

Subject: HSE Essential Terms

Application Areas

Perimeter: *Greece*

HEALTH, SAFETY AND ENVIRONMENTAL ESSENTIAL TERMS

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1. SCOPE

1.1 These Health, Safety and Environmental Essential Terms First Edition (the “HSE Essential Terms”) govern the Parties obligations in connection with health, safety and environment matters in the relationship between Principia Energy and its Contractors.

2. RECITALS

2.1 This document provides Contractor’s obligations concerning significant health, safety and environmental aspects that the Contractor shall and shall cause its Subcontractors to comply with during performance of scope of Contract.

2.2 The obligations reported in this document shall be considered as contract conditions and if these conditions are not met by Contractors and/or its Subcontractors, consequences as per Section 8 herein are applied by Principia Energy to Contractors.

2.3 Contractor shall use and cause its Subcontractors to use this information to develop suitable and sufficient Health, Safety and Environmental documentation, identifying the Health, Safety and Environmental measures to be implemented during the contractual activities performance and defining the relevant costs, maintaining a safe and neat facility, promoting best practice in Health, Safety and Environmental management. Every requirement included in this document must be implemented when the specific hazard exists.

2.4 In Principia Energy, no work can be done compromising Health, Safety and/or Environment. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behavior will determine the suspension of work and the restoration of Health, Safety and/or environmental conditions.

2.5 Principia Energy is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environment protection. Such commitment is further detailed in the “Health and Safety Policy”, “Stop Work Policy” and “Environmental Policy”.

3. DEFINITIONS AND ACRONYMS

“Affiliates”: mean, with respect to any legal entity, any legal entity directly or indirectly controlling, controlled by or under common Control with, such other legal entity, but such legal entity shall be deemed to be an Affiliate only so long as such control exists. Control, with respect to any legal entity, means the possession, directly or indirectly, of the power to direct or cause the direction of management and/or policies of such legal entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.

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“Complex Work”: means a work activity involving (or performed by) more than one party (Principia Energy/Contractor) - which may or may not work simultaneously at the Work Site - or more than one working group of a single party (Principia Energy/Contractor), depending on the HS Plan and/or Environmental Plan risk assessment and according to the following (indicative and non-exhaustive):

- High number of Personnel at the Work Site,
- complexity of involved installations and/or construction sites,
- proximity of third parties within the Work Site.
- other projects on the vicinity areas that could be impacted by the works

“Contract”: means the contract entered into between a Contractor and Principia Energy to which these HSE Essential Terms are attached.

‘Electrical and Electronic Equipment’ or ‘EEE’ means, unless otherwise specified by the applicable Law, an equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields and designed for use with a voltage rating not exceeding 1 000 volts for alternating current and 1 500 volts for direct current;

“Principia Energy”: means the particular entity that is a party to the Contract signed with the Contractor.

“Environmental Event”: means the occurrence or the modification of a particular set of circumstances which has caused or could have caused an impact on the environment and / or on organization due to environmental problems “Equipment”: means any assembly of items intended to be used by Personnel with the aim of executing a specific work activity.

“Government Authority”: means any national, federal, state, local, municipal or other governmental, regulatory body, administrative, judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union).

“Hazard”: means a source with a potential to cause Injury, Ill Health and Environmental Event. Hazards can include sources with the potential to cause harm or hazardous situations, or circumstances with the potential for exposure leading to Injury, Ill Health and Environmental Event.

“Hazardous Substances”: means any and all substances now or at any time subject to regulation, control, trade restrictions, remediation or otherwise addressed under applicable Law, including Laws relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal (or arranging for the disposal), distribution, manufacture, processing, storage, treatment, transport, or other use of such substances. Hazardous Substances include, but are not limited to, chemicals, constituents, contaminants, pollutants, materials, wastes, any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures - whether solids, liquids, gases. Hazardous Substances can cause Injury or Ill Health. “HSE”: means Health, Safety and Environment.

“HSE Requirements”: means documents and/or requirements (relevant to HSE) that complements this HSE Essential Terms and contains project specific HSE obligations, generally included in Principia Energy Technical Specifications and/or in a document that details Particular Conditions which is an annex to the Contract.

HSE Essential Terms: General Terms and Condition relevant to HSE, as specified in Par.1 of this document.

“Incident”: means an unplanned and undesired event in which an injury or ill health occurred or could have occurred. Furthermore, Incidents are classified as follows:

- Accident

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- First Aid
- Near Miss.

