



“LEONARDO INFO & EASY (E-mail Alert System)” Terms and Conditions of Service

1. Description of the Service

1.1 **LEONARDO INFO** is a system of information relevant to the fleet classed by RINA.

LEONARDO INFO is organized in two domains:

- “Public”, it supplies general data on the entire RINA fleet.
 - “Private”, available only to the RINA clients on request, it shows the status of certifications and surveys, checklists, survey reports, technical data, historical data relevant to the client's fleet only.
- 1.2 **EASY** (E-mail Alert System) consists in an e-mail message that is sent to the Contracting Party (Ship Owner, Ship Manager, Time Charterer) at the approach of a survey deadline. The service is available for each ship separately in yearly subscription.

2. Technical Specifications

2.1 **LEONARDO INFO**, available from the main page of RINA website, or directly from the URL <https://www.leonardoinfo.com/>, gives access to data and documents relevant to the client's fleet, organized in four different domains:

1. Data
2. Status
3. Documents
4. History

In “Data” the following information are available:

- Ship general data (General Info)
- Basic data and general data relevant to the class (Fundamental / Class)
- Data relevant to Hull, Load line, Tonnage (Hull/Load Line/Tonnage)
- Data relevant to propulsion and electrical plant (Propulsion/ Electrics)
- Data relevant to the Owner (Present Owners)

In “Status” the following information are available:

- General Class data (Class)
- List of certificates issued with expiry dates (Certificates)
- List of surveys with due dates (Surveys)
- List of Continuous survey items with due dates (Continuous)
- Class and Statutory recommendations and memoranda (Recomm/ Memor).

In “Documents” the following information are available:

- Report of the last “Job” completed (Endorsement Sheets)
- The current status of the surveys (Current Status)
- List of the certificates issued and of the certificates in course of validity (Certificates).
- Survey checklists(Checklists) – pls note: To date only checklists for class surveys are available.
- List of the hull and class items subject to inspection (Survey Element Lists)
- Ship technical card (Technical Form)

In “History” the following information are available:

- The history of the Endorsement Sheets and of the Narrative Reports issued (Job)

- The history of the survey status (Status)
- The history of the certificates (Certificates)
- The history of the survey reports: checklist, structural report, narrative report (Report)

The option "Request of Survey" allows to request a survey by sending a message that is automatically delivered to:

- the RINA office responsible of the port of survey
- the RINA Section responsible of the ship
- the sender (registered e-mail address for UID and PWD in use).

The activities deriving from this "Request of Survey" will be governed by the Classification Agreement existing between the Owner and RINA, included the provisions of the Rules for the Classification and the relevant General Conditions.

2.2 **EASY** reminds the Contracting Party, at a set period of advance notice, the expiration date (i.e. the last day available to carry out a survey) for a class survey and a survey relevant to a statutory certificate issued by RINA.

EASY sends a message containing: ship name, RINA number and the expiration date.

When a survey may be performed during a period of time on either side of the expiry date (the so-called "time window"), EASY sends a message at the set number of days before the start of the time window to inform the Contracting Party that the survey may be performed from that date on. The message also indicates the last date allowed to carry out the survey.

When for a survey no prior period of execution before the normal expiry date, as above indicated, is provided, EASY sends a message at the set number of days before the expiry date, containing also the last date allowed to carry out the survey.

EASY contains also the list of the surveys and/or recommendations expiring at the same date.

If, at the date of the message, there are surveys already requested or surveys performed with pending report, the message will contain the references to the surveys not yet reported (job number, date of access on board, port of visit, RINA office in charge).

3. Service Activation

3.1 Activation may be requested by returning the "LEONARDO INFO & EASY" application form, available in internet at the address www.rina.org, to the Commercial Process Control Section PCC (fax +39 010 5351525). The form shall be duly filled and subscribed pursuant to art. 1341 and 1342 of Italian Civil Code.

3.2 EASY may be tailored to each ship of the fleet, by specifying:

- Number of messages for each expiration date (maximum three),
- Number of days for the advance notice,
- Number of addressees (maximum three different addressees).

3.3 Service to a Contracting Party other than the Ship Owner is supplied on the condition that the Contracting Party has been authorized by the Owner to receive information on the ship.

3.4 Should the Contracting Party at any time during the period of validity of the requested service, lose the title of Ship Owner, or should the same lose the above authorization, immediate written notice must be given to RINA, which will immediately suspend the service. In these cases, the Contracting Party has the right to the refund for the period during which the service is not used.

3.5 LEONARDOINFO may be requested for a number of ships of the fleet by choice.

4. Duration of the Service and Termination

- 4.1 LEONARDO INFO – EASY will be provided for the period indicated by the Contracting Party in the application form. Both the Contracting Party and RINA may terminate the contract by giving at least 30 days written notice.
- 4.2 The Contract is valid for the period indicated in the application form. At the expiration the Contract will be intended automatically renewed unless termination notice is sent in writing at least 30 days before each expiration date. The contract will be immediately terminated in case of change of Ship Owner or of Ship Manager.

