

GENERAL CONDITIONS OF THE INDIVIDUAL PERFORMANCE AGREEMENT FOR TRANSPORT BY SUBCONTRACT CARRIERS

Clause 1 - The Subcontract Carrier (hereinafter, the Carrier) does hereby state that the transport of said goods shall be performed in compliance with the provisions contained in the registration certificate of the vehicle used for their carriage, besides abiding by the provisions of the Motor Vehicle Code (Leg. Decree no. 285 of 30.04.1992) and subsequent amendments, specifically abiding by the following Articles: 61 (clearance gauge); 62 (mass limit); 142 (speed limit); 164 (arrangement of goods on the vehicle); 167 (carriage of goods on motor vehicles and trailers); 174 (driving and turnaround times).

Clause 2 - The goods shall be loaded directly by the Principal's customer and/or the consignor thereof. Therefore, the Carrier shall henceforth waive any rights to claim compensation for damages and/or indemnity should their vehicle be damaged and/or their employee sustain any personal injuries in the performance of the aforesaid operations. In compliance with the Ministry Decree implementing Art. 6 *bis* of Leg. Decree no. 286/2005, the Parties hereto agree that, with a view to the carriage of goods, the turnaround time at loading/unloading places, including the remuneration agreed upon for carriage, shall be established as no. 2 hours of turnaround time, excluding the time required for the actual performance of loading/unloading operations and any subsequent waiting time as well as any downtime due to Trade Union activities or weather conditions, pursuant to Art. 3 of the aforesaid Ministry Decree.

The Parties agree to set maximum time requirements for the performance of loading and unloading operations for the carried goods as no. 3 hours and no. 3 hours, respectively. Remuneration for the said times is included in the carriage remuneration agreed upon by the Parties. Any time periods exceeding the said times shall be paid according to the payment methods and conditions agreed upon by the Parties each time, insofar as they do not arise from any reasons attributable to the Carrier and provided that the Carrier has promptly informed the Principal thereof. By accepting the Transport Contract for single service, the Sub-carrier also expressly accepts the application of the following penalties:

- in case of cancellation of the order without a valid reason and without providing an alternative solution within 24 hours before the loading time, a charge of € 300.00 will apply;
- For failure to load, the sum of € 300.00 will be charged.

Clause 3 - With reference to the performance of their drivers, the Carrier does hereby state their compliance with individual and collective employment agreements, health and welfare regulations as well as any regulations governing the carriage of goods for hire and reward. Pursuant to subsections 4 *bis* and 4 *sexies* of Art. 83 *bis* of Law Decree no. 112 of 25.06.2008, upon signing the agreement herein the Carrier shall submit the relevant DURC (Unified Tax Compliance Certificate) to the Principal Carrier. The Certificate shall be issued by the competent authority and the date thereof shall not be over three months prior to the execution hereof, proving that the company fully complies with mandatory welfare and health insurance tax payments. Please note that failure to submit the said certificate shall be lawful cause to refuse any payments due to the Carrier. The Carrier does hereby pledge to perform the activities entrusted with this carriage agreement and fulfil any other obligations towards the Principal, availing themselves of their own business resources. Furthermore, the Carrier shall expressly be bound to record any apparent defects of the goods being entrusted as well as any non-compliant packaging and/or storage of the said goods on the relevant transport documents. If failing to do so, the Carrier shall pay compensation for any direct and indirect damages, loss or breakage of the goods being collected. When performing carriage activities the Carrier shall hold a Licence issued by the Road Haulage Register for the carriage of goods for hire and reward, a driving licence, the registration certificate of the vehicle, vehicle inspection certificate, vehicle and carrier liability insurance, and maintain the validity thereof.

Clause 4 - ADR agreement transport - The contracted Carrier does hereby agree to accept ADR goods transport, exclusively entrusting the transport of dangerous goods to qualified drivers on approved vehicles for ADR transport, in compliance with general and special regulations on the transport of dangerous goods as well as the provisions set forth in Leg. Decree no. 81/2008.

Clause 5 - In the event of damage and/or loss and/or theft and/or inconvenience and/or delays concerning the carried goods, the Carrier's liability shall be as provided for by Art. 10 of Leg. Decree no. 286/05, amending Art. 1696 of the Italian Civil Code, as for national transport, whereas liability for international transport is governed by the Convention on the Contract for the International Carriage of Goods by Road, 1956 (CMR). However, the Parties henceforth agree that the Carrier shall have to pay the Principal the same amounts that the latter would pay and/or refund as compensation to any third parties, including any other amounts that said third parties might charge due to the Carrier's gross negligence or wilful misconduct, for any reason. Transport documents (i.e., CMR/Delivery Note) shall be exclusive proof of the proper delivery of the goods and recording any contrary claims on those documents shall include the nature of the loss or fault noticed upon receiving the goods and arising from apparent damage.

Clause 6 - Any amendments to the agreement herein shall be made after specific negotiations and recorded in a written agreement, duly signed by both Parties.

Clause 7 - As stated hereby for all legal purposes, the Carrier is a professional entrepreneur performing the carriage of goods for hire and reward at their own risk, arranging the use of their vehicles as required. As a consequence, the Carrier does hereby state that this agreement shall not be considered as a labour

contract under any condition.