“Injury and Ill Health”: means an adverse effect on the physical, mental or cognitive condition of a person. These adverse effects include occupational disease, illness and death. The term “injury and ill health” implies the presence of injury or ill health, either on their own or in combination.

“Law”: means all legislation, statutes, ordinances, codes, rules, orders, decrees, judgments, injunctions, permits, licences, authorizations of any legally constituted Governmental Authority, as the same may be amended, modified or repealed.

“Parties”: means jointly Principia Energy and Contractor/Subcontractors.

“Personnel”: means any individual performing activities related to the Contract that are under the control of the Contractor or of a Subcontractor regardless of the particular legal arrangement for such activities (i.e. whether employees, individuals working as independent contractors, agents, representatives etc.).

“PPE” means Personal Protective Equipment

“Fatal Accident” (FAT ACC): An Accident that has caused the death of a person.

“Severe Accident”: An accident that can cause a severe injury to the employee according to table 1 below.

“Minor Accident” (MIN ACC): An accident that does not fall in the Severe Accident classification criteria.

- **TABLE 1 – examples of Severe HS Accidents**

Injury	Example of damage
Spinal and back damage	• Reduction of mobility • Permanent reduction of sensitivity
Paralysis	• Any degree of paralysis
Amputations	• Limb loss • Loss of a hand / foot
Serious burns	• Second- and third-degree burns with permanent consequences on the normal function of organs or the appearance of the injured person (social impact on the person's life)
Permanent loss or reduction of one of the senses	• Sight loss/reduction • Hearing loss/reduction • Other sense loss/reduction
Brain and head injury	• Permanent cognitive, memory or mobility problems • Deformation, or the permanent face scarring
Permanent damages to internal organs	Any permanent damages to internal organs

A Safety Incident and Safety Observation is classified as High Potential if its dynamic could have resulted in a Severe Accidents or in a Fatal accident.

HSE included in Table 2 has to be considered as High Potential. Table 2 is not to be considered either exhaustive or sufficient in itself: a specific assessment shall be made on a case-by-case basis.

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○ **TABLE 2 – Examples of dynamics for HPO Safety Incidents and Observations**

Typology (type/subtype)	Dynamics descriptions
Fall from Height	Free fall through holes, Fall from ladders, Fall from scaffolding and temporary platforms, Fall from slopes/ditches, Fall from structures, cranes, etc, Fall from high into rivers, lakes, canals etc. with a difference in height of two meters
Falling Objects	Fall of objects (equipment, material, tools or debris) with energy that can cause significant damage to a person, during lifting or movement or other activities and in general falling objects from above (even if no activities are ongoing), on a workplace or adjoining areas. Adjoining areas could include a public path, a road, a square or the courtyard of a home or other building next to a workplace.
Entrapment	Entrapment which may be caused by hand tools, Entrapment caused by mechanisms of machines, Entrapment caused by objects, Entrapment caused by moving mechanisms, Entrapment caused by Heavy-Vehicle use (rollover and unloading). Entrapments may also be caused by detachment of permanent mountings, detachment of walls/slopes, collapse of walls/slopes, collapse of trenches and galleries whose consequence could have been an amputation or worse
Thermal Contacts	Contact with fluids or hot/cold substances or contact with sources of heat/cold or contact with hot/cold projected materials or contact with hot/cold surfaces whose energy that can cause significant damage
Chemical agents	Contact with or exposure to chemical products harmful for type or concentration
Explosion	Exposure to direct effects of explosions.
Electrical	Direct contact, Indirect contact, Electric discharging (inductive/capacitive) and Electric arc
Confined spaces	Accidents/incidents happened in closed areas with low-oxygen atmosphere, with risk of unexpected movements of parts or machinery or flood by fluids, underwater works, flammable atmosphere (fire or explosion) or toxic atmosphere
Ionizing Radiations	Exposition to any type of particle or electromagnetic wave that carries enough energy to ionize or remove electrons from an atom

“Near Miss” (NM): An incident occurred at workplace and involving Principia Energy or Contractor personnel that did not result in injury but had the potential to do so.

Only the events which have both the following characteristics shall be considered “near miss”:

- occurrence of an event
- people exposure to risk of an injury (people assisting to event occurrence).

Near Misses are classified by dynamic / potential damage in order to effectively target improvement actions to enhance occupational safety. According to the above principle, Near Misses are classified as follows:

High Potential Near Miss (HPO NM): A Near Miss whose dynamic could have resulted in a Severe Accident or in a Fatal Accident.

