



Enilive
Viale Giorgio Ribotta, 51
00144 Roma
06.5982 1
www.enilive.it

GENERAL TERMS & CONDITIONS OF SALES FOR MARINE BUNKERS

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Enilive S.p.A.
Società con un unico socio
Soggetta all'attività di direzione e coordinamento di Eni S.p.A.
Capitale sociale Euro 315.498.184,00
Codice fiscale e Partita Iva 11403240960
R.E.A. Roma n. 1676444



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1 AREA OF APPLICATION

1.1 The General Conditions outlined below are applicable to all sales of Marine Fuels Products by **Enilive S.p.a.** to shipowners, (directly or through broker) charterers and traders.

1.2 Unless otherwise agreed in writing, Eni's General Conditions are applicable to all Marine Fuels 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 Fuels Products.

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 weather conditions such as excessive heat, fog, rainfall, swells and/or any other event that make unsafe the refueling operations and/or make difficult the berth.

Bunker confirmation Document of acceptance for vessel nomination, as stated here below, sent by email by Seller to the Buyer according to these General Conditions and that:

in case of spot sales, it makes reference both to the quantity and the quality of the Product/s as follows, economic conditions and the main clauses agreed by the Parties under negotiation.

For Term contracts signed by the Vendor and the Buyer and already agreed by the two Parties, it implements product sales as set out in the contract itself.

Contract It provides the following documents:

- in case of "spot" sales, reference is made to the Vessel nomination as follows, to the Bunker Confirmation, the present General Conditions, and the attachments herein attached;
- in case of contracts already agreed between the two parties: Term, Vessel Nomination, as follows/ the Bunker Confirmation, the present General conditions, and the attachments below.

ETA Estimated time of arrival of the vessel for which the supply of Marine Fuels Products has been requested.

ETD Estimated time of departure of the vessel for which the supply of Marine Fuels Products has been requested.

FOB Acronym means Free on Board and referring to 'the product delivery in compliance with the Incoterms published by the ICC.

Delivery window Time framework within which the ETA vessel order is considered valid.

Physical supply Company producing and owning Marine fuels at a specific port.

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Ex-works (FCA) Delivery occurring by means of facilities provided by the customer for deliveries to his fiscal deposits or supplies arranged by the customer himself directly to the vessel.

F.O.B. Delivery occurring by means of facilities provided by the supplier for vessel deliveries.

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,

Independent inspector A third Party (either an individual or a company).

Independent laboratory A third-party laboratory.

Vessel Appointment Document confirming the Offer - as defined below - sent by the Customer to the Seller and including all data contained in the offer as well peculiar elements and technical information useful for the successful outcome of the supply.

BDN Bunker 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, offshore buoy or any other place of loading and unloading as defined by the Buyer.

Party/ies Buyer and/or Vendor.

Marine Fuels Products Bunkers fuels - also referred to as the Product and/or the Bunker.

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 no sooner than 7 days and within 2 before the vessel ETA, including the following data:

- name of the vessel
- IMO (if any)
- ETA, ETD
- Delivery port product type and quantity any other
- information pertaining the supply procedures hold 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: Enilive S.p.A.

3. OBJECT

3.1 The present General Conditions are applicable to sales and purchases of Marine Fuels Products on the part of **Enilive S.p.A.** and any Buyers referred as to Article 1.1.

The present General Conditions and the attached documents contain all the terms and details agreed by the Parties regarding the sale of Marine Fuels Products.

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3.2 The present General Conditions may be modified or integrated at any time, provided that notice is given by the Vendor to the Customer.

3.3 The present General conditions have been delivered to the Buyers or are available on the Internet website https://oilproducts.eni.com/it_IT/settori/marina/combustibili-marina or have been given notice of as referred to in the Bunker Confirmation. Nonetheless, should any individual Buyer, for whatsoever reason, not have a copy of the present General conditions, he may apply for a hard copy addressing **Enilive S.p.A.** Office as referred to below in article 16.

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, tanker, or pipe, where permitted.

4.2 As regards the deliveries by barge, in case of FOB sales, the risks pertaining to the Product and the title will be transferred to the Buyer when the Product crosses the connection flange between barge and vessel.

