

GENERAL CONDITIONS SERVICES

SPIMELUX S.A.

A. General conditions governing the execution of the import/export transport mandate and ancillary operations.

Art. 1 - Assumption of assignments.

1.1. Spimelux undertakes assignments under the conditions, regulations and rules applied by the shipping companies and/or airlines and/or land, rail, river, multimodal and/or other carriers, companies and port or warehousing entities, both Italian and foreign, whose services are requested by Spimelux on behalf of its Customer and by virtue of the assignment received.

Art. 2 - Obligations and limitations of liability of Spimelux Srl.

2.1. Spimelux undertakes to perform the assignment entrusted to it with diligence.

2.2 Spimelux has the right to dispatch the goods, grouping them with other goods, unless otherwise ordered in writing by the customer.

2.3. Spimelux accepts no liability for the interpretation of instructions given verbally or by telephone by the Customer that have not been confirmed in writing.

2.4. Pursuant to and for the purposes of Article 1717 of the Civil Code. Spimelux is entitled to substitute others for itself in the execution of the mandate.

2.5. Spimelux is not obliged to check or draw the Customer's attention to the existence of legal or official impediments to the shipment.

Spimelux is not obliged to check the existence, integrity and adequacy of the packaging of the goods entrusted to it for shipment and is not liable for damage of any kind suffered by unpacked or inadequately packaged goods.

2.6. Spimelux is not obliged to make the "declaration of interest in redelivery" referred to in Art. 22 of the Warsaw Convention 12-X-29 and Art. 46 COTIF-CIM, nor is it obliged to declare the value of the goods to the carrier in accordance with Art. 26 CMR, 4.5 lett. a) Brussels Conv., 423 and 952 of the Brussels Code of Navigation and other national regulations or international conventions, unless it is expressly requested to do so in writing by the Customer.

2.7. Spimelux is not obliged to insure the goods entrusted to it for shipment unless explicitly requested to do so in writing by the Customer. In the latter hypothesis, Spimelux shall take out insurance under the general and particular conditions of the policies issued by the Insurance Companies chosen by it. In the absence of exact specification by the Customer of the risks to be insured, it is understood that only ordinary risks shall be covered. Should the insurance be taken out by the sender or the consignee, the Customer

undertakes to ensure that the insurance conditions exclude the insurer's right of recourse against the aforementioned company.

2.8. The transit time is that notified by the carrier that will perform the maritime transport and is merely indicative and non-binding, being subject to the variables of each individual voyage as well as to the general policy conditions applied by the maritime carrier itself.

Spimelux consequently assumes no liability whatsoever in the event that the actual transit time exceeds the indicative forecast.

2.9. The Customer's goods and packaging must be in order with regard to labelling and must not bear false or misleading marks, signs or other indications of origin or provenance, in accordance with the Madrid Agreement on the repression of false or misleading indications of origin, Law 350 of 24.12.2003 art. 4 paragraphs 49 and 49 bis, as well as Decree-Law 135 of 25.9.2009 art.16, converted into Law 166/2009.

Art. 3 - Validity of prices and conditions.

3.1. The prices and conditions offered by Spimelux are valid only if accepted by the Customer for the immediate execution of the relevant mandate, subject, however, to any variations that may occur in the conditions and rates of the companies, carriers and entities whose services are to be used in the interests of the Customer, as well as in the cost of labour or exchange rates.

3.2. The Customer is obliged to indemnify and hold harmless Spimelux Srl from payment of customs duties and services rendered by Customs personnel, pursuant to Art. 3 D. Lgs.374/1990 for operations carried out outside the opening hours of the offices or outside the customs circuit, as well as costs related to stops and demurrage and port charges.

Art. 4 - Dangerous goods

4.1. Spimelux shall not take delivery for shipment of dangerous goods that may cause harm to people, animals or things, except by prior written agreement, in which in any case the Customer shall release the Company from any form of liability. Dangerous goods" means:

goods classified as such by national, Community or international regulations, goods subject to IATA or ICAO restrictions or goods that are subject to rapid deterioration or decomposition.

If such goods are entrusted to the said company without the aforementioned agreement, the said company shall have the right to reject them or, if the circumstances so require, to sell them or even to destroy them, and the Customer shall be liable for all damaging consequences and to bear all costs that may result therefrom.

Art. 5. - Obligations and responsibilities of the Client

5.1. The Customer shall specify the nature of the goods, the number, quantity, quality and content of the packages, their gross weight, dimensions and any other information useful for the execution of the order.

