

	Marine Lubricants	General Terms & Conditions of Sales for Marine Lubricants	2019 Edition
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1. AREA OF APPLICATION	
1.1	The General Conditions outlined below are applicable to all sales of Marine Lubricants Products by Eni S.p.A. – Refining & Marketing to shipowners (directly or through broker) and traders.
1.2	Unless otherwise agreed in writing, Eni’s General Conditions are applicable to all Marine Lubricants Products sold in Italy and abroad.
1.3	The present General Conditions cancel and replace all previous versions issued.
2. DEFINITIONS	
Unless the context otherwise requires, either words or expressions outlined below will take the meaning as follows:	
Buyer	The company that orders and buys Marine Lubricants Products.
Acceptation of the offer by the Buyer	Document of the offer acceptance, as defined below, sent by the Buyer to the Seller and showing all the economic data contained in the offer itself as well as particular elements and technical information useful for a smooth supply.
Agency	The Representative in port of the shipowner or charterer of the vessel to be supplied who is in charge for delivery coordination (place, date, time) and issuing the required documents.
Bad weather	Strong winds, contrary currents, tidal waves and/or adverse weatherconditions such as excessive heat, fog, rainfall, swells and/or any other event that make unsafe the refuelling operations and/or make difficult the berth.
CIF	Acronym means <i>Cost, Insurance and Freight</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
CFR	Acronym means <i>Cost and Freight</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
CPT	Acronym means <i>Carriage Paid To</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
FAS	Acronym means <i>Free Along Side</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.

FCA	Acronym means <i>Free Carrier</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
Order confirmation	SAP document sent by email by the Seller to the Buyer showing all the data reported in the offer (products, quantity, prices, incoterms and place of delivery).
Contract	It provides the following documents: <ul style="list-style-type: none"> • in case of "spot" sales, reference is made to the quotation, confirmation of the offer, the order confirmation, the present General Conditions and the attachments herein attached; • in case of contracts already agreed between the two parties: confirmation of the quotation in accordance with the agreement's terms, confirmation of the offer by the Buyer, order confirmation by the Seller, the present General conditions and the attachments below.
ETA	Estimated time of arrival of the vessel for which the supply of Marine Lubricants Products has been requested.
ETD	Estimated time of departure of the vessel for which the supply of Marine Lubricants Products has been requested.
FOB	Acronym means <i>Free on Board</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
EXW	Acronym means <i>Ex-Works</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
Incoterms	Official Rules set out by the International Chamber of Commerce (ICC) to interpret commercial terms, in the edition in force, and as from time to time, amended and supplemented.
Delivery note	The Delivery Note is a document confirming the product delivery on board, prepared by the Seller and countersigned by the Ship's master or by an accredited representative in his stead.
Offer	The offer set by the Vendor and sent to the Buyer as a response to the quotation request.
Business hours	In accordance with port regulations or, without such rules, from 8.00 a.m. to 5.00 p.m.
Mooring	Quay, anchorage, submarine cable, single point of mooring or dock, off-shore buoy or any other place of loading and unloading as defined by the Buyer.
Party/ies	Buyer and/or Vendor.

Marine Lubricants Products	Lubricants for exclusive use for ships, boats and offshore platforms, also referred to as the Product/s.
REACH Regulation	It is the Regulation (EC) No. 1907 of 2006 concerning chemicals and further amendments and additions.
Request for Quotation	A request sent by the Buyer to the Vendor, including the following data: <ul style="list-style-type: none"> • name of the vessel • IMO • ETA, ETD • delivery port • vessel agency • product type and quantity • any other information pertaining the supply procedures should the Parties fail in communicating, successful supply shall be at the Vendor's discretion. The Vendor is not forced to bring it to an end.
Vendor	Eni S.p.A. - Refining & Marketing
3. OBJECT	
3.1	<p>The present General Conditions are applicable to sales and purchases of Marine Lubricants Products between Eni S.p.A. - Refining & Marketing and any Buyers referred as to Article 1.1.</p> <p>The current General Conditions and the attached documents contain all the terms and details agreed by the Parties regarding the sale of Marine Lubricants Products.</p>
3.2	The present General Conditions may be modified or integrated at any time, upon notice by the Vendor to the Buyer.
3.3	<p>The current General conditions have been delivered to the Buyers, or are available on the Internet website https://oilproducts.eni.com/en_GB/areas/marine/marine-lubricants.</p> <p>Nevertheless, should any individual Buyer, for whatsoever reason, not have a copy of the present General conditions, he may request a hard copy addressing to the Eni Office as referred to in article 16.</p>

