**
- 23. UNDUE HARDSHIP**
- 25. TRANSFER OF CONTRACT**
- 27. APPLICABLE LAW AND COMPETENT COURT**
- 28. ADMINISTRATIVE LIABILITY CLAUSE**
- 30. ANTI-MAFIA PROVISIONS AND SPECIAL TERMINATION CONDITION**