5.2. The Customer must deliver to Spimelux goods packaged and marked appropriately and in any case in accordance with commercial usage, in any case in such a way as to allow the nature and characteristics of the goods to be easily and unambiguously identified.

5.3. The Customer shall be liable for all damaging consequences arising from the omission, inaccuracy or imprecision of the above indications as well as from the lack, insufficiency or inadequacy of packaging or the failure to indicate on the packages the necessary precautions for their handling and lifting.

The Customer is obliged to send Spimelux, in good time, clear and precise instructions regarding transport, as well as the documents necessary for the acceptance and dispatch of the goods. In the absence of instructions, or in the event of unintelligible and/or unworkable instructions, the company shall act according to its own discernment, in the best interests of the Customer.

5.4. The Customer is obliged, unless otherwise agreed in writing, to advance to Spimelux the means necessary for the execution of the mandate and for the fulfilment of the obligations which, for this purpose, the said company has assumed and/or shall assume in its own name and on behalf of the Customer. In the event that Spimelux advances the necessary funds, or the amounts requested do not reach it in a timely manner, Spimelux will be liable to the Customer for any exchange losses, in addition to the normal fees, the commission for the advance of funds and interest at the rate of 5%.

Art. 6 - Deposit regulations

6.1 Any storage of goods entrusted to Spimelux for shipment shall be carried out, at the latter's choice, in its own premises or in those of third parties, whether public or private. In the case of storage of the goods on the premises of a third party, the same conditions in force between Spimelux and the Customer shall apply as between the said company and the third party warehouse keeper.

6.2 The liability of Spimelux, as the warehouse keeper, shall be limited solely to cases of gross negligence and/or wilful misconduct on the part of Spimelux, its employees or agents. Anyone who is on the premises of Spimelux or in the place where it carries out its operations shall abide by and act in strict accordance with the security regulations in force issued by the competent authorities or by the company, in order to guarantee order and security.

Art.7 -Terms of payment.

7.1. Spimelux invoices shall be issued upon completion of each individual shipment and/or service. Payment shall be made 30 (thirty) days from the date of the invoice unless other terms are agreed.

7.2. Any customs duties and duties shall be paid upon presentation of the relevant invoice or equivalent documentation.

7.3. From the term of 31 days from the date of the invoice, the Customer shall be liable to pay, pursuant to and for the purposes of Legislative Decree No. 231/2002 as amended by Legislative Decree No. 192/2012, interest on arrears to the extent provided for by law, in addition to compensation for damages and recovery costs. In the event of any dispute, the invoice shall be immediately returned to the offices of said company by the Customer, accompanied by the relevant exceptions.

Art. 8 - Inability to perform the dispatch order

8.1. Events which are not caused by Spimelux and/or its employees or agents, but which prevent Spimelux from fulfilling its obligations in whole or in part (including but not limited to wars, earthquakes, floods, insurrections or popular uprisings, fires, strikes and lockouts, as well as all causes of force majeure and/or exonerating events provided for by international conventions) shall exempt the company from liability for the period of their duration with regard to the orders affected by these events. In such cases, Spimelux shall

have the right to withdraw from the contract even if it has been partially performed, and the Customer shall have the same right. In the event of withdrawal, it is understood that the Customer shall reimburse Spimelux for all costs incurred by the latter

incurred (including but not limited to transport, storage rental, storage, parking, insurance and/or delivery) even if necessitated by events of force majeure.

Art. 9 - Waiver of Warrant

9.1 By way of derogation from the provisions of art. 1727 of the Italian Civil Code, Spimelux shall have the right to renounce the mandate given to it at any time, even if there is no just cause. The said company shall, in any case, be reimbursed for all expenses incurred up to the time of renunciation.

Art. 10 - Privilege and right of retention

10.1 Spimelux has a privilege and right of retention over the goods entrusted to it against the Customer for any claims, whether they are due or not. The aforementioned rights may also be asserted against the other parties entitled to the goods (consignor and/or consignee and/or owner of the goods if different from the Customer).

Art. 11 - Liability of the agent.

Spimelux shall be liable for damages according to the rules of the mandate.

B. General conditions of the contract of carriage.

Art. 12. Compliance with regulations.

