

## COOKIES POLICY [www.rossmare.com](http://www.rossmare.com)

1. Cookie – Informazioni generali
2. Tipologie generali di cookie utilizzati nel sito
3. Cookie utilizzati nel sito
4. Come disabilitare i cookie? Informazioni generali

### 1. Cookies – Informazioni generali

Cosa sono? I cookie sono informazioni memorizzate mediante il browser quando viene visitato un sito web con un qualsiasi idoneo dispositivo (come un pc, un tablet o uno smartphone). Ogni cookie contiene diversi dati (ad es., il nome del server da cui proviene, un identificatore numerico, ecc.), può rimanere nel sistema per la durata di una sessione (o sino alla chiusura del browser) o per lunghi periodi e può contenere un codice identificativo unico.

A cosa servono? I cookie sono utilizzati per diverse finalità a seconda della loro tipologia: alcuni sono strettamente necessari per la corretta funzionalità di un sito web (cookie tecnici), mentre altri ne ottimizzano le prestazioni per offrire una migliore esperienza all'utente o consentono di acquisire statistiche sull'utilizzo del sito, come i cookie analytics o consentono di visualizzare pubblicità personalizzata, come i cookie di profilazione.

Consenso: l'eventuale prestazione del consenso dell'utente può essere memorizzato dai titolari, per quanto di loro competenza, mediante un cookie tecnico.

Come disabilitarli? È possibile disabilitare i cookie sia mediante le impostazioni del browser (par. 4.3.4. "Come disabilitare i cookie? Informazioni generali") sia mediante i meccanismi resi disponibili da alcune terze parti.

### 2. Tipologie generali di cookie utilizzati nel sito

**Cookie tecnici (prima parte):** sono essenziali per corretto funzionamento, la navigazione e la visualizzazione del Sito;

**Cookie analitici (terza parte):** sono utilizzati a fini di analisi aggregata delle visite al sito, mediante ricorso a un servizio di terza parte;

**Cookie di profilazione (terza parte):** sono utilizzati per creare profili relativi all'utente e vengono utilizzati al fine di inviare messaggi pubblicitari in linea con le preferenze manifestate dallo stesso nell'ambito della navigazione in rete, mediante ricorso a un servizio di terza parte.

### 3. Cookie utilizzati nel sito

**Cookie di prima parte:** Sono utilizzati esclusivamente cookie tecnici con le finalità di memorizzare il consenso dell'utente all'utilizzo dei cookie (durata: 12 mesi) e i dati di sessione dell'utente (durata: 12 mesi);

**Cookie di terze parti:** In questo sito sono utilizzati cookie forniti da terze parti di seguito elencate unitamente ai link alle rispettive privacy policy (utili per la loro eventuale disabilitazione):

**Cookie analitici:**

Google Inc.: tab-googlemapswidget-\*: sono cookies utilizzati da Google Maps API per leggere l'indirizzo IP dell'utente e poter fornire i servizi di mappe. I risultati di queste analisi sono trattati in maniera anonima ed esclusivamente per finalità le descritte qui descritte <https://policies.google.com/privacy>;

### ***Cookie di profilazione***

Google Inc.: tab-googlemapswidget-\*: sono cookies utilizzati da Google Maps API per leggere l'indirizzo IP dell'utente e poter fornire i servizi di mappe. I risultati di queste analisi sono trattati in maniera anonima ed esclusivamente per finalità le descritte qui descritte <https://policies.google.com/privacy>.

Per i cookie conseguenti alla condivisione mediante social network si rinvia a ciascuno di esso (poiché i cookie sono relativi al medesimo):

- Facebook: <https://www.facebook.com/about/privacy/cookies>;
- Google+: <https://www.google.com/policies/technologies/cookies/>;
- Instagram: [https://help.instagram.com/519522125107875?helpref=page\\_content](https://help.instagram.com/519522125107875?helpref=page_content);
- LinkedIn: <https://www.linkedin.com/legal/cookie-policy>;

## **4. Come disabilitare i cookie? Informazioni generali**

**Controllo tramite browser:** I browser comunemente utilizzati (ad es., Internet Explorer, Firefox, Chrome, Safari) accettano i cookie per impostazione predefinita, ma tale impostazione può essere modificata dall'utente in ogni momento. Ciò vale sia per i pc sia per i dispositivi mobile come tablet e smartphone: è una funzione generalmente e diffusamente supportata.

Pertanto, i cookie possono facilmente essere disattivati o disabilitati accedendo alle opzioni o alle preferenze del browser adoperato e generalmente possono essere bloccati anche i soli cookie di terze parti; in linea generale, tali opzioni avranno effetto solo per quel browser e sul quel dispositivo, salvo che non siano attive opzioni per unificare le preferenze su dispositivi diversi. Le istruzioni specifiche possono essere reperite nella pagina delle opzioni o di aiuto (help) del browser stesso. La disabilitazione dei cookie tecnici, tuttavia, può influire sul pieno e/o corretto funzionamento di diversi siti, incluso questo sito.

Di norma, i browser oggi adoperati:

- offrono l'opzione "Do not track", che è supportata da alcuni siti web (ma non da tutti). In tal modo, alcuni siti web potrebbero non raccogliere più taluni dati di navigazione;
- offrono l'opzione di navigazione anonima o in incognito: in tal modo non saranno raccolti dati nel browser e non sarà salvata la cronologia di navigazione, ma i dati di navigazione saranno comunque acquisibili dal gestore del sito web visitato;
- consentono di eliminare i cookie memorizzati in tutto o in parte, ma alla nuova visita ad un sito web vengono di norma installati ove tale possibilità non venga bloccata.

Si indicano i link alle pagine di supporto dei browser maggiormente diffusi (con istruzioni sulla disabilitazione dei cookie su tali browser):

- Firefox (<https://support.mozilla.org/it/kb/Attivare%20e%20disattivare%20i%20cookie>);
- Internet Explorer (<https://support.microsoft.com/it-it/help/17442/windows-internet-explorer-delete-manage-cookies>);
- Safari (iOS) ([https://support.apple.com/kb/ph21411?locale=it\\_IT](https://support.apple.com/kb/ph21411?locale=it_IT));
- Chrome (<https://support.google.com/chrome/answer/95647?hl=it>).

Strumenti on line: si segnala che dal sito <http://www.youronlinechoices.com/it/> è possibile non solo acquisire ulteriori informazioni sui cookie, ma anche verificare l'installazione di numerosi cookie sul proprio browser/dispositivo e, ove supportato, anche di disabilitarli.

# Rossmare International S.r.l.

Via Paleocapa, 6/4  
17100 Savona (SV)  
C.F. e P.IVA 00947820098

**Language: English (par. 1) and Italian (par. 2)**

\*\*\*\*\*

## **Par. 1: Information Notice on Personal Data Processing pursuant to former Articles 13-14 under General Data Protection Regulation.**

Interested Parties: Clients.