Near Miss (NM): All Near Misses not classified as High Potential Near Miss.

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“Safety Observation”: means a unsafe behavior or situation adopted by Principia Energy or Contractor’s personnel or an unsafe/risky situation, which Principia Energy or Contractor’s personnel could be exposed to, which didn’t result in an accident, but which could cause an Incident.

Safety Observations are classified by dynamic / potential damage in order to effectively targeting improvement actions to enhance occupational safety. According to the above principle, Safety Observations are classified as follows:

- High Potential Safety Observations (HPO SO): A Safety Observation whose dynamic could have resulted in a Life Changing Accident or in a Fatal Accident.
- Other Safety Observations: All Safety Observations not classified as High Potential Safety Observation.

“Stop work”: means an event where Principia Energy “Stop Work” policy, or equivalent policy, have been applied.

“Subcontract”: means a contract with which the Contractor entrusts the execution of contractual services to other parties.

“Subcontractor”: means natural or legal person or groups of the latter with whom the Contractor signs Subcontracts for works and/or services and/or supplies executed in a Work Site.

“Supplier Qualification Process”: means Principia Energy procurement process, relies on qualified suppliers for works, goods and services, able to ensure adequate levels of reliability, quality and competency (pertaining to appropriate skills, knowledge and experience).

“Work Site”: means any temporary or permanent site, office, workplace, asset or area where a work, delivery of components, equipment or material or service execution is to be, is being, or has been carried out by Contractor on behalf of Principia Energy.

“Worker”: see Personnel.

4. LANGUAGE

The original version of this HSE Terms is in English unless differently provided in the Contract by the Parties. In the case of conflicts among the original version and the translations into other languages, the original version shall prevail.

5. GENERAL OBLIGATION ON OCCUPATIONAL LAW, HEALTH, SAFETY AND ENVIRONMENT

5.1 CONTRACTOR HSE REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

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- a) the information provided by it to qualify as a supplier to Principia Energy and to enter into the Contract, including in particular information on its HSE performance and qualifications was true and correct when given and that no material change has rendered that information substantially incorrect or misleading,
- b) it has in place, or will timely put in place before commencement of Contract activities, adequate management systems, procedures, and practices and adequately qualified Personnel to ensure that it can fulfil its HSE obligations under the Contract.

5.2 HSE OBLIGATIONS

5.2.1 Contractor undertakes to perform its obligations under the Contract in such a manner as to ensure a healthy and safe Principia Energy Work Site for its Personnel, Principia's Personnel and third parties and avoid damage to the environment, and to this end Contractor shall:

- a) comply with applicable Law in matters of social security or workers compensation insurance, health and safety at work, and protection of the environment;
- b) be solely responsible for any accident occurred of Contractor's personnel
- c) comply with any applicable HSE permits related to the Contract;
- d) comply with health, safety and environmental aspects and requirements, as defined by Greek Law
- e) observe all the health, safety and environmental rules for each Work Site, including emergency plans;
- f) ensure that its Personnel are properly communicated, trained and apply the health, safety and environmental rules applicable to such Work Sites;
- g) before performing any activities under the Contract, as well as in the preparatory and travelling phases, consider all health, safety and environmental risks related to said activities, including generic risk: that could cause Incidents like impact with objects, cuts, falls, ergonomic (clumsy movement or strains) accidents, contamination, spills, fire, as well as animal aggressions, atmospheric accidents (lightning, flooding event...), heat strokes, or other similar incident;
- h) abide by good industry practice, considering, the principles set out in the Policies adopted by Principia Energy, namely, the "Declaration of Commitment to Health and Safety", "Stop Work Policy" and "Environmental Policy" applied by Principia Energy;
- i) provide, on request, all documentation showing the compliance with applicable HSE Law, including – but not limited to – obtaining permits and respect of the limits therein described, if any;
- j) provide relevant information on the activities covered by the Contract, to contribute to Principia's calculation of the carbon footprint, circular economy index or any other indexes related to the Environmental Management System, if required in consideration of the activities' relevance; and
- k) notify Incidents and Environmental Events related to mobilization to a Principia Energy Work Site, or within or between Principia Energy Work Sites, regardless of the person affected (whether Personnel of the Contractor, Principia Energy or third-parties), and provide all information and details requested by Principia Energy in relation to said Incident, Environmental Events or Safety Observation.