4.3 As regards the Ex- works (FCA) deliveries, the title and the risks pertaining to the Product are transferred when the Product crosses the connection flange between the deposit and barge. Risks deriving from the connection and detachment of the hoses are Buyer risk.

4.4 As regards the deliveries by truck, the risk pertaining the Product and the title will be transferred to the Buyer at destination (F.O.B.) when the Product crosses the connection flange tanker/truck.

4.5 In case of Ex works (FCA) deliveries, the title and the risks pertaining to the Product will be transferred when the Product crosses the connection flange between the deposit and the tanker/truck when the tanker/truck is being loaded in the deposit. Risks deriving from the connection and detachment of the hoses are at Buyer risk.

4.6 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 ex deterioration, evaporation, leaking, or other risks pertaining the product delivered.

4.7 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.

4.8 The Vendor will not be responsible for any costs, losses, or demurrage due to congestion at the terminal or lacking safe berthing places as to Art. 6,

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 fueling. Should it not be possible to deliver the Marine Product because of the decision of the barge captain, the Vendor is not responsible either for the missed or late delivery or any possible costs related.

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5.OBLIGATIONS OF THE PARTIES

5.1 The Buyer is responsible for:

- a)** Providing a safe mooring. Due to congestion at the terminal or mooring all costs will be borne by the Buyer.
- b)** Paying all port costs and fees pertaining every single fueling operation.
- c)** 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.
- d)** Checking that any Bunker that may already be on board is compatible with the Bunker ordered from the Vendor. The Vendor is not responsible for any problems caused by the incompatibility of the two products.
- e)** Informing the Vendor of the exact time and place of the Bunker delivery, through the Agency. Failure of this communication by the Buyer will free the Vendor from any obligation to deliver the Product and the pertaining order will be considered cancelled.
- f)** Receiving Bunker delivery without delay. The Buyer is responsible for guaranteeing that the Vendor is not liable for any eventual costs deriving from delay, among which there are, by way of example, demurrage charges, barge overtime shipping or tank overtime.
- g)** Paying the cost of the bunker and the costs indicated in article 9.
- h)** Should the vessel, for whatsoever reason, arrive more than three days after the ETA incited in the Bunker Confirmation, the Vendor, at his only convenience, is no longer obliged to deliver the Bunker.
- i)** Paying all costs and reimbursing the Vendor of all expenses and charges arising from the Buyer's failure to comply with one or more obligations as provided for in paragraph 6.1.

5.2 The Vendor is subject to:

- a)** Check that the Product to be delivered complies with the standards required.
- b)** Deliver the Bunker to the Buyer in accordance with the terms agreed in the bunker confirmation.
- c)** Deliver to the Buyer the quantity requested in conformity with paragraph 6.1., without prejudice, the determination of the agreed quantity is that indicated in paragraph 6.3
- d)** Issue a formal invoice once the Bunker has been delivered.

5.3 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 attached to the present Sale General Conditions.

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6. QUANTITY

6.1 The quantity bought and sold is that confirmed by the Vendor in the Bunker Confirmation,

6.2 In case the Buyer, caused by ship operational needs, requests a change of the quantity to be delivered after the Bunker Confirmation sent by the Vendor, the Vendor shall do his due diligence 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 Bunker Confirmation.

6.3 The quantity is that measured by customs authorities and subsequently stated in the document issued by the same authorities. This figure is binding for both Parties.

6.4 The Buyer has the right to be represented when the product quantity is measured at his own expense and after prior notification to the Vendor. Accordingly, he should inform the Vendor if he seeks to appoint an Independent Inspector or not.

6.5 If water is present in the bunker oil or in the in the intermediate bunker oil more than 0.5%, the Vendor will make the necessary adjustments and the volume invoiced will be consequently corrected.

7. QUALITY

7.1 The Marine product type will be agreed and identified by the Parties in the Bunker Confirmation. In case of deliveries on Eni bases, the quality of the products shall be in comply to **ISO 8217/2024** regulations; if a product is delivered on non-Eni bases, the specific parameters will be those acknowledged by the Physical Supplier on each occasion. Eni guarantees that Marine Fuels Products comply with the above regulations at the moment of delivery. Data sheets are available on the website www.eni.com and namely on https://oilproducts.eni.com/it_IT/settori/marina/combustibili-marina. They shall be available in accordance with the Buyer's requirements.