Rossmare International S.r.l. as Data Controller for the processing of your personal data, pursuant to and by effect of the Regulation (EU) 2016/679 (hereinafter referred to as the "GDPR"), hereby informs you that the aforementioned legislation provides for the protection of entities involved with regard to the processing of personal data and that this processing shall be based on principles of correctness, lawfulness, transparency and of protection of your privacy and your rights.

Your personal data shall be processed in accordance with the legislative provisions of the aforementioned law and in line with the confidentiality obligations laid down therein.

Processing purposes: in particular, your data shall be processed for the following purposes connected to the implementation of fulfilments related to legislative obligations:

- fulfilments required by laws in force within the tax and accounting fields;

Your data will also be used for the following purposes related to the execution of measures related to contractual and pre-contractual obligation:

- Management of contentious;
- client management;
- carrying out all the practices related to the marine agency;
- provides fueling and lubricant service to yachts;
- Activity planning.

Your data will also be used for the following purposes necessary for the pursuit of the legitimate interest of the holder:

- Management of contentious;

The processing of functional data for the fulfilment of these obligations is necessary for a proper management of the relationship and their conferment is mandatory in order to implement the aforementioned purposes. The Data Controller also states that any non-communication, or any incorrect communication, of one of the mandatory information, may entail the Data Controller's inability to guarantee the accuracy of the processing itself.

Processing data methods. Your personal data may be processed in the following ways:

- Handling by electronic calculators;
- Manual handling by means of paper filing.
- Outsourcing of processing operations

Each processing is performed in compliance with the methodologies set out in Articles 6, 32 of the GDPR and through the adoption of the appropriate security measures.

Communication: your data shall be communicated exclusively to competent and duly appointed persons upon the completion/fulfilment of the services necessary for a correct relationship management, in order to guarantee confidentiality and protect the rights of the interested party.

Your personal data shall be processed only by personnel expressly authorised by the Data Controller and, in particular, by the following categories of employees / people in charge:

- administration office;
- our local offices;



Your personal data may be communicated to third parties duly appointed as Data Processors, in particular:

- public authorities;
- Forwarding Agents/Freight Forwarders/Shipping Companies, Carriers, Owner-operators, Post Offices, Logistics Companies;
- consultants and freelancers, also in an associated form;
- Banks and credit institutions.
- public and/or private bodies for which data communication is mandatory or necessary in compliance with legal obligations or is in any case functional to the administration of the relationship

Dissemination: Your personal data shall not be disclosed in any way.

Data Retention Period. Please note that, in compliance with the principles of lawfulness, purpose limitation and data minimisation, pursuant to Art. 5 of the GDPR, the retention period of your personal data is:

- Contract duration and, after termination 10 years. In the case of judicial litigation, for the entire duration of the same, until the exhaustion of the terms of practicability of the appeals.

Data Controller: the Data Controller, in accordance with applicable Law, is **Rossmare International S.r.l.**, Via Paleocapa, 6/4 ,17100 Savona (SV), [info@rossmare.com](mailto:info@rossmare.com), C.f. e P.IVA 00947820098, in the person of its pro-tempore legal representative.

You shall have the right to obtain from the controller the erasure ("right to be forgotten"), limitation, updating, rectification, portability, opposition to the processing of personal data concerning you, as well as, in general, can exercise all the rights provided in Articles 15, 16, 17, 18, 19, 20, 21, 22 of the GDPR.

How to exercise your rights: You can exercise your rights at any time by sending a written notice to the owner's address or an email to the address [info@rossmare.com](mailto:info@rossmare.com)

#### Regulation (EU) 2016/679: Articles 15, 16, 17, 18, 19, 20, 21, 22 - Rights of the Interested Party

1. The interested party shall have the right to obtain confirmation of the existence or not of personal data concerning him / related to him, even if not yet recorded, and their communication in an intelligible form.
2. The interested party shall have the right to obtain the indication about:
  - a) the origin of personal data;
  - b) the purposes and methods of the data processing;
  - c) the logic applied in case of processing carried out with the aid of electronic tools;
  - d) the identity of data controller , people in charge, and appointed representative for processing personal data pursuant to Article 5, clause 2;
  - e) the parties/entities or categories of persons to whom the personal data may be communicated or who may become aware of as designated representatives within the State's territory, as people in charge/managers or appointed people.
3. The interested party shall have the right to obtain:
  - a) updating, rectification or, where interested therein, integration of the data;
  - b) cancellation, transformation into anonymous form or blocking of any data processed in breach of the law, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
  - c) attestation/certification that the operations referred to in the aforementioned points a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except where such fulfilment is found to be impossible or involves a use of means manifestly disproportionate compared to the protected right;
  - d) Data portability.
4. The interested party/entity shall be entitled to object, in whole or in part:
  - a) on legitimate grounds, to the processing of personal data relating to him/her, even though they are relevant to the purpose of their collection;
  - b) to the processing of personal data concerning him/her for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.

\*\*\*\*\*

## **Par. 2: Informativa sul trattamento dei dati personali ex art. 13-14 Reg.to UE 2016/679**

**Soggetti Interessati: Clienti**

Rossmare International S.r.l., nella qualità di Titolare del trattamento dei Suoi dati personali, ai sensi e per gli effetti del Reg.to UE 2016/679 di seguito 'GDPR', con la presente La informa che la citata normativa prevede la tutela degli interessati rispetto al trattamento dei dati personali e che tale trattamento sarà improntato ai principi di correttezza, liceità, trasparenza e di tutela della Sua riservatezza e dei Suoi diritti.

I Suoi dati personali verranno trattati in accordo alle disposizioni legislative della normativa sopra richiamata e degli obblighi di riservatezza ivi previsti.

Finalità di trattamento: in particolare i Suoi dati verranno trattati per le seguenti finalità connesse all'attuazione di adempimenti relativi ad obblighi legislativi:

- adempimenti richiesti dalle leggi vigenti in materia fiscale e contabile;

I suoi dati saranno inoltre utilizzati per le seguenti finalità relative all'esecuzione di misure connesse ad obblighi contrattuali o pre-contrattuali:

- gestione clienti;
- svolgere tutte le pratiche relative all'agenzia marittima;
- fornisce il servizio di rifornimento e lubrificazione agli yacht;
- pianificazione delle attività.

I suoi dati saranno inoltre utilizzati per le seguenti finalità necessarie per il perseguimento del legittimo interesse del titolare:

- gestione del contenzioso;

Il trattamento dei dati funzionali per l'espletamento di tali obblighi è necessario per una corretta gestione del rapporto e il loro conferimento è obbligatorio per attuare le finalità sopra indicate. Il Titolare rende noto, inoltre, che l'eventuale non comunicazione, o comunicazione errata, di una delle informazioni obbligatorie, può causare l'impossibilità del Titolare di garantire la congruità del trattamento stesso.

Modalità del trattamento. I suoi dati personali potranno essere trattati nei seguenti modi:

- Trattamento a mezzo di calcolatori elettronici;
- Trattamento manuale a mezzo di archivi cartacei.
- Affidamento a terzi di operazione di elaborazione.