4. DELIVERY, TITLE AND RISKS	
4.1	In compliance with what has been stated in the Supply offer, the Marine products can be delivered by barge, tank truck or motorboat.
4.2	The delivery of the products generally will take place FAS in the port appointed by the Buyer. The title and the risks pertaining to the Product are transferred to the Buyer "free at quay" (FAS), that is when the Product is made available on the pier appointed by the Buyer.
4.3	If the delivery of the Product will be performed by barge, if the Seller is the charterer of the barge, the risks pertaining to the Product and the title will be transferred to the Buyer when the Product crosses the connection flange between the barge and the vessel (FOB). The connection and disconnection of the hoses are at the Buyer's risk just in case these operations are effected by the Buyer's crew.
4.4	As regards the deliveries EXW and FCA, the title and the risks pertaining to the Product are transferred when the Product is delivered to the vehicle sent by the Buyer to pickup at the Seller's production facility.
4.5	As far as the above delivery points are concerned, risks shall be transferred from the Vendor to the Buyer, who takes all risk for any losses or damages caused by the delivered product as for deterioration, evaporation, leaking or other risks pertaining the product delivered.
4.6	All deliveries by barge, weather permitting, will be subject to the vessel priority, if existing, and to business hours of staff responsible of transport operations and possible limitations indicated by Port Authorities. In case of vessel arrival outside business hours, all additional costs will be borne by the Buyer.
4.7	<p>The Vendor will not be responsible for any costs, losses or demurrage due to congestion at the terminal or lacking of safe mooring.</p> <p>Roadstead deliveries are subject to confirmation by the captain of the barge that weather conditions allow the delivery in accordance with the port regulation for roadstead supply. Should it not be possible to deliver the Marine Product as a result of the decision of the barge captain, the Vendor is not responsible either for the missed or late delivery or any possible costs related.</p>

5.OBLIGATIONS OF THE PARTIES

5.1	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none">a) Providing a safe mooring. Due to congestion at the terminal or mooring all costs will be borne by the Buyer. <p>Paying all port costs and fees pertaining every single supply.</p> <p>Checking and guaranteeing that the vessel's tanks are clean and ready to receive the Product in compliance with current regulations and best practices. The Vendor shall not be held liable for any product alterations deriving from either the inaccurate cleaning of tanks or their unfitness to receive the product.</p> <p>Checking that any product that may already be on board is compatible with that ordered from the Buyer. The Vendor is not responsible for any problems caused by incorrect mixing.</p> <ul style="list-style-type: none">b) Informing the Vendor of the exact time and place of the delivery, through the Agency.c) The Buyer is liable for any costs due to its delay in taking over the products, including the stopover expenses and/or the overtime of trucks and/or of barges.d) Paying the cost of the products and the costs indicated in article 10.
5.2	<p>The Vendor is subject to:</p> <ul style="list-style-type: none">a) Check that the Product to be delivered complies with the required specifications.b) Deliver the product to the Buyer in accordance with the terms agreed in the order confirmation.c) Deliver to the Buyer the quantity requested in conformity with paragraph 6.1.1, without prejudice, the determination of the agreed quantity is that indicated in paragraphs 6.2 and 6.3.d) Issue a formal invoice once the product has been delivered.
5.3	<p>The Vendor hereby declares that the substances contained in the Product meet the standards set out in the REACH Regulation and, as appropriate, the Vendor hereby declares that substances have been duly registered either by the Vendor himself or by other similar upstream actors in the supply chain, i.e. these substances have been pre-registered as "phase-in" substances by the Vendor or other subjects or don't need to be registered. The registration numbers, where applicable, are described in the safety data sheets found in internet web-site http://schedesicurezza.eni.com, or, if not listed on one or more safety data sheets, are available on the website www.eni.com.</p> <p>In the event that the Buyer is not the final recipient of the product, he undertakes to inform immediately the recipient subject of the product of any update of safety data sheets, expressly holding Eni from any liability deriving from the lack of timely information of such updates.</p>