12.1. The stipulation of transport contracts with Spimelux shall take place, except for individual written contracts, on the basis of the following general conditions and in compliance with the provisions of Legislative Decree 286/05 as amended and in accordance with the road traffic safety regulations set out in articles 61 (gauge limit), 62 (mass limit), 142 (speed limit), 164 (load arrangement), 167 (carriage of goods on vehicles and trailers) and 174 (driving time) of the Highway Code (Legislative Decree 285/92).

12.2. The Customer undertakes to give Spimelux instructions that are compatible with compliance with these regulations, both with regard to the quantities of goods loaded on each vehicle and with regard to the timing of delivery.

12.3. In the event of force majeure (cargo control, inspection, administrative, customs and tax inspections) or the interruption of transport due to unforeseeable circumstances or force majeure, Spimelux is authorised to have the goods stored at the expense of the Customer. Spimelux is in any case entitled to reimbursement of the costs incurred.

Art.13 - Identification of the goods transported

13.1. The quantity and quality of the goods to be transported shall be identified in the individual transport orders. Spimelux undertakes to transport the quantities of goods in relation to which the Customer shall, from time to time, send him a request for transport with adequate advance notice.

Art.14. Place of delivery and redelivery of the goods

14.1. The Customer undertakes to notify Spimelux in writing of the confirmation of the request for transport for each individual order, as well as to indicate precisely, in accordance with Art. 1683 of the Civil Code: the place of acceptance of the goods, the place of destination of the goods, the details of the consignee, the nature, weight, quantity and number of things to be transported, the type, any special requirements relating to transport.

14.2. Spimelux shall inform the Customer in writing from time to time of the maximum times for loading and unloading the goods.

If it is intended to proceed to a change in the places of acceptance by the Customer of the goods covered by the contract or the places of redelivery of the same goods to the Consignee(s), the Customer undertakes to notify Spimelux in writing of these in good time before the completion of the transport service.

Art. 15. Consideration.

15.1. In return for the performance of each of the transport services referred to in the preceding articles, the Customer is obliged to pay Spimelux the fee that will be agreed from time to time through the transmission by Spimelux of an offer and the acceptance, even tacit, of the Customer, which is explicit in the assignment, in addition to the legal charges (except for specific rates agreed between the parties).

Art. 16. Use of sub-carriers

16.1. In the event that Spimelux must use sub-carriers to carry out its assignment, Spimelux shall take on the charges and responsibilities borne by the customer in connection with the verification of the regularity of the sub-carrier, responding directly in accordance with and for the purposes of paragraph 4-ter of art. 83-bis of decree-law no. 11 of 25 June 2008, converted with amendments by law no. 113 of 6 August 2008, and subsequent amendments. Spimelux also undertakes to indemnify and hold harmless the Customer from any damage and/or claim for compensation that may arise for any reason from the actions of the sub-carrier. The indemnity shall also be considered extended to any direct actions pursuant to Article 7 ter of Legislative Decree 286/2005 as amended and supplemented for requests for greater compensation, or other, proposed by the sub-carrier.

16. 2. The Sub-Carrier declares that goods are transported in compliance with the indications contained in the registration certificate of the vehicle used to transport the same, as well as in compliance with the provisions of the Highway Code (Legislative Decree no. 285 dated 30.04.1992), and subsequent amendments, and in particular in compliance with articles: 61 (gauge limit); 62 (mass limit); 142 (speed limits); 164 (positioning of load on vehicles); 167 (transport of goods on motor vehicles and trailers); 174 (driving and parking times).

16.3. The goods will be loaded directly by the client's staff and/or the consignee of the same, therefore the Sub-Carrier hereby waives any claim for compensation and/or indemnity if its own vehicle and/or employees are damaged during the execution of the above operations. In compliance with the ministerial decree implementing art. 6 bis of Legislative Decree 286/2005, the parties agree that in order to carry out the transport of goods, the waiting time at the loading/unloading places, including the agreed transport fee,

is set at 3 hours; this count will be excluded as provided for by art. 3 of the aforementioned ministerial decree, the time for the material performance of loading/unloading operations and any consequent waiting time, as well as all suspensions of activities due to trade union or meteorological causes.

In the event of exceeding the aforementioned allowance period, the carrier shall be entitled to compensation of €40.00 for each hour or fraction of an hour of delay.