Ogni trattamento avviene nel rispetto delle modalità di cui agli artt. 6, 32 del GDPR e mediante l'adozione delle adeguate misure di sicurezza previste.

Comunicazione: i suoi dati saranno comunicati esclusivamente a soggetti competenti e debitamente nominati per l'espletamento dei servizi necessari ad una corretta gestione del rapporto, con garanzia di tutela dei diritti dell'interessato.

I suoi dati saranno trattati unicamente da personale espressamente autorizzato dal Titolare ed, in particolare, dalle seguenti categorie di addetti:

- Ufficio Amministrazione.
- Unità locali.

I suoi dati potranno essere comunicati a terzi debitamente nominati Responsabili al trattamento, in particolare a:

- autorità pubbliche;
- spedizionieri / Spedizionieri / Compagnie di navigazione, vettori, armatori, uffici postali, società di logistica;
- consulenti e liberi professionisti, anche in forma associata;
- banche e istituti di credito.
- Nell'ambito di soggetti pubblici e/o privati per i quali la comunicazione dei dati è obbligatoria o necessaria in adempimento ad obblighi di legge o sia comunque funzionale all'amministrazione del rapporto.

Diffusione: I suoi dati personali non verranno diffusi in alcun modo.

Periodo di Conservazione. Le segnaliamo che, nel rispetto dei principi di liceità, limitazione delle finalità e minimizzazione dei dati, ai sensi dell'art. 5 del GDPR, il periodo di conservazione dei Suoi dati personali è:



- Durata contrattuale e, dopo la cessazione 10 anni. Nel caso di contenzioso giudiziale, per tutta la durata dello stesso, fino all'esaurimento dei termini di esperibilità delle azioni di impugnazione;

Titolare: il Titolare del trattamento dei dati, ai sensi della Legge, è Rossmare International S.r.l., Via Paleocapa, 6/4 ,17100 Savona (SV), info@rossmare.com, C.f. e P.IVA 00947820098.

Lei ha diritto di ottenere dal responsabile la cancellazione (diritto all'oblio), la limitazione, l'aggiornamento, la rettificazione, la portabilità, l'opposizione al trattamento dei dati personali che La riguardano, nonché in generale può esercitare tutti i diritti previsti dagli art. 15, 16, 17, 18, 19, 20, 21, 22 del GDPR.

**Modalità di esercizio dei diritti:** Potrà in qualsiasi momento esercitare i suoi diritti inviando una comunicazione scritta all'indirizzo del titolare o una mail all'indirizzo info@rossmare.com

#### Reg.to UE 2016/679: Art. 15, 16, 17, 18, 19, 20, 21, 22 - Diritti dell'Interessato

1. L'interessato ha diritto di ottenere la conferma dell'esistenza o meno di dati personali che lo riguardano, anche se non ancora registrati, e la loro comunicazione in forma intelligibile.
2. L'interessato ha diritto di ottenere l'indicazione:
  - a) Deil'origine dei dati personali;
  - b) Delle finalità e modalità del trattamento;
  - c) Della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici;
  - d) Degli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'articolo 5, comma 2;
  - e) Dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza in qualità di rappresentante designato nel territorio dello Stato, di responsabili o incaricati.
3. L'interessato ha diritto di ottenere:
  - a) L'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati;
  - b) La cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge, compresi quelli di cui non è necessaria la conservazione in relazione agli scopi per i quali i dati sono stati raccolti o successivamente trattati;
  - c) L'attestazione che le operazioni di cui alle lettere a) e b) sono state portate a conoscenza, anche per quanto riguarda il loro contenuto, di coloro ai quali i dati sono stati comunicati o diffusi, eccettuato il caso in cui tale adempimento si rivela impossibile o comporta un impiego di mezzi manifestamente sproporzionato rispetto al diritto tutelato;
  - d) La portabilità dei dati.
4. L'interessato ha diritto di opporsi, in tutto o in parte:
  - a) Per motivi legittimi al trattamento dei dati personali che lo riguardano, ancorché pertinenti allo scopo della raccolta;
  - b) Al trattamento di dati personali che lo riguardano a fini di invio di materiale pubblicitario o di vendita diretta o per il compimento di ricerche di mercato o di comunicazione commerciale.

\*\*\*\*\*

# Rossmare International S.r.l.

Via Paleocapa, 6/4  
17100 Savona (SV)  
C.F. e P.IVA 00947820098

**Language: English (par. 1) and Italian (par. 2)**

\*\*\*\*\*

## **Par. 1: Information Notice on Personal Data Processing pursuant to former Articles 13-14 under General Data Protection Regulation.**

### **Interested Parties: Suppliers.**

**Rossmare International Srl.** as Data Controller for the processing of your personal data, pursuant to and by effect of the Regulation (EU) 2016/679 (hereinafter referred to as the "GDPR"), hereby informs you that the aforementioned legislation provides for the protection of entities involved with regard to the processing of personal data and that this processing shall be based on principles of correctness, lawfulness, transparency and of protection of your privacy and your rights.

Your personal data shall be processed in accordance with the legislative provisions of the aforementioned law and in line with the confidentiality obligations laid down therein.

Processing purposes: in particular, your data shall be processed for the following purposes connected to the implementation of fulfilments related to legislative obligations:

- fulfilments required by laws in force within the tax and accounting fields;
- of obligations provided for by the laws in force;

Your data will also be used for the following purposes related to the execution of measures related to contractual and pre-contractual obligation:

- supplier management;
- activity planning.

Your data will also be used for the following purposes necessary for the pursuit of the legitimate interest of the holder:

- Management of contentious;

The processing of functional data for the fulfilment of these obligations is necessary for a proper management of the relationship and their conferment is mandatory in order to implement the aforementioned purposes. The Data Controller also states that any non-communication, or any incorrect communication, of one of the mandatory information, may entail the Data Controller's inability to guarantee the accuracy of the processing itself.

Processing data methods. Your personal data may be processed in the following ways:

- handling by electronic calculators;
- manual handling by means of paper filing.

Each processing is performed in compliance with the methodologies set out in Articles 6, 32 of the GDPR and through the adoption of the appropriate security measures.

Communication: your data shall be communicated exclusively to competent and duly appointed persons upon the completion/fulfilment of the services necessary for a correct relationship management, in order to guarantee confidentiality and protect the rights of the interested party.

Your personal data shall be processed only by personnel expressly authorised by the Data Controller and, in particular, by the following categories of employees / people in charge:

- Administration office.
- Office accounting



Your personal data may be communicated to third parties duly appointed as Data Processors, in particular:

- within the context of public and/or private entities for whom the data communication is mandatory or necessary in compliance with legal obligations or is, in any case, functional to the administration of the relationship;
- Forwarding Agents/Freight Forwarders/Shipping Companies, Carriers, Owner-operators, Post Offices, Logistics Companies;
- consultants and freelancers, also in an associated form;
- banks and credit institutions.

Dissemination: Your personal data shall not be disclosed in any way.