6. QUANTITY	
6.1	The quantity bought and sold is that confirmed by the Vendor in the order confirmation. The amount of product, including invoicing purposes, will be the one stated in the documents issued by the exporting customs/tax/storage facility.
6.2	In case the Buyer, caused by ship operational needs, requests a change of the quantity to be delivered after the order confirmation sent by the Vendor, the Vendor shall do his due diligence in order to satisfy the Buyer's request but he shall not be obliged in any way to deliver either a greater or lower quantity than that indicated in the order confirmation.
6.3	The quantity that actually binds the parties will be that resulting from the determination by the competent customs authorities and subsequently stated in the document issued by the same authorities.
7. QUALITY	
7.1	The Marine product type will be agreed and identified by the Parties in the order confirmation. The quality of the products shall be in compliance to Eni specifications posted on the web-site www.eni.com .
7.2	The Vendor shall not be held liable should the product not be available at their bases at the time of the RFQ. He may in any case offer the Buyer the type pf alternative products and quantities available at the moment.
7.3	<p>According to the delivery methods and for the purpose of verifying the quality, three or four samples of the luboil shall be taken as follows:</p> <ul style="list-style-type: none"> • one for the Vendor that shall be stored in the competent Eni deposit and put at disposal of an independent laboratory, in case of claim; • ond for the carrier that shall be stored by their offices and put at disposal of an independent laboratory, in case of claim; • one for the ship delivered by the carrier for delivery both by tankers and barge <p>The samples will be taken as follows:</p> <ul style="list-style-type: none"> • from the tank of the product at the time of the tanker loading at the Seller's production plant; • in the moment of the landfill of the product from tanker or barge <p>No other samples shall be taken into account by the Vendor. All samples shall be sealed and labelled. Labels shall indicate the name of the vessel, the name of the product, the time and place of pumping.</p>

8. PRICES	
The Prices will reported by the Seller in the order confirmation sent to the Buyer.	
9. CHARGES	
<p>In addition to the price of the Marine Products, the Buyer will be required to pay:</p> <ul style="list-style-type: none"> a) The cost of the barge for deliveries of bulk product; b) Shipping agency fees, port charges and what is necessary for the delivery on board; c) Any taxes and/or duties in compliance with the reference regulations; d) Any additional costs incurred by the Seller for overtime payments in relation to nightly deliveries, on public holidays, weekends and/or for the barge demurrage and/or tanker demurrage; e) The costs that the Seller will have to bear in ther event of total or partial refusal of the product on behalf of the Buyer. 	
10. INVOICING	
10.1	The invoice will be sent according to the procedures established by the regulations in force at the time of invoicing.
10.2	The Seller will issue an invoice based on the weight indicated in the customs/financial documentation.
10.3	<p>The invoice will show the prices of the products and the following data:</p> <ul style="list-style-type: none"> • the commercial name of the product and the quantity delivered; • tax treatment and customs status, the delivery plant and terms.
10.4	The documents relating to the delivery (delivery note) will be supplied to the Purchaser, but the payment can not be conditioned upon receipt of these documents by the Purchaser himself.

11. PAYMENT	
11.1	The payment of the delivered product shall be made in the currency and in the manner provided in the invoice issued by the Seller.
11.2	In case of customers without credit line, the payment to the Vendor shall be made before the delivery. As regards customers owing a credit line, the payment conditions shall be in line with the credit allowed by the Vendor; nonetheless, the Buyer shall have to do everything to keep financial exposure within the credit limits.
11.3	Payment shall be made through bank credit transfer to the bank specified by the Vendor. Each bank fee will be borne by the Buyer.
11.4	In the event of late payment the Vendor will reserve from applying to the Buyer the interests for this delay, in accordance with the regulations in force at the time of delivery. The Vendor may suspend the supply in the event of late payment. In case the payment expiry date falls on Saturday, payment will be made on the first working day before that day; if the payment expiry date falls on Sunday or Bank Holiday, payment will be made on the first working day after that date.
11.5	The payment of the amount due to the vendor shall be made also in case of disputes that shall be solved separately.
11.6	At any time the vendor may request the Buyer to produce detailed and reliable information about his financial situation. The Buyer will endeavor to verify the Seller's requests as soon as possible.
12. TAXES	
12.1	Taxes, duties and all other forms of governmental fees of any type or name (hereafter referred as to "taxes") directly or indirectly applicable to the Marine Lubricants Products will be charged to the Buyer.
12.2	Should the Vendor pay any amount of tax at the expense of the Buyer, the Buyer must reimburse the amount on request.
13. INDEMNITY	
13.1	In accordance with provisions as referred to in article 5, the Buyer shall indemnify and hold Seller harmless against any consequences and/or responsibility deriving from the use of the Product by the Buyer after the Product has been delivered to the Buyer.
14. USE OF THE MARINE LUBRICANTS	
14.1	Without prejudice to the guarantee referred to in paragraph 13, the Buyer is obliged to guarantee that the Marine Lubricants Products supplied by the Vendor to the Buyer will be used by the Buyer exclusively for the vessel to be refuelled.