5. Involuntary Suspension of Service - Disclaimer

The Contracting party has no right to a refund for suspensions of service deriving from unintentional causes or from causes not depending on RINA, such as for example malfunctioning or interruption in sending or receiving e-mails, or for reasons of force majeure not depending on RINA's will, such as for example the suspension of the supply of electric power by the national network operator.

6. Terms and Conditions of Payment of RINA Fees

- 6.1 The Contracting Party shall pay the amounts owed to RINA as indicated in the application form within 60 days from the invoice date, by wire transfer on the account indicated in the invoice.
- 6.2 In the event of late payment RINA will apply interest at the legal rate increased by 1.5% pursuant to article 5, Dlgs No. 231, 9 October 2002.

7. Limitation of RINA Duties and Liabilities

- 7.1 The purpose of LEONARDOINFO-EASY service is to assist the Contracting Party in the process of monitoring the survey expiration dates. However, it does not replace the Contracting Party nor the Owner in the performance of their obligations of submitting a ship to certificate maintenance surveys, nor does the service act in order to guarantee that said obligations will be performed or to hold the said subjects harmless from these obligations.
- 7.2 Therefore the Contracting Party and/or the Owner remain the only responsible for any possible failure to comply with the class or statutory deadlines, nor are they entitled to claim from RINA any compensation for damages deriving from this. They also undertake to hold RINA harmless from each and any claim made by third parties in relation to said failure.
- 7.3 Without prejudice to the above, should RINA be found responsible for the failure or the irregular operation of the EASY service, RINA may be held liable exclusively for direct damages, which may not exceed the fee received from the Contracting Party for providing the service. Compensation for indirect damage or capital losses are excluded in all cases.

8. Duties of the Holder of User Name and Password

- 8.1 The holder of the Username and Password stated in "LEONARDO INFO & EASY" application form is the only person authorized to access the information of the Contracting Party account.
- 8.2 It is the responsibility of the Holder to maintain its User Name and Password secret, by complying with the following rules:
 - Never to disclose to anyone the User Name and the Password received;
 - Never to digit the User Name and the Password in the presence of strangers;
 - Keep note of the User Name and the Password in a safe place.

Should any of the above rules be breached, the Holder may request a new User Name and Password.

9. Personal Data. Consent To Relevant Processing ex Italian Legislative Decree 196/2003

9.1. The CLIENT declares to be aware of the Information on the data processing by part of RINA pursuant to Italian Law 196/03, that is published on RINA's website at the address [http:// www.rina.org/_files/pdf/info_clienti_privacy_20051107.pdf](http://www.rina.org/_files/pdf/info_clienti_privacy_20051107.pdf), and therefore gives his consent to the processing of his data also for the purposes of point 1 letter (c) of the said Information and through the use of automated call systems or electronic means as described in point 4 of the Information. Such consent may be revoked at any time upon request from the CLIENT.

10. Applicable Law and Court of Competent Jurisdiction

- 10.1 The relationship deriving from the contract for the supply of LEONARDOINFO - EASY service is governed by Italian law and any dispute deriving from the interpretation or application of the contract or the execution of the service will be referred to the exclusive competence of the Court of Genoa.
- 10.2 However, to settle disputes arising from the failure to pay the fees due to RINA, the latter may file suit with the competent authorities of the location where the Contracting Party is headquartered.

11. ORGANIZATIONAL MODEL, MANAGEMENT AND CONTROL - ITALIAN LEGISLATIVE DECREE N. 231/2001

The Client declares to be aware of the laws in force about the responsibility of the legal persons for crimes committed in their interest or to their own advantage by persons who act on their behalf or cooperate with them, such as directors, employees or agents (with particular reference to the Italian law, see the Legislative Decree No 231 dated 8th June 2001).

In this respect, the Client declares to have read and fully understood the "Ethical Code and Code of Conduct" published by RINA and available in the RINA Web site at the following address http://www.rina.org/_files/pdf/ethicalcode_missionvision_oct2006.pdf

The Client, in the relationships with RINA, guarantees to refrain from any kind of behaviour that may incur risk of entry in legal proceedings for crimes or offences, whose commission may lead to the enforcement of the aforementioned laws (with particular reference to the Italian law, see the a.m. Legislative Decree No 231). The Client also acknowledges, in case of non-fulfilment of the foregoing, the right of RINA to unilaterally withdraw from the contract/agreement even if there would be a work in progress situation, or to early terminate the contract/agreement. It's up to RINA to choose between the two a.m. alternatives and in both cases a registered letter will be sent with a brief sum up of the circumstances or of the legal procedures proving the failure in following the requirements of the a.m. legislation.

In accordance with the "Organizational Model" adopted by RINA Services S.p.A., it is forbidden to all employees and co-operators to:

- a) receive any kind of commission, percentage or benefits of any possible kind;
- b) start and maintaining any kind of business relationship with Clients that could cause conflict of interests with their task and/or function covered on behalf of RINA;
- c) receive gifts, travel tickets or any other kind of benefits different from money compensation, that could exceed the ordinary business politeness.

Violation of the a.m. principles allows RINA to early terminate the contract and to be entitled to claim compensation for losses, if any.