Data Retention Period. Please note that, in compliance with the principles of lawfulness, purpose limitation and data minimisation, pursuant to Art. 5 of the GDPR, the retention period of your personal data is:

- Contract duration and, after termination 10 years. In the case of judicial litigation, for the entire duration of the same, until the exhaustion of the terms of practicability of the appeals;

Data Controller: the Data Controller, in accordance with applicable Law, is **Rossmare International S.r.l.**, Via Paleocapa, 6/4 ,17100 Savona (SV), [info@rossmare.com](mailto:info@rossmare.com), C.f. e P.IVA 00947820098, in the person of its pro-tempore legal representative

You shall have the right to obtain from the controller the erasure (“right to be forgotten”), limitation, updating, rectification, portability, opposition to the processing of personal data concerning you, as well as, in general, can exercise all the rights provided in Articles 15, 16, 17, 18, 19, 20, 21, 22 of the GDPR.

How to exercise your rights: You can exercise your rights at any time by sending a written notice to the owner’s address or an email to the address [info@rossmare.com](mailto:info@rossmare.com)

### **Regulation (EU) 2016/679: Articles 15, 16, 17, 18, 19, 20, 21, 22 - Rights of the Interested Party**

1. The interested party shall have the right to obtain confirmation of the existence or not of personal data concerning him / related to him, even if not yet recorded, and their communication in an intelligible form.
2. The interested party shall have the right to obtain the indication about:
  - a) the origin of personal data;
  - b) the purposes and methods of the data processing;
  - c) the logic applied in case of processing carried out with the aid of electronic tools;
  - d) the identity of data controller , people in charge, and appointed representative for processing personal data pursuant to Article 5, clause 2;
  - e) the parties/entities or categories of persons to whom the personal data may be communicated or who may become aware of as designated representatives within the State’s territory, as people in charge/managers or appointed people.
3. The interested party shall have the right to obtain:
  - a) updating, rectification or, where interested therein, integration of the data;
  - b) cancellation, transformation into anonymous form or blocking of any data processed in breach of the law, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
  - c) attestation/certification that the operations referred to in the aforementioned points a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except where such fulfilment is found to be impossible or involves a use of means manifestly disproportionate compared to the protected right;
  - d) data portability.
4. The interested party/entity shall be entitled to object, in whole or in part:
  - a) on legitimate grounds, to the processing of personal data relating to him/her, even though they are relevant to the purpose of their collection;
  - b) to the processing of personal data concerning him/her for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.

## **Par. 2: Informativa sul trattamento dei dati personali ex art. 13-14 Reg.to UE 2016/679**

### **Soggetti Interessati: fornitori.**

**Rossmare International S.r.l** nella qualità di Titolare del trattamento dei Suoi dati personali, ai sensi e per gli effetti del Reg.to UE 2016/679 di seguito 'GDPR', con la presente La informa che la citata normativa prevede la tutela degli interessati rispetto al trattamento dei dati personali e che tale trattamento sarà improntato ai principi di correttezza, liceità, trasparenza e di tutela della Sua riservatezza e dei Suoi diritti.

I Suoi dati personali verranno trattati in accordo alle disposizioni legislative della normativa sopra richiamata e degli obblighi di riservatezza ivi previsti.

Finalità di trattamento: in particolare i Suoi dati verranno trattati per le seguenti finalità connesse all'attuazione di adempimenti relativi ad obblighi legislativi

- Adempimenti obbligatori per legge in campo fiscale e contabile;
- Di obblighi previsti dalle leggi vigenti;

I suoi dati saranno inoltre utilizzati per le seguenti finalità relative all'esecuzione di misure connesse ad obblighi contrattuali o pre-contrattuali:

- Gestione dei fornitori;
- Programmazione delle attività.

I suoi dati saranno inoltre utilizzati per le seguenti finalità necessarie per il perseguimento del legittimo interesse del titolare:

- gestione del contenzioso;

Il trattamento dei dati funzionali per l'espletamento di tali obblighi è necessario per una corretta gestione del rapporto e il loro conferimento è obbligatorio per attuare le finalità sopra indicate. Il Titolare rende noto, inoltre, che l'eventuale non comunicazione, o comunicazione errata, di una delle informazioni obbligatorie, può causare l'impossibilità del Titolare di garantire la congruità del trattamento stesso.

Modalità del trattamento. I suoi dati personali potranno essere trattati nei seguenti modi:

- Trattamento a mezzo di calcolatori elettronici;
- Trattamento manuale a mezzo di archivi cartacei.

Ogni trattamento avviene nel rispetto delle modalità di cui agli artt. 6, 32 del GDPR e mediante l'adozione delle adeguate misure di sicurezza previste.

Comunicazione: i suoi dati saranno comunicati esclusivamente a soggetti competenti e debitamente nominati per l'espletamento dei servizi necessari ad una corretta gestione del rapporto, con garanzia di tutela dei diritti dell'interessato.

I suoi dati saranno trattati unicamente da personale espressamente autorizzato dal Titolare ed, in particolare, dalle seguenti categorie di addetti:

- Ufficio Amministrazione

I suoi dati potranno essere comunicati a terzi debitamente nominati Responsabili al trattamento, in particolare a:

- Nell'ambito di soggetti pubblici e/o privati per i quali la comunicazione dei dati è obbligatoria o necessaria in adempimento ad obblighi di legge o sia comunque funzionale all'amministrazione del rapporto;
- Spedizionieri, Trasportatori, Padroncini, Poste, Aziende per la Logistica;
- Consulenti e liberi professionisti, anche in forma associata;
- Banche e istituti di credito.

Diffusione: I suoi dati personali non verranno diffusi in alcun modo.



Periodo di Conservazione. Le segnaliamo che, nel rispetto dei principi di liceità, limitazione delle finalità e minimizzazione dei dati, ai sensi dell'art. 5 del GDPR, il periodo di conservazione dei Suoi dati personali è:

- Durata contrattuale e, dopo la cessazione 10 anni. Nel caso di contenzioso giudiziale, per tutta la durata dello stesso, fino all'esaurimento dei termini di esperibilità delle azioni di impugnazione;

Titolare: il Titolare del trattamento dei dati, ai sensi della Legge, è **Rossmare International S.r.l.**, Via Paleocapa, 6/4, 17100 Savona (SV), [info@rossmare.com](mailto:info@rossmare.com), C.f. e P.IVA 00947820098.

Lei ha diritto di ottenere dal responsabile la cancellazione (diritto all'oblio), la limitazione, l'aggiornamento, la rettificazione, la portabilità, l'opposizione al trattamento dei dati personali che La riguardano, nonché in generale può esercitare tutti i diritti previsti dagli artt. 15, 16, 17, 18, 19, 20, 21, 22 del GDPR.