15. SALES METHODS	
15.1	The Contract is applicable even when the product is not delivered directly by the Vendor but by third parties acting as agents or representatives of the Vendor.
16. CONTRACT MANAGEMENT, COMMUNICATIONS AND ADDRESS FOR SERVICE	
16.1	<p>The contract manager (hereinafter referred to as the "Contract Manager") is liable for managing relationships between the Parties, for the application of contractual conditions, the fulfilment of the contract, the management of possible complaints and disputes and as well as any proposals of amendments of the Contract itself.</p> <p>The Contract Manager is: Daniele D'Alessio – Marine Sales Manager.</p> <p>In case of change of the Contract Manager name, due notice shall be promptly notified in writing.</p>
16.2	<p>Any communication relating to the contractual aspects pertaining to the Contract Manager's responsibility as referred to in article 16.1. shall be in writing and sent to the aforementioned Contract Manager either by registered letter with return receipt, telefax or email. Namely, this shall be addressed to the following:</p> <p>Divisione Refining & Marketing – Via Laurentina, 449 – 00144 Rome (Italy)</p> <p>Daniele D'Alessio Telephone number +39 335 5991561 Fax Number: +39 06 59887549 Email address: daniele.dalessio@eni.com</p>
16.3	<p>Communications concerning operational/executive issues, and consequently different from the above referred to in article 16.1., may be addressed by email, telefax or by phone to:</p> <p>Francesco De Maria Telephone number +39 3476444269 Email address: francesco.demaria@eni.com</p>
16.4	<p>Any commercial communication concerning every single Contract shall be delivered or sent from/to the following email address: marinelubricantssales@eni.com</p> <p>Eni indicates an address for service for any communication concerning the Contract Manager, i.e. : Divisione Refining & Marketing – Viale G. Ribotta, 51 – 00144 Rome (Italy)</p>

17. HEALTH, SAFETY AND ENVIRONMENT	
17.1	<p>The Parties shall undertake to move towards the goal of excellence with regard to occupational health, Safety and Environmental Protection. Within their responsibility, the parties undertake to comply with the current legislation on health, safety and carriage of dangerous goods.</p>
17.2	<p>The Buyer is responsible for providing its employees, agents, sub-contractors and any other person who uses or comes into contact with the Product supplied and covered by these General Conditions with the attached HSE (“Safety and Environment Data Sheets”) information.</p> <p>The Buyer must ensure that any recommendation about the use of that Product contained in the HSE information is implemented by the persons referred as above.</p> <p>With reference to Products covered by these General Conditions, since the risks and title are transferred in his legal area, the Buyer must ensure that all the obligations, conditions or recommendations concerning health, safety and environment relating to the Product are respected in accordance with the law, regulations, provisions or rules in force or in application anywhere the Buyer or persons who work on behalf of the Buyer use or come into contact with the Product.</p>
17.3	<p>The Buyer shall indemnify the Vendor from any responsibility, damage, claims or loss directly deriving from or relating to any non-compliance or infringement of any nature committed by the Buyer in compliance with the obligations set out in this article.</p> <p>The observance on the part of the Buyer of the recommendations contained in the HSE information will not keep the Buyer exempted from the obligation to comply with any other obligation or recommendation relating to the Product in accordance with any law, regulations, provision or rule in any place, country, state or jurisdiction nor from any responsibility deriving from the non-compliance with these obligations and recommendations.</p> <p>The Vendor will not be responsible under no circumstances for any eventual losses, damages or injuries deriving from dangers inherent in the nature of the Product itself.</p> <p>The Vendor reserves the right, but without this leading to the acceptance of any form of responsibility or obligation, to cancel, terminate or suspend the supply of the Product in case of violation by the Buyer, by action or omission, as required by this clause or when the Vendor has no reason to consider that the actions, activities, operations or operational systems implemented by the Buyer or on behalf of himself relating to the Product are or could be harmful to health, safety and/or protection of the environment as laid down locally.</p>

