

1. Recitals

These General Conditions of Deposit and Logistics Activities (hereinafter "General Conditions") shall govern the obligations of the parties pursuant to contractual agreements stipulated by Schenker Italiana S.p.A. (hereinafter "Schenker") and pursuant to acts or facts carried out by employees, agents and subjects appointed by Schenker; the General Conditions also define the responsibility, if any, borne by Schenker, to the extent and according to the limits provided below.

The General Conditions of Deposit and Logistics Activities are published in digital format on the website:

<https://www.dbschenker.com/it-en>

2. Definitions

In addition to the terms and expressions defined elsewhere in the General Conditions, the terms and expressions indicated with a capital letter shall have the meanings attributed to them below. Terms and expressions defined in the plural shall also be understood as defined in the singular and vice versa.

- a) Assignment: the mandate given by the Principal to Schenker to carry out storage and/or logistics activities and/or perform one or more ancillary operations;
- b) Schenker: the entity that receives the Assignment and executes it through its organization;
- c) Principal: the entity that gives the Assignment to Schenker.

3. Scope of application

The Principal, either when acting on his own or when acting on behalf of third parties, also in the capacity of tax representative, explicitly agrees that the General Conditions shall apply to all the contractual and non-contractual relationships with Schenker and to all the actions and claims against it.

By entrusting the goods to Schenker, the Principal, on their own behalf but also on behalf of any other subject concerned in any manner whatsoever with the activity of deposit and/or logistics, accept the General Conditions, and any and every other regulation indicated in the waybills or in the other contractual documents, including offers.

In the presence of instructions that are conflicting or otherwise incompatible with the General Conditions and not expressly derogated and approved by Schenker in writing, such instructions shall be deemed not to have been given and, in any case, never approved by Schenker.

Any purchase conditions of the Principal shall not apply unless otherwise agreed between the Parties; however, any and every written agreement signed between subjects authorized for the purpose and with full powers shall always prevail.

4. Assumption/acceptance of Assignments

Upon the Principal's request, Schenker will issue written quotations, also via e-mail, containing, among other things, the description of the requested service and its price. The quotations will be deemed accepted, and the Assignment therefore conferred, through written acceptance of the same, also via e-mail, by the Principal.

In the absence of written acceptance and/or other written agreement between the parties, the quotation and the General Conditions will be deemed accepted by conclusive facts upon the handing over of the goods to Schenker.

The Principal authorizes Schenker to complete, on their behalf, all the necessary documents for the execution of the Assignment, including the completion or modification of the information contained therein and their storage, as well as the preparation and/or transmission to business partners and/or third parties of any document, application, declaration, instruction, order, reservation, or other communication.

Furthermore, the Principal authorizes Schenker to manage all data, including sensitive data, related to the goods subject to the Assignment, in order to allow the latter to perform any necessary administrative and/or operational tasks.

Schenker, unless otherwise agreed in writing, does not accept any Assignment related to dangerous goods that may harm people, animals, other goods, or things, or goods that are subject to deterioration, as well as valuables, coins, precious goods, works of art. For illustrative and non-exhaustive purposes, dangerous goods are understood to be those classified as dangerous by IATA, IMO, ICAO, or contemplated in the ADR/RID regulations.

In case the aforementioned goods should be entrusted to Schenker without prior agreement, or in case Schenker accepts the Assignment on the basis of wrong, incomplete or false information about the nature or value of the goods, Schenker shall have the right to terminate the contract or, where necessary, to refuse, deposit, or dispose of the goods, or even destroy them in case of danger. If any of the above mentioned events shall occur, the Principal shall be held liable for any consequent damage and costs incurred.

5. Principal's declarations and guarantees

The Principal guarantees and therefore declares:

- that the goods declared by Schenker as non-acceptable for the Assignment have been acknowledged as such by the Principal and that they have not been included in those entrusted to Schenker;
- that the nature of the goods and the number, quantity, quality, content of the packages, gross weight (including the weight of packages and pallets and gross encumbrance of the same), the dimensions and every other indication given are true and correct;
- that the packaging and labelling used, in relation to the contained goods and the storage method, are deemed suitable."