5.2.2 In the event of a conflict between any of the obligations of Section 5.2.1, Contractor shall perform the Contract in the manner that maximizes protection to health, safety and the environment and may consult Principia Energy in the event such manner is not immediately apparent.

5.2.3 Notwithstanding Principia's level of involvement in matters of health, safety and the environment, the Contractor remains liable for any health and/or safety and/or environmental damage caused by its Personnel or its Subcontractors' fault or breach of Contract.

5.2.4 Contractor shall ensure that all its Personnel have appropriate personal identification, identifying that the person is Personnel dedicated to the activities performed at an Principia Energy Work Site. Even if entry to the Work Site is controlled by Principia Energy, the Contractor shall perform its own control to identify its Personnel entering any Principia Energy Work Site.

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5.2.5 During mobilization to an Principia Energy Work Site, or within or between Principia Energy Work Sites, Personnel shall always respect applicable traffic code and Work Site prescription, use the seat belts (or helmets in case of bicycle or motorcycle) and drive safely. Any driver shall have any higher qualification required as a result of a risk assessment or required by Law. 5.2.6 At all Principia's Work Sites it is forbidden to smoke (except in designated smoking areas).

5.2.7 At all Principia's Work Sites it is forbidden to:

- a. possess or use firearms or ammunition for firearms (except for specifically designated and properly credentialed security personnel),
- b. consume or be under the influence of alcohol, narcotics or illicit psychotropic substances,
- c. consume non-prescribed medication or prescribed medication which may influence the safe undertaking of work,
- d. engage in disturbances such as fighting, illicit destruction of property etc.

5.2.8 At Principia Energy Work Sites, Contractor shall cooperate to remove its Personnel found to violate items (a), (b), (c) or (d) of this Section 5.2.7.

5.2.9 In particular, at all work site cases (cases that included working activities on site), the Contractor undertakes to communicate to Principia Energy all necessary HSE documentation, taking also under consideration the Greek HSE legislation and prior to the start of activities in timely manner, to be reviewed and approved. A detailed list of necessary HSE documentation is as of below:

- a. Risk Assessment: A thorough analysis document identifying potential hazards for each activity and outlining protective measures for their mitigation/elimination (as per Greek law 3850/2010).
- b. Work Method Statement (WMS): Detailed procedures outlining how specific tasks, including confined space activities, civil works, earthworks, hot works, etc., will be carried out safely.
- c. Environmental/Waste Management Plan: A document set that will define the mitigation, monitoring and measures to be taken during the activities in order to eliminate any environmental impact/ A written record outlining the amounts and type of waste created by the performed activities
- d. Safety Coordinator and Safety Officer Declaration forms (SEPE): Declaration forms confirming acceptance of the appointed Safety Coordinator and Safety Officer
- e. Medical fit certificates: Occupational doctor's certificates stating that personnel is fit to work and be engaged in the specified tasks
- f. Personal Protective Equipment (PPE) forms: Documentation specifying the appropriate type of PPE according to the activity to be performed and its signed acceptance by personnel
- g. Emergency Plan/Evacuation Plan: Procedure to be followed in case of emergency/ A detailed plan for the evacuation of personnel in case of emergency
- h. Personnel Documentation: A list of all personnel involved to the activities performed on site, including their competencies and qualifications and the following:
 - i. Driving License
 - ii. Licenses/Certificates of welders, electricians, etc.
 - iii. Operator licenses (for cherry pickers, lifts, truck cranes, cranes, excavators, loaders, bulldozers, rollers, forklifts)
 - iv. Medical fit certificates for machinery operators
 - v. Training certificates mandated for the appointed Emergency team (first aid training, fire-fighting)
- i. Machinery/truck Documentation: Certificates, specifications and requirements for all type of machineries and/or trucks that will be used:
 - i. Circulation license
 - ii. Valid insurance contract of machineries/trucks/vehicles
 - iii. Technical check card (KTEO)
 - iv. Emission card (KEK)
 - v. Lifting capacity certificate (when applicable)

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- vi. Anemometer calibration certificate (when applicable)
- vii. Beacon light and reverse beeper
- viii. First aid kit, Fire extinguisher
- ix. Bucket and shovel available in case of oil spillage

The above list of section 5.2.9 is non exhaustive, meaning that depending on the scope of activities to be performed by the Contractor, the necessary documentation may differ. Nonetheless, Contractor shall communicate to Principia Energy the HSE documentation prior to the start of any activity.