**Modalità di esercizio dei diritti:** Potrà in qualsiasi momento esercitare i suoi diritti inviando una comunicazione scritta all'indirizzo del titolare o una mail all'indirizzo [info@rossmare.com](mailto:info@rossmare.com)

### **Reg.to UE 2016/679: Artt. 15, 16, 17, 18, 19, 20, 21, 22 - Diritti dell'Interessato**

1. L'interessato ha diritto di ottenere la conferma dell'esistenza o meno di dati personali che lo riguardano, anche se non ancora registrati, e la loro comunicazione in forma intelligibile.
2. L'interessato ha diritto di ottenere l'indicazione:
  - a) Dell'origine dei dati personali;
  - b) Delle finalità e modalità del trattamento;
  - c) Della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici;
  - d) Degli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'articolo 5, comma 2;
  - e) Dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza in qualità di rappresentante designato nel territorio dello Stato, di responsabili o incaricati
3. L'interessato ha diritto di ottenere:
  - a) L'aggiornamento, la rettificazione ovvero, quando vi ha interesse, l'integrazione dei dati;
  - b) La cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge, compresi quelli di cui non è necessaria la conservazione in relazione agli scopi per i quali i dati sono stati raccolti o successivamente trattati;
  - c) L'attestazione che le operazioni di cui alle lettere a) e b) sono state portate a conoscenza, anche per quanto riguarda il loro contenuto, di coloro ai quali i dati sono stati comunicati o diffusi, eccettuato il caso in cui tale adempimento si rivela impossibile o comporta un impiego di mezzi manifestamente sproporzionato rispetto al diritto tutelato;
  - d) La portabilità dei dati.
4. L'interessato ha diritto di opporsi, in tutto o in parte:
  - a) Per motivi legittimi al trattamento dei dati personali che lo riguardano, ancorché pertinenti allo scopo della raccolta;
  - b) Al trattamento di dati personali che lo riguardano a fini di invio di materiale pubblicitario o di vendita diretta o per il compimento di ricerche di mercato o di comunicazione commerciale.



## **Rossmare International SRL**

### **General Conditions of Sale and Delivery, effective from February 1, 2007**

#### **1. Definitions**

- 1.1 "Seller" shall mean Rossmare International SRL, its servants, agents, brokers, assigns, representatives, subsidiaries, or affiliates wherever applicable.
- 1.2 "Buyer" shall mean the party and/or parties contracting to buy products and/or services as set out in the Seller's Confirmation of Order for Products and/or Services, including its servants, agents, assigns, brokers, representatives, subsidiaries or affiliates wherever applicable.
- 1.3 "Products" shall mean the Fuels, Oils, Lubricants, goods, items, equipment and/or materials of whatever type and description as specified in the Seller's Confirmation of Order.
- 1.4 "Services" shall mean agency services, transportation, and/or similar attendance to the Buyer's needs.
- 1.5 "Contract" shall mean an agreement between Seller and Buyer, subject to these conditions.
- 1.6 "Vessel" shall mean the vessel to which the "Products" and/or "Services" are to be delivered by Seller to Buyer.
- 1.7 "Conditions" shall mean Seller's General Conditions of Sale and Delivery.
- 1.8 "Supplier" shall mean the party physically supplying the Products and/or Services to the Vessel, together with his servants, agents, successors, subcontractors and assigns.

#### **2. Validity and Scope of Terms**

- 2.1 These Conditions constitute an integral part of any offer and/or Contract made for Products and/or Services provided by Seller to Buyer, and override any terms and conditions incorporated or referred to by the Buyer whether in its order or elsewhere.
- 2.2 The supply by Seller of Products and/or Services and every quotation, pro-forma invoice, order confirmation, price list or other similar document is made or issued solely subject to these Conditions and no representation or warranty, collateral or otherwise shall bind Seller and no statement made by any representative by or on behalf of Seller shall vary these conditions unless such representation, warranty or statement shall be made in writing and signed by an Officer of Seller and shall be stated to be made specifically in pursuance of this clause 2.2.
- 2.3 Any variance to these Conditions shall not prejudice or limit in any way the validity of the remaining Conditions of any Contract between Seller and Buyer. Failure by either party at any time to enforce any of these Conditions shall not be considered as a waiver by such party of such provisions or in any way affect the validity of these Conditions. If any provision of the Contract is invalid, void, or unenforceable, it will not affect the validity, legality, or enforceability of any other provision of this Contract.
- 2.4 Subject to the provisions of Clauses 2.2 and 2.6, and insofar as these clauses apply, these Conditions embody all the terms and conditions and cancel in all respects any previous Conditions, agreements and/or undertakings, whether given in writing or orally.
- 2.5 No statements made outside the Contract, or in any brochures, catalogues or sales literature, as well as in any correspondence or orally during negotiations, are intended to have any contractual effect.
- 2.6 Without prejudice to the provisions of Clause 2.2 herein, Seller reserves the right to include, at its discretion, any additional or substitute terms and Conditions. Any additional or substitute terms shall be advised to Buyer prior to the time of concluding the contract.

- 2.7 In consideration of Seller's extending credit for sale of marine fuels to Buyer's vessel, it is understood that Seller is relying on credit of the Buyer's vessels as provided under Italian law and Seller expressly retains its right of a maritime lien against the vessel. And any attempt to impair said lien against the vessel shall not be allowed. No disclaimer stamp of any type or form will be accepted on Seller's or Seller's supplier's bunkering receipt, nor should any such stamp be used that will alter, change or waive Seller's maritime lien against the Buyer's vessel and the vessel's ultimate responsibility for the debt incurred through any transaction with the vessel.

### **3. Terms of Offers and Contracts**

- 3.1 Seller's offers and estimates of costs are to be understood as being conditional and subject to availability and alteration and shall include only such services as are expressly specified.
- 3.2 The Contract shall be deemed to have commenced effective from the time that Seller provides to the Buyer notice of confirmation. Any subsequent amendments to the Contract are to take effect as though they had been made as at the date the Seller provided to the Buyer notice of confirmation.
- 3.3 Save where otherwise expressly provided for in the Contract specifications, all particulars notified to Buyer (e.g. analytical data) and all documents to which access has been given regarding the characteristics of the Products at any delivery location, shall not be construed as specifications of the Products to be delivered hereunder, but only as indications of the characteristics of the Products available at that location from time to time, and shall not constitute undertakings.
- 3.4 Referenced commercial terms shall be deemed to have the meaning contained in the most recent edition of Incoterms.
- 3.5 In the case of imported goods the Contract shall be deemed to be concluded subject to the provision that Seller is granted any export or import licenses which may be necessary. Without prejudice to clause 4.1, Buyer shall indemnify Seller from any expenses incurred in connection with the securing or delay in procuring of the aforementioned licenses.
- 3.6 Seller is entitled to recover from Buyer all direct and indirect losses, costs and expenses incurred as a consequence of cancellation of the Contract by Buyer, for whatever reason.