7.2 Any other guarantee will be excluded. Namely, the Vendor will give no guarantee about the use of each product, both used on its own and combined with other products.

7.3 The Vendor shall not be held liable should the product not be available c/o its bases when applying for supplying. It may nonetheless provide the Buyer with the Product and quantity available at the moment.

7.4 According to the delivery methods and for the purpose of verifying the quality, three or four samples of the Bunker shall be taken as follows: 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; two for the supplying vessel and namely: the "SHIP sample" the "MARPOL sample"; one for the transport operator (in case of delivery by barge or by truck only).

Samples shall be taken as follows:

Pipeline: connection flange between the pipeline and the vessel;

Barge: connection flange between the barge and the vessel;

Truck: connection flange between the truck and the vessel.

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No other samples shall be considered 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. Samples shall be countersigned by the Vendor or his representative and by the ship's master or his representative.

8. PRICES

The Prices will be set out by the Seller in the Bunker Confirmation sent to the Buyer.

9. CHARGES

Apart from the price of the Marine Fuels Products, the Buyer is liable for the payment of:

- a) Transportation cost depending on the delivery type;
- b) Any mooring and de-mooring costs, 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 supplementary costs incurred by the Seller for overtime payments regarding both to nightly deliveries on public holidays, weekend and/or for the barge demurrage and/or tanker demurrage;
- e) Charges incurred by the Seller in case of total or partial refusal of the Bunker on behalf of the Buyer.

10. INVOICING

10.1 Invoices shall be sent by email only.

10.2 The Seller will issue an invoice based on the weight indicated on the customs/financial documentation.

10.3 The invoice will report the price of products and the following data: product and quantity delivered; tax treatment and customs situation, the delivery depot and delivery terms.

10.4 Delivery documents (BDN) shall be issued on request of the Buyer, but the payment will not be affected by the receiving of the above documents on behalf of the Buyer himself.

11. PAYMENT

11.1 Payment of the Marine Product delivered shall be made in the currency and manner envisaged in the bunker Confirmation.

11.2 In case of customers without credit line payment to the Vendor shall be made before delivery. As regards customers owing a credit line, the payment conditions shall be in line with the credit allowed by the Vendor; nonetheless, customers 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.

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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 strive to meet the demands of the Vendor as quickly 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 Fuels 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

In accordance with provisions as referred to in article 4, 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. UTILISATION OF THE MARINE FUEL OILS

14.1 Without prejudice to the guarantee referred to in paragraph 13, the Buyer is obliged to guarantee that the Marine Fuels Products supplied by the Vendor to the Buyer will be used by the Buyer exclusively for the vessel to be refueled.

15. BUYER'S REPRESENTATIVE

15.1 Without prejudice to the Buyer's responsibilities as set out in these General Conditions, if the Contract is signed by a representative of the Buyer, whether declared or not, the representative will be responsible for the obligations undertaken by the Buyer in accordance with the Contract.

15.2 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.

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16. CONTRACT MANAGEMENT, COMMUNICATIONS AND ADDRESS FOR SERVICE

16.1 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.

The Contract Manager is the Marina Commercial Activities Manager of Enilive S.p.A.

In case of change of the Contract Manager name, due notice shall be promptly notified.

16.2 Any communication relevant to the contract under the Contract Manager's responsibility as referred to in article 16.1. shall be in writing and sent to the Contract Manager either by registered letter with return receipt, telefax, email or PEC. Namely, this shall be addressed to the following:

Viale Giorgio Ribotta, 51 – 00144 Roma RM

Mail: eni_marin@enilive.com;

16.3 Communications concerning operational/executive issues, and consequently different from the above referred to in article 16.1. may be addressed by email:

Mail: eni_marin@enilive.com

16.4 Any commercial communication concerning every single Contract shall be delivered or sent from/to the following email address: eni_marin@enilive.com.

Enilive S.p.A. indicates an address for service for any communication concerning 'the Contract Manager, i.e.:

Enilive S.p.A. – Viale Giorgia Ribotta, 51 – 00144 Roma RM

17. HEALTH, SAFETY AND ENVIRONMENT

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.

17.1 The Buyer is responsible for providing its employees, agents, subcontractors, and any other person who utilizes or comes into contact with the Product supplied and covered by these General Conditions with the attached HSE information.