The Principal further explicitly declare to hold Schenker harmless from any damage, claim, or cost of any nature arising from the breach of the warranties above mentioned, as well as from the lack, insufficiency, or inadequacy of packing, from the lack of information on cargo and on packages about the necessary cautions to be used in handling and lifting the goods. This indemnity is also extended to any anomaly contained in the documents completed by Schenker on behalf of the Principal.

6. Payment terms

The payment terms for the services performed by Schenker are the following:

- at sight for customs duties;
- within and no later than 30 days, end of month of invoice date, for all other charges, also in application of the provision of paragraph 12 of art. 83-bis of Law 133/2008.

In the case of late payment, pursuant to and by effect of Legislative Decree 231/2002, interests on arrears will be applied at the ECB rate (in force at the moment of the payment request), increased by 8 percentage points.

In addition, non-payment of even a single invoice, or a fractioned invoice if contemplated, will result in lapse of the agreed benefit of term, with every relative consequence of law, and the application of interests on arrears at the above indicated rate.

Schenker has the faculty of offsetting credit accrued by the Principal in its favour on any grounds, including credit notes issued in its favour and indemnities for ascertained damages to goods, against the sums due by the Principal in payment for the services provided. The Principal therefore authorise Schenker, also in the name of its assignees, to carry out such offsetting.

7. Quotations and currency conversion

Quotations by Schenker and agreements on prices and conditions refer only and always to the specific services requested by the Principal as well as to the volume, size, weight, quantity and type of goods communicated and do not include, unless otherwise agreed, additional costs resulting from further operations.

Where billing is carried out in a currency other than that expressed in the reference price, Schenker has the right to apply an additional percentage to the official ECB exchange rate.

8. Lien on cargo

Schenker shall have a lien on the goods and on the other detained properties relating to credits accrued or close to the date of due payment against the Principal and any other contracting parties. Schenker shall have the same lien also against the consignee and/or against the owner of the goods.

9. Liability

Schenker is liable only for material and direct damages, and in any case only within the production value of the goods deposited, providing this value has been expressly indicated in writing by the Principal at the moment of the delivery of the goods to Schenker. Otherwise, Schenker shall held be liable for a maximum value of € 1,00 (one) for each gross kilogram of goods entrusted to the same.

10. Indirect damages and penalties

Irrespective to and in derogation of articles 1223 and following of the Italian civil code, Schenker shall never be liable for indirect damages (such as, but not limited to: income losses, loss of profits or damages arising from delays in performing the carriage) and penalty.

11. Complaints

Any complaint for loss, deterioration or damage must be submitted in writing and sent to Schenker (also by certified e-mail to: schenkeritaliana@legalmail.it), strictly within the deadlines and timebars under any applicable law.

12. Insurance

Should the Principal wish to insure against the risk of damage or loss of the goods, written instructions may be given to Schenker to arrange insurance coverage with a primary insurance company. The costs, limits, and maximum amounts of the aforementioned coverage will be specified in the quotation.

In no cases Schenker can be considered as an insurer or co-insurer.

Schenker is not obliged to act to obtain insurance compensation, interrupt prescription periods, or handle survey activities, unless specifically instructed in writing by the Principal, in return for a fee to be agreed upon *ad hoc*.

The Principal may directly insure the goods, being understood that, in such an event, the Principal must expressly waive, also on behalf of and for the account of all its assignees, the right of recourse against Schenker.

13. Customs operations

Customs operations involving goods and items entrusted to Schenker are considered ancillary to the Assignment and therefore require a specific written mandate.

In case Schenker undertakes to perform customs operations, the Principal warrants that the documentation related to the goods is authentic, complete and fully regular and that the goods strictly correspond to the description provided, comply with the relevant applicable law, are importable/exportable and are regularly labelled.