18. ENVIRONMENTAL MANAGEMENT	
18.1	<p>Each Party shall ensure that it carries out its activities in compliance with all environmental legislation throughout the lifetime of the Contract.</p> <p>Each Party shall directly and exclusively respond to any environmental effects caused by or deriving from pollution and/or accidents for which the Party itself is held responsible for any failure to comply with the obligations laid down in this Contract, supporting the relevant costs and keeping the other Party free from any liability, demands or requests derived by anyone.</p>
19. CLAIMS	
19.1	<p>Any claim deriving from or related to the quantity must be notified by the Buyer to the Vendor immediately after the product is delivered to the vessel indicated by the Buyer, in accordance with the following operational working methods:</p> <ul style="list-style-type: none"> • A written reservation signed by the Captain on the delivery receipt giving the alleged differences about the quantity loaded. A formal letter of claim to the Vendor shall be sent in due course. <p>Any claim deriving from or relating to quality delivered shall be notified by the Buyer to the Vendor within 30 days after the delivery of the Product to the above vessel, in accordance with the following operational methods:</p> <ul style="list-style-type: none"> • Formal notice shall be given by the Buyer to the Vendor that suggests and sets out the claim together with the request to conduct an inspection under contradictory comprehensive of analytical results on the "Vessel Sample" clearly underlining the allegedly products out-of-specification; • The sample, made available by the Vendor, shall be analyzed under contradictory in an accredited Independent Laboratory agreed by both Parties. The results of these analysis are definitive and binding for both parties. • Claims concerning the quality or defects of the product/s if based on the lack of characteristics not indicated in the quality specifications of the product/s or in any case not guaranteed by the Seller will not be taken into account. • The Buyer undertakes to reduce losses or damages which might derive from failure or product defects. Therefore the Buyer shall take any measure liable to soften any loss and/or damage derived from failure or defects as referred to in the previous paragraph. The Vendor declines any responsibility caused by failure on the part of the Buyer of its own obligation to mitigate the detrimental consequences of defects or non-compliance of contract provisions.

20. FORCE MAJEURE	
20.1	The Vendor and the Buyer are not responsible for the delay or inadequate execution of the delivery when this execution is affected by force majeure either totally or partly; in this case it means any event beyond the reasonable control of the Parties including, among which with no claim to exhaustiveness, natural disasters, wars (whether declared or not), civil unrest, earthquakes, breakdown or suspension of production, manufacturing, sales and delivery structures, strikes involving the Vendor's employees and/or the Buyer's employees, a lack of raw materials and/or transportation, exceptional weather conditions and the closure or limited operation of power plants and/or reception facilities.
20.2	If one of these accidental events should impede or delay the execution of the contract by one of the Parties, the other Party shall promptly inform the other Party indicating the approximate event duration and shall exercise due diligence in order to cancel or minimize the consequences of this event.
20.3	If the Contract is impeded or delayed for more than 5 days, the Parties may jointly assess if the Contract is to be considered terminated or renegotiated.
20.4	The Parties have no obligation to recover subsequently quantities not sold or not purchased as a result of such an accidental event.
21. CANCELLATION OF THE ORDER CONFIRMATION	
21.1	The cancellation of the Vessel Nomination by the Buyer, already confirmed by the Seller, will result in the charge of 10% of the value of the Product/s indicated in the order confirmation by the Seller.
22. EXCESSIVE CHARGES OCCURRED	
22.1	The Parties agree that unforeseeable events may occur at the time of the Contract signature and not attributable to any of them, that would make the Contract excessively onerous for one of the Parties.
22.2	In the case provided for in paragraph 22.1, the Parties will pursue the due diligence to reach an agreement on the measures to adopt with reference to this extraordinary overcharging. In the event of no possibility to eliminate the cause, the Party affected by this overcharging can cancel the Contract in accordance with articles 1467 and subsequent articles of the Civil Code.
23. CONCILIATION	
23.1	The Parties agree to come to a friendly solution regarding any eventual dispute arising from or connected to the Contract not referring to the quantity and/or quality of the delivered product, which is already regulated by paragraph 19, 90 days after the dispute has arisen.

