

**CUSTOMER CONTRACT REQUIREMENTS**  
**Italy Tanker PBL**  
**CUSTOMER CONTRACT 2640USA**

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The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**2640USA Italy Tanker PBL Special Provisions .**  
**HEALTH, SAFETY AND ENVIRONMENT PROTECTION**

The Seller shall ensure that all materials used for contract execution can be safely used and that they comply with the national (Legislative decree 81/2008) and European requirements regarding health, safety, and environment protection, including the obligations resulting from the application of the CEE regulation 1907/2006 (REACH).

The Seller shall carry out all the steps in order to ensure compliance with the provisions under the regulations referred to in this article, applicable at the time of the execution of the services. For the above, considering that the Italian MoD, in accordance with REACH Regulation, is the Downstream User (Buyer's Customer), materials for services utilized for contractual activities shall be presented with the following documents:

- a. "Declaration of Conformity of the supplies with REACH Regulation", stating that:
  - The Seller is aware of the REACH Regulation provisions that shall apply to the Manufacturer, Importer, and Downstream Users of chemicals on their own, in mixtures or single articles.
  - The Seller complied with its obligations under the REACH and verified its subcontractors/sub-suppliers fulfilled the obligations under the REACH, as well.
- b. "Certificate of Compliance" when the volume of those substances exceeds 1/t/y, reporting the Legal Representative appointed for the Seller REACH program and providing the following information:
  - EINECS code /EC number and CAS of all the substances on their own or in mixtures;
  - Total weight of the substances
- c. The list of the identification code of the products/materials containing dangerous substances and the "Safety Data Sheet".

**INTEGRITY PACT**

**Acknowledging**

- Law n. 190, dated 06 November 2012, covering the "Provisions for the prevention and repression of corruption and illegality in the Public Administration";
- Legislative Decree n. 50 dated 18 April 2016, covering the "Public Procurement Code".

**The following is agreed upon::**

This Integrity Pact defines the formal obligations of the Seller, with respect to the awarding of subject Contract, to commit itself:

- to conform its behavior to loyalty, transparency and fairness principles, not to offer, accept or ask for money nor for any other whatsoever reward, advantage or benefit, neither directly nor indirectly by means of intermediaries, aiming to being awarded the Contract and/or distort its proper execution;
- to timely inform the Buyer and Italian Defence Administration about any attempt aimed at disturb, make irregular or distort the awarding process as well as the Contract execution by whoever interested in influencing Contract related decisions;
- to timely inform all personnel engaged with the Contract activities about the present Integrity Pact and

any obligations contained therein;

- to oversee that all obligations coming from the present Integrity Pact are met by all employers/ collaborators in the execution of tasks assigned to them;
- not to employ, during three years from retirement, Italian Defense Administration ex-employee that was involved in a leadership and functional position with respect to the subject Contract;
- to report to the competent Buyer and Public Authority about any known irregularity or distortion with respect to the Contract execution.