Clause 8 - Pursuant to Art. 6 - *ter* no. 3 of Leg- Decree no. 286/2005, as amended by Act no. 190 of 22 December 2014, the Carrier is forbidden to assign the performance of the transport agreed upon hereby to any other carrier. The Carrier shall therefore directly perform the transport activities and fulfil all the obligations as per this agreement using their own business facilities. In the event of any breach of the aforesaid prohibition the Carrier shall be considered directly liable for any damage to the goods carried as per the agreement herein, and obliged to fully refund the value of the damaged and/or missing goods, as an exception to the provisions set forth in Art. 1696 of the Italian Civil Code and Art. 23, sub 3, of CMR Convention. Also, should the carriage be assigned to any third parties, the Carrier does hereby indemnify and hold harmless the Principal towards any third parties who might put forward any claims against the latter, pursuant to Art. 7-*ter* of Leg. Decree no. 286/2005, as amended by Act no. 127/10.

Clause 9 - The Parties shall consider all technical, operational, business, economic and financial information as strictly reserved and confidential and handle any documents received from the other Party or disclosed in the performance of the Agreement herein with the same confidentiality. Furthermore, by executing this Agreement the Carrier does expressly consent to personal data processing, pursuant to and in accordance with Art. 13 of Leg. Decree no.196/2003 and Art. 13 of GDPR no. 679/16.

Clause 10 - Under any and all circumstances the Carrier shall be strictly forbidden to make direct or indirect contact with the customer - whether sender or recipient of the goods that the Principal shall entrust to the Carrier under this agreement. The aforesaid provision shall apply throughout the term of validity hereof and in the following two years. In the event of any breach of this prohibition a compensation for damages shall be due and payable to the Principal, whereby the Carrier shall pay a penalty of EUR 25,000 per customer, without prejudice to any legal action that might be brought forward to protect the Principal's rights. The latter shall also be entitled to request the Carrier to sign an exclusive agreement during the performance hereof, whereby the Carrier shall be forbidden to carry goods on behalf of any third parties which might be considered the Principal's competitors, according to the features and type of the carried goods.

Clause 11 - The Carrier does hereby guarantee to: (1) check that the quantity (no. of packages) and quality (type) of the goods loaded on the vehicle match the details recorded in the transport documents, and report any inconsistency or faults identified during loading operations; (2) check the condition of the goods/packages (wholeness); (3) check and ensure suitability of stowage and securing goods on the vehicle; (4) make sure that the bay plan and vehicle cover are suitable to prevent any damage to the consignment. At the end of the aforesaid loading operations the Carrier shall sign the transport document, thereby accepting full liability for the goods loaded in compliance with the specific instructions laid out in said document.

Clause 12 - The Carrier shall make sure that the vehicle and the trailer/cargo area are locked, sealed and parked in the dedicated guarded/video surveilled areas and that the vehicle security system is armed during stopovers, in compliance with cargo and vehicle safety regulations. In the event of accidents, theft, damage of any kind, inconsistency found during loading, delays or difficult unloading operations, the Carrier shall promptly report the occurrence to Spimelux in writing. Goods trans-shipment is strictly forbidden without our prior authorization.

Clause 13 - The periods ending on 31/08 and 31/12 shall be automatically extended to the 12th day of the following month. Any invoices not bearing our reference number shall be rejected. No additional costs, such as fixed duties or bank order charges and the like shall be accepted. Should we fail to receive an original copy of CMR within 40 days of carriage date we shall not pay the relevant invoice. No receivables arising from the agreement herein can be assigned to any third parties. The Parties hereto do hereby agree that the Carrier shall finally and irrevocably forfeit their rights to put forward any reservations, objections, disputes and counterclaims on the compliance of the remuneration with regulatory provisions and/or the conditions hereof should said specific reservations, objections, disputes and counterclaims not be supported by adequate factual proof and notified to the Principal by registered mail, return receipt requested, within and no later than 90 (ninety) days of the invoice issue date referring to the remuneration being challenged.

Clause 14 - The Carrier does hereby state that a carrier liability insurance policy was taken out by them with a major insurance company, pursuant to Art. 10 (Limits of compensation for loss of or damage to carried goods) of Leg. Decree no. 286 of 21/11/2005, for loss of or damage to carried goods with the limit of € 1.00 (one Euro/00) per kilogram of gross weight of the lost or damaged goods in case of national carriage and per single claim. As for international carriage, the carrier liability insurance coverage is as provided for by the Convention on the Contract for the International Carriage of Goods by Road, 1956 (CMR). The Parties hereto expressly agree that the single claim limits set forth herein shall not exclude the Principal's right to full compensation for damages in the event of willful misconduct and/or gross negligence by the Carrier.

Clause 15 - Any amendments hereof shall be agreed upon in writing, under penalty of nullity pursuant to Art. 1352 of the Italian Civil Code. Unless you send us notice of cancellation by e-mail within 30 minutes of the receipt thereof the cargo shall be considered as accepted by you and confirmed by us.

Clause 16 - As for any other provisions not expressly included herein, this agreement is governed by the National Collective Agreement and the applicable law provisions on the carriage of goods by road, with

special regard to the provisions set forth in Articles 1678 and foll. of the Italian Civil Code, Act no. 32 of 1 March 2005 and Leg. Decree no. 286 of 21 November 2005, as well as Act no. 133 of 6 August 2008 and subsequent additions and amendments, including Act no. 190 of 23 December 2014.

Clause 17 - The agreement herein shall be governed by Italian law. The invalidity of any of the clauses herein shall not affect the validity of the remainder of this agreement. Any disputes that might arise with reference to the validity, construction, performance or termination of the agreement herein shall be exclusively be settled by the Ascoli Piceno Law Court.