### **4. Prices**

- 4.1 Unless otherwise specified, prices shall be deemed to be in US dollars (unless otherwise specified), ex-wharf, and shall represent only the purchase price of the Products. Buyer shall pay any additional expenses or costs such as but not limited to barging, surcharges, overtime, demurrage, wharfage, dockage, port/harbor fees, dues, duties, taxes, levies and other costs, including those imposed by governments and local authorities. If the price is quoted as "Delivered", the price includes transportation to Buyer's Vessel, but does not include demurrage or any other expenses or costs as indicated above.
- 4.2 Seller's confirmation to Buyer includes the earliest estimated time of Vessel's arrival (ETA) as advised by Buyer to Seller at the time of nomination. Unless the ETA date range agreed under the Contract is wider than four calendar days, Buyer's Vessel shall begin to take delivery of the Products within the 4-day range of three calendar days after the earliest estimated ETA. The Contract price shall be valid only for deliveries begun within such period.
- 4.3 If, after Seller's confirmation of the Contract, buyer begins to take delivery, or request delivery to begin outside the four calendar day range referred to in clause 4.2, Seller shall be entitled to

amend its quoted price under the Contract. This entitlement is without prejudice to any claim Seller may have against Buyer for failing to take delivery within the four calendar day range referred to in clause 4.2 above.

- 4.4 If price controls are imposed, Seller shall not be required to deliver if the maximum price is below that previously established with the Buyer.
- 4.5 Buyer shall be liable for all costs, expenses and/or charges incurred by the Seller on account of Buyer's failure, breach and /or non-compliance with its obligations under clause 10 herein.
- 4.6 Notwithstanding anything else herein, should the Vessel not arrive within the determined time range, the Contract shall be considered null and void unless Seller elects to accept the new arrival date of the Vessel as the basis of a new contract for which a new price can be agreed upon with the Buyer.

## **5. Quality**

- 5.1 Unless otherwise specified in the Contract, Products shall be of the quality generally offered by Seller to its customers at the time and place of the delivery. Any implied conditions and warranties, including the warranties of merchantability and fitness for a particular purpose, are expressly excluded and disclaimed. Buyer, having greater knowledge than Seller of his own requirements, shall have the sole responsibility for the prior selection of the particular grade(s) and acceptance thereof.
- 5.2 Products delivered under the Contract shall be segregated from Product(s) already onboard the receiving Vessel. Any consequences arising from commingling Products aboard the Vessel shall remain the joint and several responsibilities of the receiving Vessel and the Buyer. In any event, the Seller shall not be responsible for any onboard safety or storage failure that may affect the delivery as requested and shall have the right to recover from buyer any loss, damage or expenses incurred as a result of such failures.
- 5.3 The Seller can in no circumstances be held responsible for any consequences of the misuse or defective application of the Products if caused by lack of information or misinformation given by the Buyer on the use or application of such Products.
- 5.4 In order to determine the quality of the Product delivered, Seller shall be entitled to draw, or cause to be drawn, samples of each delivery from Supplier's designated facilities, and to have them sealed. Where reasonably practical, the samples shall be taken in accordance with ISO 8217, but shall otherwise be taken from a point and in a manner chosen by Seller or its representative. At least one of the samples will be handed to the master of the Vessel which has received the delivery. Any remaining samples will be retained by Seller. In the event of a quality complaint, Seller shall seek to agree with Buyer upon the appointment of an independent inspector to undertake an analysis of one of the retained samples. Method ISO 4259, which covers the use of precision data in the interpretation of test results, shall be used in all cases of dispute. In instances where MARPOL Annex VI applies to the supply affected, the sample accompanying the Bunker delivery Note pursuant to Regulation 18(6) of MARPOL Annex VI should, where reasonably practical, be drawn in accordance with Resolution MEPC.96(47).
- 5.5 If, after 21 calendar days from the date that Buyer registers a quality complaint to Seller, no agreement has been reached between the two parties, Seller reserves the right to have one of its retained sealed samples independently analyzed and for the results to be final and binding upon both parties. The cost of any analysis shall be borne by Buyer unless the complaint as to the quality is shown to be justified.



- 5.6 Unless otherwise agreed to in writing by Seller, only samples provided by Seller to buyer at the time of delivery shall be deemed representative of the Product delivered.
- 5.7 In any event, the Seller's obligation hereunder shall not exceed the direct expenses incurred for the removal and replacement of the Products, and shall not include any consequential or indirect damages, including, without limitation, demurrage claims, loss of opportunity or loss of profit. Should the Buyer remove the Products without the prior consent of the Seller, all such costs incurred in doing so shall be for Buyer's account.

## **6. Quantity**

- 6.1 All quantities referred to in the Contract are understood to be approximate with a margin of 10 percent more or less at Seller's option.
- 6.2 Except where government regulations or local authorities determine otherwise, the quantity of Product shall be determined from the official gauge/sounding of the delivering barge, road wagon, or rail tank car, delivery note for drum deliveries, or by gauging in Supplier's shore tank or by Supplier's flow meter, at Seller's election. Adjustment in volume owing to difference in temperature shall be made in accordance with API/ASTM-IP petroleum measurement standards for generalized Products (table 6B, 24B, or 54B depending on port location). In the measurement of marine fuel, Seller shall make allowances for water and non-petroleum sediment in excess of one percent (1%), or any other percentage mutually agreed to between Buyer and Seller. Buyer may be present or represented by a properly accredited agent when such measurements are taken. If Buyer is not present or represented, then Seller's determination of quantities shall be deemed to be correct and conclusive.

## **7. Deliveries and Risk**

- 7.1 Vessels shall be supplied as promptly as circumstances permit. Any supply date within the Contract is not guaranteed, and time shall not be of the essence in respect thereof. Seller shall not be liable for demurrage or for any losses due to congestion at Supplier's storage or delivery facilities or due to any prior commitment of available transportation.
- 7.2 The Seller's obligation to make any delivery hereunder is subject to the availability to the Seller, at the port at which delivery is requested of the particular grade of Products requested by the Buyer. If, as a result of any events, matters or things referred to in clause 15, or any other foreseeable or unforeseeable event, including contractual changes relating to the supply of crude oil and/or petroleum products from which the Products of the type to be sold hereunder are derived, supplies of the Products are curtailed, or are available to the Seller only under conditions which, in Seller's sole judgment are deemed unacceptable, the Seller may allocate, on any fair and reasonable basis according to its own discretion, its available supplies of Products to meet its own requirements and those of its subsidiaries and affiliated companies and other customers. The Seller shall not be required to increase supplies from some other source or supply or to purchase Products to replace the supplies so curtailed, or to make up the deliveries omitted during the period of disruption, nor will the term of the Contract be extended due to any event occurring under this clause or clause 15 herein.
- 7.3 If Buyer causes delays to Supplier's delivery facilities in the receiving of Products, Buyer shall be liable to reimburse Seller for any and all costs incurred.
- 7.4 Seller shall not be required to deliver Products into any Vessel's tanks which are not normally used for such Product.