In addition, the Principal shall give in due time all the information, dates, customs codes, customs entries and classification of the goods, and all the necessary documentation in order to proceed with the customs operations and formalities.

14. Force majeure and exemption of liability

Schenker shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by fortuitous events, by exonerating circumstances as provided by any applicable law, and in any event by circumstances out of his control and/or in any way ensuing from actions or omissions on the part of the Principal. Such cases include, but not limited to: a) act of God; b) cases of force majeure such as wars, acts of piracy, incidents/deteriorations to means of transport or embargoes, civil commotions or riots; c) defects, nature or inherent vice of the goods; d) acts, breaches of contract, omissions by the Principal, or by anyone else who may have an interest in the shipment, by the State Administration, Customs or Postal Authority or any other competent Authority; e) strikes, lockouts or work conflicts f) ban imposed by laws or regulations, including USA legislation, European Union law and national legislations.

In case the services provided under these General Conditions are or become, even partially, incompatible with the provisions of letter f), Schenker has the right to cancel the services at any time, without informing the Principal and without incurring in any responsibility towards the latter.

15. Data processing

Schenker undertakes to process personal data in full and unconditioned respect of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). The Privacy Policy, provided pursuant to art. 13 of the GDPR, is available at: <https://www.dbschenker.com/it-it/chi-siamo/privacy> and it is intended to be transmitted to the Principal together with these General Conditions.

Schenker and the Principal reciprocally undertake to maintain maximum confidentiality on all data and information of which they may have gained knowledge during and / or by reason of the contractual relationship.

16. Code of Ethics and 231 Model

The Principal declares that it is familiar with the provisions of law on the administrative liability of legal entities and, in particular, with the provisions of Legislative Decree 231/2001. To this regard, the Principal declares that it has adopted and effectively implements company procedures and practices and that it has issued instructions to its employees and/or collaborators which are suitable for preventing the offences, or the attempt to commit the offences, for which the sanctions contemplated by Legislative Decree 231/2001 are applicable, and it undertakes to ensure that they are all effectively implemented towards Schenker for the entire duration of the contract.

The parties agree that non-compliance, even partial, with the adoption and effective implementation of the above-indicated measures represents gross breach of contract. Consequently, Schenker shall have the right:

- a) to suspend the execution of the contract, to be rendered effective by registered letter containing a brief description of the information, including press information, circumstances of fact or judicial proceedings from which the breach can reasonably be presumed, and/or
- b) to unilaterally withdraw from the contract, also during the execution, or to rescind the contract, to be rendered effective by registered letter containing a brief description of the circumstances of fact or of the judicial proceedings proving the default.

The exercise of the right referred to in letters a) and b) above will take place to the prejudice of the Principal in any case charging to this latter all the additional ensuing or consequent costs and expenses. Furthermore, the Principal shall be responsible for any prejudicial event or damage that could occur in connection to the default, holding Schenker harmless against all actions by third parties arising from or in connection with such default.

Schenker has adopted its own Code of Ethics and Organisational and Management Code, available at:

<https://www.dbschenker.com/it-it/chi-siamo/compliance/odice-etico-e-modello> .

17. Termination upon notice

In the event that the contractual relationship between Schenker and the Principal, however formalized, is continuous or periodic in nature, Schenker shall exercise the right of termination with the sole obligation of written notification to the Principal. The withdrawal does not affect services already performed or in the process of being performed.

18. Applicable law and jurisdiction

The General Conditions are governed by Italian law. Any and every dispute that may arise shall fall under the exclusive jurisdiction of the Court of Milan.

19. Validity and effectiveness of the General Conditions

This version of the General Conditions of Deposit and Logistics Activities of Schenker Italiana S.p.A. comes into force and takes effect, also replacing any previous version, in relation to Assignments granted and/or valid from 01.03.2025. In case of doubt or interpretative conflict, the Italian version of the General Conditions always prevails over any other version.