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.

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 utilize or come into contact with the Product.

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17.2 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.

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.

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.

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.

18. ENVIRONMENTAL MANAGEMENT

18.1 Each Party shall ensure that it carries out its activities in compliance with all environmental legislation throughout the lifetime of the Contract.

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.

19. CLAIMS

Any claim whatsoever deriving from or relating to quantity shall 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:

A written reservation signed by the Captain on the Bunker delivery receipt (BDR) giving the alleged differences on the quantity loaded. A formal letter of claim to the Vendor shall be sent in due course.

Any claim deriving from or relating to quality delivered shall be notified by the Buyer to the Vendor, in order to avoid any forfeiture of rights, within **10 days** after the delivery of the Product to the above vessel, in accordance with the following operational methods:

- Formal notice shall be given by the Buyer to the Vendor that suggests and sets out the claim

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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 shall remain unaltered and be binding for both parties.
- No claims, concerning quality or product defects if based on lack of features not detailed in the data sheet for the product quality or not guaranteed by the Vendor, shall 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.

In any case, any liability of **Enilive** ascertained pursuant to the General Conditions is limited to the value of the lot of Product from time to time subject to the Confirmation of Bunker and this limit also applies to exclude any liability of **Enilive** for damages indirect and for loss of profit, as well as any liability of **Enilive** for damages to third parties, with respect to which the Buyer undertakes to indemnify and hold **Enilive** harmless for any sum exceeding the above limit.

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.

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21. CANCELLATION OF THE BUNKER CONFIRMATION

21.1 After being confirmed by the Vendor, the cancellation of the Vessel Nomination by the Buyer is allowed in case of force majeure not linked to the Buyer's willingness.

21.2 Should the vessel moor anyway in the port as defined in the Vessel nomination being the object of cancellation, the Vendor reserves the right to charge the Buyer 30 euros/MT.

22. EXCESSIVE CHARGES OCCURRED

22.1 The Parties agree that events could occur that are not foreseeable at the time of the Contract signature and are not attributable to either Party 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, within 60 days of the dispute arising.

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 after the communication has made, referred as to in the previous paragraph, 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 Each Party may withdraw from the contract with immediate effect, pursuant to in article 1373 of the Italian Civil Code, when the other Party is subject to failure or any other insolvency proceedings.

The contract may be terminated pursuant to and for the purposes of Article 1456 of the Civil Code, in the event that one of the Parties is in breach of one of the following provisions: Art 5.1 lett b); art. 5.1 lett g); art. 9; art. 11; art. 17.

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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. MUTUAL DATA EXCHANGE

26.1 *The following clause applies when the Buyer is located in a Country within the European Economic Area.*
The Parties recognize that each is acting as an independent data controller and undertake to operate in full compliance with Regulation (EU) 2016/679 ("GDPR") in relation to the processing of personal data connected with the execution and performance of this Contract.

In compliance with article 12(1) GDPR, **Enilive S.p.A.** has provided an adequate privacy information notice.

The following clause applies when the Buyer is located in a Country outside the European Economic Area which has been addressed by an adequacy decision issued by the EU Commission.

The Parties (the Party established in the European Economic Area ("EEA"), meaning, for the purposes of this clause, also the "EEA Party", and the Party established outside the EEA, meaning also the "Non-EEA Party") recognize that each of them is acting as an independent data controller and undertake to operate in full compliance with the data protection legislation applicable to them (such as, for the EEA Party, Regulation (EU) 2016/679 ("GDPR")) in relation to the processing of personal data connected with the execution and performance of this Contract. The transfer of personal data by the EEA Party to the Non-EEA Party will be carried out on the basis of the adequacy decision issued by the European Commission, in compliance with article 45 GDPR, for the country of destination.

In application of article 12(1) GDPR, **Enilive S.p.A.** has provided an adequate privacy information notice.

The following clause applies when the Buyer is located in a Country outside the European Economic Area which has not been addressed by an adequacy decision issued by the EU Commission

The Parties (the Party established in the European Economic Area ("EEA"), meaning, for the purposes of this clause, also the "EEA Party", and the Party established outside the EEA, meaning also the "Non-EEA Party")

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recognize that each of them is acting as an independent data controller and undertake to operate in full compliance with the data protection legislation applicable to them (such as, for the EEA Party, Regulation (EU) 2016/679 ("GDPR")) in relation to the processing of personal data connected with the execution and performance of this Contract.