- 7.5 If any government or local port license or permit is required for deliveries hereunder, each party must comply as applicable. In case of Buyer's failure to comply, Seller shall not be required to deliver, and will be entitled to recover all incurred costs and consequences related thereto from Buyer.
- 7.6 Delivery shall be made either from a shore terminal or by barge or by any other accredited method of delivery, where such deliveries are available from time to time. In the case of more than one method of delivery being available, Seller shall at its sole discretion select one, providing that it does not breach any other conditions of the Contract.
- 7.7 Buyer shall provide, free of cost, a clear, safe berth, position or anchorage alongside the Vessel receiving lines. Seller shall be under no obligation to make deliveries when in its sole opinion, a clear and safe berth, position or anchorage is not available. Buyer shall indemnify Seller against all claims and expenses for any loss, damage, demurrage or delay caused to Seller's delivery equipment, irrespective of whether the circumstance causing the loss, damage, demurrage or delay was within the control of the Buyer or his representative.
- 7.8 The Buyer shall make all connections and disconnections between pipelines or delivery hoses and Vessel's intake lines and shall render all other necessary assistance and provide sufficient tankage and equipment to receive promptly all deliveries hereunder. In no case shall the Seller be liable for any damage or delay resulting from causes beyond its control or avoidable by care on the part of the buyer or the Vessel.
- 7.9 Delivery shall be deemed to have been completed and risk transferred as the Product passes the flange connecting the pipelines or delivery hoses with the intake lines of the Vessel at which point Seller's responsibility shall cease. Products supplied by other methods shall be considered to be delivered when passing the Vessel's rail. Buyer shall assume all risks including loss, damage, deterioration, depreciation, evaporation and shrinkage as to the Products so delivered.
- 7.10 Upon completion of the delivery to the Vessel, the master or authorized representative or Buyer shall confirm the delivery by signing a receipt provided by Seller or his contractor at that time. Seller shall not be deemed to have any constructive knowledge of the authority or lack of authority of any purported local representative of Buyer and shall be under no duty to verify authority of such purported representative. The acceptance of the aforesaid signed receipt in good faith by Seller shall bind Buyer.
- 7.11 If Buyer fails to take delivery of the product or any part thereof within a reasonable time from the agreed supply time, Seller shall be entitled, at Buyer's risk and expense, either to transport the product back to storage or to sell in a downgraded form at a market price without prejudice to Seller's other rights under this Contract for damages. Seller shall, at its sole discretion, determine what constitutes a reasonable time to terminate the delivery.
- 7.12 Delivery shall be made during normal working hours. Unless otherwise agreed, deliveries outside normal working hours shall be subject to additional costs which shall be borne by the Buyer.
- 7.13 Seller may elect to discontinue operations at any delivery location for any reason without obligation to the Buyer.
- 7.14 Products and Services delivered under a Contract shall be made not only on the account of Buyer, but also on account of the receiving Vessel. The Buyer warrants that the Vessel's owner has given the Buyer express authority to purchase the Products. The Buyer further warrants that the right to assert and enforce a lien in accordance with clause 19.1 against the receiving Vessel or any sister or associated Vessel for the amount of the Products and Services provided, plus without limitation, contractual interest pursuant to clause 9.4 herein and any other expenses related to enforcement of the lien. The Buyer expressly warrants that he has the authority of the Vessel's owner to pledge the Vessel's credit as aforesaid. The Vessel is ultimately responsible for

the debt incurred through the Contract. The Seller's right to apply and enforce a maritime lien will not be altered, waived or impaired by the application to the Bunker Delivery Note of any disclaimer stamp.

## **8. Claims**

- 8.1 Any claims made by Buyer regarding shortages in quantity must be made in writing to Seller at the time and place of delivery. Seller has the option to leave delivery equipment connected to the vessel at Buyer's expense until a quantity dispute has been resolved to Seller's satisfaction.
- 8.2 Any claims made by Buyer with regard to quality must be made in writing to Seller immediately upon detection of the alleged defect, and in any event no later than within seven (7) calendar days from receipt of the Product. The foregoing preliminary notice shall be followed by a formal written notice of claim, within thirty (30) calendar days from receipt of the product, to Seller containing all details necessary to allow evaluation of the claim. Notice must be made to the designated office in accordance with clause 18.
- 8.3 Any other claims, other than for quantity or quality, must be submitted in writing by the Buyer to the Seller within fourteen (14) days of the date of the occurrence.
- 8.4 In any event, should Buyer fail to comply with clauses 8.1, 8.2 or 8.3, any such claim by the Buyer shall be deemed to be waived and absolutely time-barred. The Buyer's submission of any claim hereunder does not relieve it of the responsibility to make payment in full for the Products supplied by the Seller. This provision shall survive a termination of the Contract.

## **9. Payment**

- 9.1 Irrevocable payment shall be made by Buyer in full, as directed by Seller, within the time specified in the Contract. Timely payment is of the essence. Seller shall be absolutely entitled to the payment in full without discount, reductions, counterclaim or set off (whether legal or equitable) and free of bank charges, which shall be made to Seller's bank account. Should the due date for payment fall on a Saturday, Sunday or Public Holiday, then payment should be received by the previous working day.
- 9.2 When paying, Buyer shall not be entitled, without Seller's consent in writing, to offset any amounts for claims against Seller, whether or not these claims are connected, and whether or not they arise out of the contract.
- 9.3 Unless otherwise agreed, payment shall be made by irrevocable telegraphic transfer. Delivery documents shall be provided to Buyer wherever possible; however payment shall not be conditional upon receipt of such documents, unless specifically agreed at the time of concluding the Contract.
- 9.4 Overdue payments shall be subject to an interest charge of 2% per (30) calendar day period compounded, or the maximum rate permitted under applicable law, running from the due date of payment.
- 9.5 All payments received by the Seller from the Buyer, notwithstanding any specific request to the contrary, shall be applied in the following order in diminution or extinction of: (a) contractual interest; (b) financial charges incurred by Seller as a result of Buyer's late payment (if any); (c) the principal sum in respect of Products/Services supplied by Seller to Buyer.
- 9.6 Should Products and/or Services be ordered by a broker or agent, then such broker or agent as well as Buyer shall be bound and be liable for all obligations as fully and completely as if it were itself a Buyer, whether such principal be disclosed or undisclosed and whether or not such broker



or agent purports to contract as brokers or agents only, but in all such cases the said broker or agent shall not have any rights against Seller.

- 9.7 If Buyer is in default of the full payment, or if its financial conditions or that of a subsidiary, parent, associate or affiliate, in Seller's sole opinion becomes impaired, or if proceedings in bankruptcy or insolvency are instituted by and/or against Buyer, its subsidiary, parent, associate, related or affiliate company of the Buyer, or in the case of liquidation or dissolution of Buyer, or of a subsidiary, parent, associate, related or affiliate company of the Buyer, or any other reason at the Seller's sole discretion, any and all postponed or deferred payments including interest thereon, shall become immediately due and payable and Seller reserves the right to offset the same against any debts due to Buyer or its parent or its subsidiary companies, affiliates, associated or related companies. Exercise of any such rights shall be without prejudice to Seller's right to recover damages or losses sustained and resulting from any default by Buyer, and Seller shall have the right to suspend/and to cancel deliveries hereunder.