The parties shall identify the maximum times for the material performance of loading and unloading of the goods transported as 3 hours and 3 hours respectively. These times are understood to be included in the transport tariff agreed between the parties. Once these times are exceeded, subsequent times are payable according to the methods agreed between the parties from time to time, insofar as they do not depend on causes attributable to the Sub-carrier and on condition that the Sub-carrier itself has immediately notified the client.

16.4. Sub-carrier declares, with reference to the actions of its drivers, compliance with collective and individual labour agreements, social security and welfare regulations, and regulations on road haulage for third parties. Pursuant to paragraphs 4 bis and 4 sexies of Article 83 bis of Law Decree no. 112 of 25.06.2008, the Sub-Carrier shall, at the time of signing this contract, deliver to the Principal Carrier the certificate of regularity of contributions (DURC) issued by the competent bodies on a date no more than three months prior to the date of signing this contract, showing that the company is in order as regards the payment of insurance and social security contributions. It is specified that failure to deliver this document will constitute legitimate grounds for refusal of payments due to the carrier. The Sub-Carrier undertakes to directly carry out, with its own entrepreneurial organisation, the services covered by this transport contract and the other obligations undertaken towards the Principal. The Sub-Carrier is also expressly obliged to report on the transport documents any apparent defects of the goods delivered to it as well as any irregularities in the packing and/or stowage of said goods. In the event of omission, the carrier shall in any case be required to pay all direct and indirect damages connected with damage, loss and failure of the goods taken over. In the execution of transport, the Sub-carrier must possess and maintain in force the Register of Road Haulage Companies Licence for Third Party Carriers, Driving Licence, Vehicle Registration Certificate, vehicle inspection, third party liability and third party liability insurance policies.

16.5. The Carrier undertakes to accept ADR transports using only drivers and vehicles authorised for such transport, complying with the general and special regulations on the transport of dangerous goods as well as the provisions of Legislative Decree 81/2008

16.6 In the event of damage and/or shortages and/or theft and/or mishandling and/or delays relating to the goods transported, the liability of the Sub-Carrier is that established for national transport by article 10 of legislative decree 286/05, which amended article 1696 of the Italian Civil Code, while for international transport it is that established by the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR). However, the parties agree as of now that the Sub-Carrier shall in any case be obliged to pay the Customer the same sums that the latter is called upon to pay and/or compensate third parties, including any other sum that said third parties may charge to the Customer, due to the carrier's gross negligence or wilful misconduct, for any reason whatsoever. The transport documents (CMR/DDT) will be the sole evidence of the correct delivery of the goods and the affixing of contradictory reservations on such documents must in any case indicate the nature of the loss or damage at the time of receipt of the goods, attributable to apparent damage.

16.7 The Carrier declares, for all legal purposes, to be a professional entrepreneur who, with the organisation of the necessary means and at his own risk, carries out the activity of carriage of goods for

third parties. The Carrier therefore declares that the present contract can never be considered as a contract of employment.

16.8 Pursuant to Art. 6 - ter no. 3 of Legislative Decree 286/2005 as amended by Law 190 of 22 December 2014, it is forbidden for the Sub-Carrier to entrust another carrier with the performance of the transports under this contract. The Sub-Carrier therefore undertakes to directly perform, with its own entrepreneurial organisation, the services covered by the transport contract and the other obligations undertaken. In the event of breach of this prohibition, the Sub-Carrier shall be held directly liable for any damage to the goods subject of the entrusted transport services, with the obligation to compensate the full value of the damaged and/or stolen goods, notwithstanding the provisions of article 1696 of the Italian Civil Code and article 23 paragraph three of the CMR Convention. Moreover, in the case of assignment of the trip to third parties, the Sub-carrier declares to indemnify the Customer against third parties, who may take direct action against the same, pursuant to the provisions of article 7-ter of legislative decree no. 286 of 2005, as amended by law no. 127/10.

The sub-carrier undertakes to treat as confidential and reserved all information of a technical, operational, commercial, economic and financial nature as well as all documents received from the other party or of which it may become aware in the performance of the Contract. By signing this Contract, the sub-carrier also declares that it expressly gives its consent to the processing of data pursuant to and in accordance with article 13 of Legislative Decree 196/2003 and article 13 GDPR 679/16.