The transfer of personal data from the EEA Party to the Non-EEA Party will be carried out in accordance with the provisions of Chapter V of the GDPR.

In application of article 12(1) GDPR, **Enilive S.p.A.** has provided an adequate privacy information notice.

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

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:

- 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, officials and other staff;
- 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 any time, could request the delivery of a hard copy of the above documents.

29. OTHER TERMS AND CONDITIONS

29.1 Should assumptions occur which are not regulated by the present Contract, the Incoterms version in force at the time of the Bunker Confirmation shall be applied.

In case of conflict between what expected by the provisions of the contract and the Incoterms, the former will prevail.

29.2 Should there be any conflict between the contents of the Bunker Confirmation and these General Conditions, the Bunker Confirmation will prevail. The same occurs in case of conflict between the Bunker Confirmation and the Term.

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30. ANNEXES

1. HSE Information (<https://portalemsds.eni.com/>)
2. Principles of Model 231 (<https://www.eni.com/it-IT/governance/regole/modello-231.html>)
3. Privacy

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. 20 Force majeure
- Art. 21 Cancellation of the bunker confirmation
- Art. 22 Excessive Charges occurred
- Art. 24: Termination of the contract
- Art. 27: Applicable laws and place of jurisdiction

Buyer's subscription

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ANNEXE 3

PRIVACY INFORMATION NOTICE FOR CUSTOMERS

As required by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), **Enilive S.p.A.** ("Company" or "Data Controller") sets out below the privacy notice relating to the processing of your (as the Data Controller's customer - the "Customer") personal data ("Personal Data") in relation to the performance of your contractual relationship with the Data Controller.

This privacy notice is for the Customer (if a natural person) and for the individuals that the Customer deploys (e.g. directors, trainees, employees, collaborators, partners and, more generally, those involved in various ways in the performance of the contract - "Data Subjects"). The Customer undertakes to give this privacy notice to those individuals whose Personal Data will be processed.

With regard to the processing of Personal Data in connection with ethical and reputational checks (e.g. anti-corruption due diligence), please see the privacy information notice available at eni.com. With regard to the processing of Personal Data that takes place in the event that the Customer is involved as a reported person or as a third party in the context of a reporting illegal conduct (so-called 'Whistleblowing Report'), please refer to the privacy policy available at this address, which you should read.

1. Data Controller

The Data Controller is **Enilive S.p.A.**, VAT no. 11403240960, with registered office at Viale Giorgio Ribotta 51, 00144, Rome, Italy.

2. Data protection officer

For any information about the processing of Personal Data, you can reach out to the Data Protection Officer ("DPO") appointed by the Company at the following email address: dpo@eni.com.

3. Personal data processed

The Personal Data processed are those provided by the Customer during the negotiation, execution and performance of the contract with the Company. Examples of such Personal Data are an individual's personal details and contact details; information produced during the negotiation, performance and/or management of the contractual relationship and, in any event, any Personal Data that might be provided to the Data Controller in this context; information of an accounting nature, about payments, debts, including residual

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ones, and possible debt recovery processes. Such information is to be considered as Personal Data insofar as it pertains directly or indirectly to identified or identifiable natural persons.

4. Purposes of the processing

Personal Data are processed:

- a. to comply with legal obligations and public authorities requests;
- b. to measure the creditworthiness of Customers and assess their reliability and punctuality of payments¹;
- c. to organise, manage and perform the contractual relationship. Personal Data will also be processed in the context of administration, bookkeeping and contract management, invoicing/payment processes, obligatory/voluntary auditing and certification of the financial statements, the assignment or advance of receivables, and provision of assistance. They will also be processed in order to fulfil obligations deriving from contracts and/or other specific contractual conditions and to comply with specific requests made by the Customer and/or individuals that work under the Customer's authority;
- d. to analyse, on an aggregate basis, use of the services/products that are the subject of the contractual relationship, in order to improve them and satisfy specific customer requirements, and also to enable the Company to carry out, on an aggregate basis, market research and economic and statistical analyses;
- e. in the context of exceptional transactions involving a merger, sale or business unit transfer, to enable due diligence processes;
- f. to ascertain, exercise or defend a right of the Data Controller or of a third party before the courts.