## **10. Delivery Orders**

- 10.1 Buyer shall give Seller directly, or through Buyer's agent, at least 72 hours notice (Saturday, Sunday and local holidays excluded) of Vessel's readiness to receive delivery and exact quantity required to enable Seller to make necessary arrangements for the delivery.
- 10.2 Buyer shall give Seller final notice of requirement directly or through Buyer's agent at least 48 hours (Saturday, Sunday and local holidays excluded) before loading marine fuels into barge or other accredited means of transportation.

## **11. The Vessel and The Environment**

- 11.1 It shall be the sole responsibility of Buyer to comply, and advise its personnel, agents and/or customers to comply, both during and after delivery, with all health and safety requirements and all environmental regulations and legislation, both national and international, applicable to the Products supplied. Seller accepts no responsibility for any consequences arising from failure to comply with such health and safety requirements or environmental regulations and legislation. Buyer acknowledges familiarity with the hazards inherent in the nature of any Products, and shall protect, indemnify and hold Seller harmless against any claims or liability incurred as a result of Buyer, its customers, or any user of the Products failing to comply with the relevant health and safety requirements or environmental regulations and legislation.
- 11.2 Without prejudice to clause 7.9, in the event of any leakage, spillage, overflow of Product causing or likely to cause pollution occurring at any stage, Buyer shall, regardless as to whether Buyer or Seller is responsible, immediately take such action as is necessary to remove the Product and mitigate the effects of such leakage, spillage or overflow. Failing such prompt action, the Buyer (who hereby warrants that they have been authorized by the Vessel's owners) authorizes Seller to take whatever measures Seller deems fit to affect cleanup at the Buyer's expense and on the Buyer's behalf and the Buyer shall cooperate fully with the Seller and lend all assistance required in the cleanup operation. The Buyer shall indemnify and hold Seller and/or Supplier harmless against any claims or liability, expenses, damages, costs, fines and penalties arising out of or in connection with any leakage, spillage or overflow unless such leakage, spillage or overflow shall be proven to be wholly caused by Seller's gross negligence. The Buyer shall also give, or cause to be given to the Seller all such documents and other information concerning any leakage, spillage or overflow, or any such program for the prevention thereof, or which are requested by the

Seller or required by law or regulation applicable at the time and place where delivery of the Products to the Vessel takes place.

- 11.3 Buyer warrants that the vessel at all material times will be in compliance with all national and international regulations. Buyer also warrants that the Vessel, her main engine, her auxiliary engines and all other parts, equipment and machinery are being operated in accordance with the manufacturer's specifications.

## **12. Assignments**

- 12.1 Seller may assign/transfer any/all of its rights and obligations under the Contract. Buyer shall not assign/transfer any/all of its rights under the Contract without written consent of the Seller

## **13. Indemnity**

- 13.1 Without prejudice to clauses 3.6, 11.1 and 11.2, the Buyer shall defend, indemnify and hold Seller harmless with respect to any and all liability, loss, claims, expenses or damage whatsoever that the Seller may suffer or incur by reason of, or in any way connected with the fault or default of Buyer, its employees, servants, officers, or crew of the Vessel, agents and representatives in the purchase of, receipt, use, storage, handling or transportation of the Products.

## **14. Liability and Consequential Damages**

- 14.1 The Seller and/or Supplier shall not be liable for any special, indirect, consequential, punitive or exemplary damage of any kind, including but not limited to loss of prospective profits, anticipated cost savings, contracts or financial or economic loss, claims in tort including negligence of the Seller and/or Supplier, its agents, servants or subcontractors, arising out of, or in connection with the performance or non-performance under the Contract. In any event, the liability of the Seller and/or Supplier shall be limited to the price of the Products

## **15. Force Majeure**

- 15.1 Neither Buyer nor Seller shall be responsible for damages caused by delays or failure to perform, in whole or in part, any obligation hereunder (other than the payment of money), or non-compliance with any of the terms hereof when such delay, failure or non-compliance is due to or results from causes beyond the reasonable control of the affected party, including without limitation acts of God, fires, flood, adverse weather, perils of the sea, war (declared or undeclared), terrorist actions (threatened or actual), embargoes, accidents, strikes, labor disputes, failure of or shortage of vessels, or barge services normally available to Seller, breakdown of, damage to or shortage in facilities used for production, refining or transportation of Products, acts in compliance with requests of any government authority or person purporting to act on behalf thereof, or any similar causes. Notwithstanding the provisions of this clause, the Buyer shall not be relieved of any obligation to make payments for all sums due hereunder.

## **16. Breach**

- 16.1 Seller may terminate the Contract in whole or in part, at its own discretion, upon the breach of any provision hereof by Buyer.

16.2 Seller reserves the right to recover from Buyer all damages and costs (including but not limited to loss of profit) resulting from any breach of the Contract.

## **17. Title**

- 17.1 The products shall remain the Seller's property until Buyer has paid for them in full. Until that time, Buyer shall hold them as bailee, store them in such a way that they can be identified as Seller's property, and keep them separate from Buyer's own property and the property of any other person. Although the Products remain the Seller's property until paid for, they shall be at Buyer's risk from the time of delivery and Buyer shall insure them against loss or damage accordingly. In the event of such loss or damage, it shall hold the proceeds of such insurance on behalf of the Seller as trustee of Seller.
- 17.2 Buyer's rights to possession of the Products shall cease if: (a) Buyer has not paid for the Products in full by the expiry of any credit period allowed by the Contract; or (b) Buyer is declared bankrupt or makes any proposal to his creditors for a reorganization or other voluntary arrangement; or (c) a receiver, liquidator or administrator is appointed in respect of Buyer's business.
- 17.3 Upon cessation of Buyer's right to possession of the Products in accordance with clause 17.2, the Buyer shall, at his own expense, make the Products available to the Seller and allow Seller to repossess them.
- 17.4 Buyer hereby grants Seller, his agents and employees an irrevocable license to enter any premises where the Products are stored in order to repossess them at any time.

## **18. Notice**

18.1 Notice to Seller must be sent by certified mail or confirmed facsimile to the following address:

Rossmare International SRL  
Via Paleocapa 6/4  
17100 Savona  
Italy  
Phone: +39 019 821177  
Fax: +39 019 853073

## **19. Governing Law**

19.1 This Agreement is subject to Italian Law, place of jurisdiction Italy, or any other law and jurisdiction as specified in the Contract. However, nothing in this clause shall preclude Seller, in event of a breach of this Agreement by the Buyer, from taking any such action or actions as it shall, in its absolute discretion, consider necessary to enforce, safeguard or secure its rights under this Agreement in any court or tribunal of any state or country, including, but not limited to the action to enforce its rights of lien against ships, the existence and procedure of enforcement of such right of lien being determined by the local law of the place where enforcement is sought, or to otherwise obtain security by seizure, attachment or arrest of assets for any amount(s) owed to Seller.