5.3 SUBCONTRACTOR MANAGEMENT

For the entire Contract duration, the Contractor must provide to Principia Energy documentation relevant to the activities performed by its Subcontractor and its compliance with the applicable HSE Law, these Health, Safety and Environmental Terms (as defined in section 5.2) and the Contract.

6. HAZARDOUS SUBSTANCES

6.1 The Contractor shall supply and use (if provided in the Contract) Hazardous Substances properly packaged and labelled so that the product contained and the risks for the Personnel and the environment are clearly identified.

6.2 Packaging and labelling shall provide information for safe unloading, storage and handling. Corresponding Material Safety Data Sheets (MSDS) shall accompany all Hazardous Substances. MSDS, provided in local language, shall include the expected uses, limitation or prescription related to their storage (if any), measures for risk mitigation and disposal instruction, in accordance with Law.

6.3 Contractor shall minimize the use of Hazardous Substances and shall conduct its activities and causes its Subcontractors to conduct their activities in a manner designed to prevent pollution of the environment or any other release of any Hazardous Substances. The Contractor shall provide evidence of the absence of asbestos, oils containing PCBs and the absence of CFCs, HCFCs, halons, substances with trade restrictions, in the supplied equipment.

6.4 Contractor shall submit in advance to Principia Energy a list of all Hazardous Substances to be brought onto the Principia Energy Work Site. Principia Energy reserves the right to approve or decline such Hazardous Substances list. In case of decline, the Contractor and Subcontractors are forbidden to use such Hazardous Substances.

6.5 Further treatment of all hazardous waste produced during activities, falls under Contractor's responsibility and he must take all necessary provisions for their temporary storage and disposal by authorized contractors, according to Greek legislation.

7. PROTECTION OF THE ENVIRONMENT

7.1 The Contractor undertakes to provide, wherever it is possible and under similar purchasing conditions, Equipment or materials with eco-label and those with greater energy efficiencies, with a longer service life involving lower costs and less likelihood of waste being generated due to shelf life expiry and lower final disposal costs. The equipment and materials provided by the Contractor shall protect the environmental quality.

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7.2 The Contractor will comply with any provision regarding transportation of products/materials according to applicable Law, promptly providing under Principia's request a copy of any documents and authorization.

7.3 The Contractor shall communicate, on Principia Energy request, an estimation of the foreseen quantities of waste generated by the packaging of the supply.

7.4 In case of supply of EEE, batteries, packaging or other products subject to specific HSE regulations, Contractor shall give evidence of all fulfilments required by local law. In particular, in the event the Contract calls for the supply of "EEE" or batteries, the Supplier shall comply with local Law, also in relation to the end-of-life management, including (if applicable):

- demonstrate to have adhered to an end-of-life recycling collective system recognized and valid for the Country where the EEE or batteries will be installed;
- demonstrate to be registered to the National Register of EEE or batteries Producers of the Country where the equipment will be installed;
- mark the EEE with appropriate symbol (in accordance with local standard).

7.5 In case of a country without specific Law about EEE recovery system, Principia Energy in agreement with the Contractor will evaluate how to proceed case by case.

8. CONSEQUENCES OF BREACHES REGARDING HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

8.1 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING HEALTH AND SAFETY PROTECTION

8.1.1 In the event Contractor breaches an obligation, provided by Law or by the Contract, on Health and Safety protection, the Contractor shall indemnify Principia Energy for any loss or expense that Principia Energy may sustain or incur as a consequence of:

- a) any Accident; and/or;
- b) any claim or suit brought by the individuals or entities affected by the Accidents; and/or
- c) any fine, penalty or sanction imposed by an authority to Principia Energy by reason of the Incident.

8.1.2 In the event Contractor breaches an obligation on Health and Safety protection, Principia Energy, at its sole discretion and to the extent not contrary to the applicable Law, may:

- a) suspend partially or totally Contract performance or a certain activity (depending on the H&S breach), for a number of days which correspond to the seriousness of the violation – or until the verification of any adjustments or corrective actions taken to address the violation - without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
- b) in case of a breach or whenever the Personnel behavior represents a risk for his/her own integrity or third parties, Principia Energy shall require Contractor to proceed with his/her immediate removal from Principia Energy Work Site and Contractor shall provide his/her replacement, and/or
- c) suspend payment of sums due to the Contractor, to the extent of 10% of the amounts accrued at the time of the HS breach, until the Contractor implements the remedy measures, and/or
- d) in the event of Fatal accident, suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from Qualification System or
- e) in the event of Fatal Accident, immediately terminate the Contract after Principia's written notice without any compensation and without any other prior formality nor court intervention, arbitration process or any other procedure being necessary, without prejudice of Principia's right to claim damages.