5. Legal basis

Processing of the Personal Data for the purposes indicated in paragraph 4, let. a) is, in accordance with article 6, para. 1), let. c) GDPR, required by the provisions of the law governing the contractual relationship or may be required by public authorities. Processing of the Personal Data for the purposes indicated in section 4, let. b) is, in accordance with article 6, para. 1), let. f) GDPR, based on a legitimate interest of the Company in the correct measurement of creditworthiness and credit risk as well as the correct assessment of the reliability and punctuality of Customer payments, the prevention of the risk of fraud, including the prevention of the risk of identity theft. Processing of Personal Data for the purposes indicated in paragraph 4, let. c) above is, in accordance with article 6, para. 1), let. b) GDPR, necessary for the performance of the contract with the Customer or in order to implement measures prior to entering into the contract.

Processing of Personal Data for the purposes indicated in paragraph 4, let. d) above is, in accordance with article 6, para. 1), let. f) GDPR, based on a legitimate interest of the Company in continually improving the efficiency and safety of its products and services. Processing of Personal Data for the purposes indicated in paragraph 4, lett. e) and f) above is, in accordance with article 6, para. 1), let. f) GDPR, based on a legitimate interest of the Company in pursuing its commercial activities and safeguarding its rights.

Any refusal to provide Personal Data for the purposes listed in paragraph 4, lett. a), b), c) e) and f) will make it impossible for the Company to consider the submitted bid and to establish a contractual relationship.

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6. Means of the processing

Personal Data may be processed with the aid of electronic or automated systems, managed through tools that ensure security and confidentiality, and will include every operation or set of operations necessary for the processing.

7. Persons authorised to process and recipients of Personal Data

Personal Data are processed by personnel appointed by the Data Controller to pursue the purposes described in paragraph 4, as persons authorised to process. The Personal Data may be disclosed by the Data Controller not only to public authorities, where requested by them or where required by law, but also to the following categories of recipients, solely for the purposes indicated in paragraph 4 above:

- **Eni S.p.A.** and other companies controlled by **Eni S.p.A.**;
- insurance companies in charge of settling claims;
- companies specialising in debt recovery;
- credit information companies;
- advertising companies;
- professional and advisory firms engaged in connection with ordinary business and litigation;
- oversight/supervisory bodies;
- IT service providers;
- audit firms.

Personal Data will not be disseminated, unless required by law. With respect to the Personal Data disclosed to them, recipients in the above categories may operate, as the case may be, as data processors (in which case they will receive appropriate instructions from the Data Controller) or as independent data controllers. The Company guarantees that it will take the utmost care to ensure that the disclosure of Personal Data to the above recipients will be restricted to the information necessary to achieve the specific purposes for which the Personal Data are required.

8. Transfer of Personal Data outside the European Economic Area

Where this serves the purposes described in paragraph 4, Personal Data might also be transferred abroad to companies based outside the European Economic Area ("EEA"). Some of the jurisdictions outside the EEA might not guarantee the same level of Personal Data protection guaranteed within the EEA. In this case, the Data Controller undertakes to regulate the transfer and subsequent processing of the Personal Data through the Standard Contractual Clauses provided by the European Commission and to adopt every other safeguard required by article 46 GDPR if it is not possible to use one of the derogations listed in article 49 GDPR.

9. Storage of Personal Data

The Personal Data will be stored in the Data Controller's filing systems, including automated ones, and protected by appropriate security measures, until the purposes described in paragraph 4 above have been

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achieved, after which they will be erased. In all cases, the Personal Data will be retained for 10 years after the end of the contractual relationship, to enable the Company to defend itself from any claims brought in relation to the contract. The Personal Data might be retained for longer in the event of litigation or requests from competent authorities, or where required by applicable law.