23.2	With reference to the contents of paragraph 23.1, the complainant shall inform the other Party about the reason of his claim within 15 days after the claim has arisen and has to make an appointment for meeting with the representative of the other Party.
23.3	Within 15 days from when the communication referred to in the previous paragraph is made, the Party who receives the claim must either accept or refuse the claim and, if refused, appoint a representative.
23.4	The representatives of the two Parties shall meet within 40 days after the claim has arisen and shall use due diligence to settle it, and in any case, informing the other Party about the results after 20 days the meeting has held.
24. TERMINATION OF THE CONTRACT	
24.1	The Contract may be terminated as referred to in article 1456 of the Italian Civil Code when one Party is subject to failure or any other insolvency proceedings.
24.2	Termination shall nonetheless occur without prejudice of the other ordinary protection rights and/or any claim for damages to which one of the two Parties can have the right to compensation for damages either according to the Contract or under the Italian law. This contract shall not affect the rights and obligations of the Parties already existing at the time of resolution.
25. TRANSFER OF THE CONTRACT	
25.1	The Contract may not be transferred from one of the two Parties to a third Party without the written consent of the other Party.
25.2	The transfer of the Contract from the Vendor to one of its subsidiaries is admitted without the Buyer's consent and shall be valid after a written notice by the Vendor to the Buyer.
26. PRIVACY	
26.1	The Parties declare that they have reciprocally acknowledged the compliance with the relevant obligations regarding the protection of personal data, each as far as it is concerned.
26.2	The Parties acknowledge that they act as independent data controllers and undertake to operate in full compliance with the legislation on personal data protection applicable to them in relation to the processing of personal data related to the implementation of these General Conditions.

26.3	In this regard, each Party will hold harmless and will indemnify the other Party from any prejudice deriving from the failure or incorrect execution of the aforementioned obligations, committing itself to indemnity in case of damages, costs, expenses (including legal expenses) as a result of possible application of administrative sanctions and / or appeals made by the interested parties on the basis of the rights assigned to them by the current legislation on the protection of personal data, as well as any other objections made by the competent Supervisory Authorities, where the responsibility derives from the active conduct or omission of the defaulting Party.
27. APPLICABLE LAWS AND PLACE OF JURISDICTION	
27.1	Unless otherwise agreed in writing, the Contract, its interpretations, execution and application of itself shall be governed by the Italian law.
27.2	The place of jurisdiction is Rome.
28. ADMINISTRATIVE RESPONSIBILITY CLAUSE	
28.1	<p>The Buyer declares to be fully aware of the Italian laws and regulations currently in force relating regarding the “administrative responsibility” of legal persons and, in particular, about the provisions of Legislative Decree no. 231 dated June 8 2001 and further amendments and additions. In relation to this, the Buyer declares to have read and be fully aware of:</p> <ul style="list-style-type: none"> a) the “Principles of Model 231”, which also includes Eni Code of Ethics. This Code has been developed according to the legislation in force concerning the administrative malpractices of the legal person resulting from a crime committed by administrators, employees and/or collaborators; b) “Anti-corruption Management System Guideline” by Eni; c) Eni Guidelines on the Protection and Promotion of Human Rights. Documents as referred to in the above (a), (b), (c) are available on a dedicated section of the Internet website www.eni.com so that the Buyer, at anytime, could request the delivery of a hard copy of the above documents.
29. OTHER TERMS AND CONDITIONS	
29.1	<p>Should assumptions occur which are not regulated by the present Contract, the Incoterms version in force at the time of the order confirmation shall be applied.</p> <p>In case of conflict between what expected by the provisions of the contract and the Incoterms, the latter will prevail.</p>
29.2	<p>Should there be any conflict between the contents of the order confirmation and these General Conditions, the order confirmation will prevail.</p> <p>The same occurs in case of conflict between the order confirmation and the Term.</p>

30. ANNEXES

- HSE Information (Safety and Environment Data Sheets)
- Principles of Model 231

The Buyer declares to have read and be fully aware of the above General Conditions and, pursuant to articles 1341 and 1342 of the Italian Civil Code, declares to have expressly and specifically approved the following clauses of the General Conditions:

- Art. 4 - delivery, title and risks
- Art. 5.1 - Obligations of the Buyer
- Art. 6 - Quantity
- Art. 7 - Quality
- Art. 9 - Charges
- Art. 11 - Payment
- Art. 17 - Health, safety and environment
- Art. 19 - Claims
- Art. 29 - Force majeure
- Art. 21 - Cancellation of the order confirmation
- Art. 22 – Overcharging occurred
- Art. 27.2 – Exclusive court agreement