8.1.3 Principia Energy may proceed in actions as stated in sections 8.1.1 and 8.1.2 in cases such as below:

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- a) The staff has not the professional profile/professional competence required for the work in progress, e.g. electrical work, work at height, confined spaces, etc.
 - b) Risk assessment is not available (risks present in the workplace, the specific risks of the activity interferences for ex. Electrical lines, mechanical works, etc.).
 - c) PPE and CPE available in the work area; they are neither efficient nor suitable (marked/certified according to the reference standard). Additionally, PPE specific to current activities are not worn and used correctly.
 - d) The work equipment (e.g. tools; vehicles) is not used correctly.
 - e) Vehicles/machinery (trucks, cranes, excavators, baskets, etc.) are not authorized and adequate for the job, maintained, undamaged, functioning, certified, checked according to the periodic legal checks.
 - f) Tools/Vehicles, are not authorized, correctly used and stable with respect to the ground (if owned by Principia Energy they have been formally delivered to the contractor).
 - g) The standards, operational procedures and HSE Terms and requirements are not respected for the electric activities being performed (dead line or live line).
 - h) The PPE for protection against risks depending on the activity available on site, are not efficient ,not suitable (complete, intact, marked/certified in accordance with standards/reference standards, etc.) and not worn/used correctly.
 - i) The devices for verifying the absence of voltage are not in place and not in good condition (not suitable for use, complete and intact).
 - j) The scaffolding is not correctly constructed and/or used (on a visual examination, check the stability guaranteed by the bases at the lower extremities, the plane, the verticality).
 - k) The safety data sheets for chemicals are not updated, present in the workplace and made available to workers.
 - l) In the case of activities that may cause fire (e.g. welding, cutting, use of the cutter) the Hot Work Permit is not available on site and respected.
 - m) First aid and recovery equipment for confined spaces are not present, suitable and efficient. Prescribed breathing apparatus are not available, they are not in good condition and they do not respect required standards/regulations.
 - n) The Work and Emergency Plan has not been posted at the entrance of the confined space subject of the activity.

8.2 REMEDIES FOR VIOLATIONS OF THE RULES REGARDING ENVIROMENTAL PROTECTION

8.2.1 In the event Contractor breaches an obligation, as provided by Law or by the Contract, on Environmental protection, the Contractor shall indemnify Principia Energy for any loss or expense that Principia Energy may sustain or incur as a consequence of:

- a) any Environmental Event, and/or
- b) any claim or suit brought by the individuals or entities affected by the Environmental Event, and/or,
- c) any fine, penalty or sanction imposed by an authority to Principia Energy by reason of the Environmental Event.

8.2.2 In the event Contractor breaches an obligation, as provided by Law or by the Contract, on Environmental protection, Principia Energy, at its sole discretion, and to the extent not contrary to the applicable Law, may:

- a) suspend, for a number of days which correspond to the seriousness of the violation - or until the verification of any adjustments or corrective actions taken to address the violation - the execution of any contractual works or a certain activity (depending on the Environmental breach) without this giving the Contractor any right to extend the deadline for completion of the works or payment or compensation of any kind, and/or
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b) suspend payment of sums due to the Contractor, to the extent of 10% of the amounts accrued at the time of environmental violation, until the Contractor implements the changes to its environment management system as required by Principia Energy, and/or

c) suspend the Contractor and/or its Subcontractors and/or Contractor's Affiliates from Qualification System;

8.2.3 Principia Energy may proceed in actions as stated in sections 8.2.1 and 8.2.2 in cases such as below:

a) Forgery of documents required by Law relating to environmental issues

b) Starting activities without all the necessary authorizations regarding environmental aspects

c) Failure to immediately make adequate mitigation measures in case of environmental event/damage.

d) Lack of preventive measures aimed to prevent soil contamination (eg. Mixer truck washing, containment tanks for diesel tanks)

e) Protection measures are not correctly adopted to mitigate any spill of oil or other pollutants.

f) Waste management without authorization or not in compliance with the authorization or applicable regulation.