10. Rights of data subjects

Where applicable, and within the limits set by the GDPR, Data Subjects are entitled to:

- obtain confirmation from the Data Controller as to whether or not their Personal Data are being processed, and, where that is the case, access to the information listed in article 15 GDPR;
- obtain from the Data Controller the rectification of inaccurate Personal Data, or, taking into account the purposes of the processing, have incomplete Personal Data completed in accordance with article 16 GDPR;
- obtain from the Data Controller the erasure of Personal Data, where one of the grounds listed in article 17 GDPR applies;
- obtain from the Data Controller the restriction of processing of Personal Data in the cases listed in article 18 GDPR;
- receive - in a structured, commonly used and machine-readable format - the Personal Data provided to the Data Controller, so that the Data Subject may transmit those data to another data controller without hindrance, in accordance with article 20 GDPR;
- object to the processing of their Personal Data on the basis of their particular situation, unless there are compelling legitimate grounds for the processing that override their interests, rights and freedoms or compelling legitimate grounds for the establishment, exercise or defence of legal claims, in accordance with article 21 GDPR;
- revoke their consent.

These rights may be exercised by emailing the DPO at dpo@eni.com. Without prejudice to their right to initiate other administrative or judicial proceedings, Data Subjects also have the right to lodge a complaint with the competent supervisory authority (for Italy: Garante per la Protezione dei Dati Personali) if they believe that there has been a breach of their rights with regard to the protection of their Personal Data. Further information on the credit information systems that the Company uses The Personal Data of Customer (if a natural person) and individuals that the Customer deploys (hereinafter jointly referred to as "Data Subjects") will be processed in the precontractual phase in order to carry out appropriate solvency checks through credit information systems. These customer's data consist of information that Data Subjects provide to us or that the Company obtains by consulting certain databases, also known as credit information systems ("CIS/s"). These databases containing information on Data Subjects are consulted in order to assess, assume or manage a credit risk, and to evaluate the reliability and punctuality of a data subject's payments. Privately managed, they are used by private parties belonging to the categories that you will find in the

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information provided by CIS operators. This credit information will be stored by the Company. Some of the information that Data Subjects provide, together with information generated by their payment history with us, may be periodically transmitted to CISs. These data, within the limits imposed by the Italian Supervisory Authority for Data Protection (the Garante Per la Protezione dei Dati Personali), fall into the following categories:

- a) personal details and biographical and socio-demographic information: tax code, VAT number, contact details, identity documents, national health card, IBAN, occupation/profession, income, sex, age, residence/domicile, marital status, household;
- b) information about your request/customer account and, in particular, the type of contract, consideration, refund/payment methods, and status of the request or performance of the contract;
- c) accounting information on payments, the payment pattern, debt exposure, including residual debt, and, in summarised form, the accounting status of your customer account;
- d) information on debt recovery or litigation, the assignment of receivables, or exceptional events that affect the status or financial standing of businesses, legal persons or other entities. Therefore, parties falling into the aforementioned categories (and indicated in the information issued by CISs), if/when approached by Data Subjects in order to establish a customer account, may be able to find out whether Data Subjects have submitted a request to the Company and whether you meet your payments regularly. The processing and disclosure of Data Subjects' data is a precondition for the conclusion of the contract. Without these data, the Company might be unable to respond to Data Subjects' request.

This information is stored on the databases because the Controller has a legitimate interest in consulting CISs. In relation to pre-contractual solvency checks, we inform the data Subjects that this is a decision-making process that is not automated and based on the searching of databases held by third-party providers of credit information and/or on any further information retrieved from the Company's filing systems in order to determine a customer's credit score and punctuality in settling payments. Should the outcome of these checks be unsatisfactory, the Company reserves the right to decide whether or not to proceed beyond the pre-contractual phase for the requested services. The credit information system that the Company uses is operated by Cribis D&B S.r.l., with registered office at Via dei Valtorta 48, 20127, VAT no. 01691720468 e-mail: direzionegenerale@cribis.com, postal address: Via dei Valtorta 48, 20127. Type of system: positive and negative. Use of automated credit scoring systems: YES. Existence of an automated decision-making process: NO. More details on the processing carried out by Cribis D&B S.r.l. as an autonomous data controller can be obtained by clicking on <https://www.cribis.com/it/informativa-privacy/>.

Data Subjects' Personal Data might be transferred abroad to companies based outside the EEA or to an international organisation. Some of the jurisdictions outside the EEA might not guarantee the same level of Personal Data protection guaranteed within the EEA. In this case, the Data Controller undertakes to regulate the transfer and subsequent processing of the Personal Data through the Standard Contractual Clauses

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provided by the European Commission and to adopt every other safeguard required by article 46 GDPR if it is not possible to use one of the derogations listed in article 49 GDPR.