16. 10 It is in any case forbidden for Sub - Carrier to contact directly, even through intermediaries, the principals of the Transports (whether consignors or consignees) that the Principal entrusts to it in execution of this agreement. And this both for the entire duration of the same and for the following two years. Should the carrier breach this prohibition, it shall pay a penalty in favour of the principal, in relation to which it acknowledges itself as debtor and by way of compensation for damages in the amount of €25,000 for each customer, without prejudice to any and all wider protection of its rights. The client shall also have the right to request the carrier, during the execution of the contract, to be its exclusive agent with consequent prohibition to carry out transport on behalf of other parties that, due to characteristics and type of goods transported, may be in competition with it.

16.11 The Sub-Carrier guarantees to: (1) verify that the quantity (number of packages) and the quantity (type) of goods loaded on board the vehicle correspond to what is reported in the transport documents, reporting any anomalies found during loading; (2) check the condition of the goods/packages (integrity), (3) verify and guarantee the suitability of the stowage and anchorage of the goods in the vehicle; (4) guarantee that the loading surface and vehicle cover are suitable to ensure that the load is not damaged. Upon completion of the above loading operations, the Sub-Carrier shall sign the transport document, consequently assuming responsibility for the goods loaded in compliance with the specifications indicated in the document.

16.12 The Sub-Carrier must accept that during stopovers the vehicle/trailer/loading area is locked, sealed, with anti-theft device inserted and parked in the appropriate guarded/monitored areas, according to safety regulations for the safeguard of the load and vehicle. In the event of accidents, theft, damage, of any kind, differences in loading, delays, difficulties in unloading, the Sub-Carrier must immediately notify Spimelux in writing of what has occurred. It is absolutely forbidden to tranship goods unless authorised by us.

16.13 The due dates of 31/08 and 31/12 shall be automatically extended to the 12th day of the following month. Invoices on which our reference number is not indicated will be rejected. Additional costs such as fixed charges, Ri.Ba. fees, etc. will not be accepted. If we do not receive the original CMR within 40 days

from the date of transport, we shall not be liable for payment of the invoice. The claim arising from this contract is not assignable to a third party. The Parties agree that the Sub-carrier will definitively and irrevocably forfeit the right to raise any reserves, exceptions, objections and observations on the conformity of the consideration with the regulatory provisions and/or the agreements contained in this agreement, if it does not send the Customer a registered letter with return receipt containing said specific and detailed reserves, exceptions, objections and observations, no later than 90 (ninety) days from the date of issue of the invoice relative to the contested consideration.

16.14 - Sub-carrier acknowledges that it has taken out insurance cover with a leading insurance company for carrier liability pursuant to Art. 10 (Limits to compensation for loss of or damage to goods transported) of Italian Legislative Decree no. 286 of 21/11/2005, for loss of or damage to goods up to a limit of €1.00 (euro one/00) per kilogramme of gross weight of goods lost or damaged for national transport and per claim. For international transport, the insurance cover for carrier liability is that established by the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR). The Parties expressly establish that the limits envisaged in this article shall in no way exclude the Principal's right to full compensation for damages in the event of wilful misconduct and/or gross negligence on the part of the Sub-carrier.

16.15 Any agreement modifying these conditions must be made in writing, under penalty of invalidity pursuant to art. 1352 of the Italian Civil Code, and in the absence of notice of cancellation by the Sub-carrier to be sent by e-mail within 30 minutes of receipt, the load is understood to be accepted and confirmed

16.16 For all matters not expressly provided for herein, this relationship is governed by the National Collective Agreement and by the provisions of law applicable to the carriage of goods by road and, in particular, by those of articles 1678 et seq. of the Italian Civil Code, Law no. 32 of 1 March 2005 and Legislative Decree no. 286 of 21 November 2005, as well as by Law no. 133 of 6 August 2008 and subsequent further additions and amendments including Law no. 190 of 23 December 2014.

GENERAL CONDITIONS VALID FOR ALL SERVICES

Art.17 - Applicable Law and Jurisdiction

17.1. For all matters not expressly governed by this contract, the Parties agree that Italian law shall apply.

Art.18 - Authorisation to process personal data.

18.1. Pursuant to Article 13 of EU Reg. 2016/679, Spimelux informs the Customer that the data concerning him/her will be processed in accordance with the aforementioned regulations for administrative, management, commercial and promotional purposes and to ensure the proper performance of the services set out in this Contract. The data shall be processed mainly by electronic and computerised means and stored both on computer and paper supports and on any other type of suitable support, in compliance with the adequate security measures adopted pursuant to the aforementioned regulation. The provision of such data is compulsory and their incomplete or inaccurate provision may result in the non-execution or partial execution of the relationship governed by this Contract.