Data extracted from and communicated to CISs will be held by the Company for the length of time necessary to manage the contractual relationship with you and to fulfil legal requirements (e.g. 10-year storage of accounting records). Data Subjects may exercise, towards the Company, the rights described in paragraph 10 of this present Privacy Policy, in the ways indicated in the same paragraph. Moreover, the Data Subject may also exercise the aforementioned rights (with the exception of the right to data portability pursuant to Article 20 GDPR) towards the operators of the credit information systems at the addresses given in this paragraph. Processing by CIS operators Information communicated to CISs will be processed by them as autonomous Data Controllers. Your data will be updated periodically using information acquired during your contractual relationship with the Company (payment pattern, residual debt, status of your customer account). Within the CISs, your data will be handled using the data organisation, comparison and processing methods strictly indispensable to the purposes indicated above. Those methods are described in more detail in the privacy information notice available at the above links.

Data Subjects' Personal Data will undergo particular statistical processing in order to give the Data Subjects an overall rating or credit score, based on the following main types of factors: latest published financial statements; any official quarterly/semi-annual updates; stock market dynamics (if the Counterparty is listed on a stock exchange); relative positioning of the Counterparty in its reference sector; development prospects of the Counterparty's reference sector; any specific counterparty news; average payment delay index of the counterparty; any other significant elements for assessing the Counterparty's credit standing; country risk; any assessments relating to extraordinary transactions involving the Counterparty

The CISs' data retention period is established in Appendix 2 of the code of conduct for privately operated credit information systems, issued as Regulation no. 163 on 12 September 2019 by the Italian Supervisory Authority for Data Protection (in Italian, the Codice di Deontologia e Buona Condotta per Sistemi Informativi gestiti da soggetti privati in tema di credito al consumo, affidabilità e puntualità nei pagamenti). In particular:

- Personal data pertaining to requests and communicated by users of the system may be stored in a CIS for as long as necessary to make the related enquiries and, in any event, for no more than 180 days after the date of submission of the request, or 90 days if the request is turned down or withdrawn.

- A poor credit record attributable to subsequently resolved delays in payments may be stored in a CIS for up to:

- 12 months from the date of registration of information about resolved delays of no more than two instalments or two months;
- 24 months from the date of registration of information about resolved delays of more than two instalments or two months. Subsequently, the data will be erased by the CIS if, over the same time frames, no information about further delays or instances of default is registered.

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- A poor credit record attributable to instances of default not subsequently resolved may be stored in the CIS for no more than 36 months after the contractually agreed expiry date of the customer account or, in the event of other significant payment matters, 36 months after the date on which the last update is necessary, and in any event, in this last case too, for a maximum of 60 months after the expiry date of the account, as evidenced by the contract.
- A good credit record, attributable to a customer account that has expired with all payment obligations discharged, may be stored in the system for no more than 60 months after the date of termination of the account or the expiry date of the relevant contract, or after the first update made in the month subsequent to those dates. This good credit record can be stored in the system for longer if the system shows, in relation to other credit situations involving the same party, a poor credit record attributable to unresolved delays or instances of default.
- Information about a first delay in payment is used and made accessible to other users of the system 60 days after the monthly update. This time frame also applies in the event of failure to pay at least two consecutive monthly instalments, or when the delay involves one of the last two due dates. In the second case, the information is made accessible after the monthly update for the second consecutive instalment that has not been paid. This regards CISs such as Cribis D&B S.r.l. and therefore so-called 'positive' and 'negative' CISs. In so-called 'negative' CISs (not currently used by the Company), the information is used and made available to other users of the system no earlier than 120 days after the due date of the payment or when at least four monthly instalments are outstanding. Before erasing the information from the CIS in accordance with the time frames indicated above, the operator may transfer it to another support, purely in order to store it for the time necessary to comply with a legal requirement or to defend a right before the ordinary and administrative courts or in arbitration and conciliation processes (including the preparatory phase). The operator, before erasing the information, may also transfer the data to another support, not directly accessible by users of the system. In any event, such data may not be stored for more than 10 years after the periods of storage in the CIS have ended. The database may also be used to provide data and information to supervisory authorities, for their institutional purposes.

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