

Courtesy copy for translation
of
GENERAL CONDITIONS OF CONTRACT

Between,

On the one hand **Terminali Italia S.r.l.** Company managed and coordinated by RFI S.p.A. of the Ferrovie dello Stato Italiane S.p.A Group with registered office in Rome, Piazza della Croce Rossa,1, VAT No. 06204310962, in the person of its legal representative pro tempore Giuseppe Acquaro vested with the necessary signatory powers.

(hereinafter called “**Terminali Italia or TI**”)

AND

On the other hand, _____ with registered office _____ VAT No. _____ represented herein by _____ in the person of its legal representative pro tempore or its delegate vested with the necessary signatory powers.

(hereinafter called “**Client**”)

Hereinafter when jointly referred to as “the Parties”

WHEREAS:

- The Legislative Decree of 15 July 2015, n. 112, implementing Directive 2012/34 / EU of 21 November 2012, establishing a single European railway area, repealing Decree No. 188/2003, partially amended the regulation of services to be provided to railway undertakings, introducing, among other, the figure of '<service plant operator>', the latter being "a public entity or private re-sponsible for managing one or more service facilities or supplying one or more services to railway undertakings [...]";
- As far as is relevant for the purposes of this Agreement, the Legislative Decree 112/2015 imposes an obligation to ensure the plant operator to railway undertakings access to freight terminals and services provided under this heading;
- RFI identified Terminali Italia as the suitable subject to exercise the provision of the services as specified under the previous point, and within the Freight Terminal Network (as defined under article 2 hereof), including – if needed – the terminal services in compliance with the access requirements based on equitable, transparent and non-discriminatory criteria;



- Terminali Italia is a company of the Ferrovie dello Stato Italiane S.p.A. Group (hereinafter called FSI) subject to the direction and control of Rete Ferroviaria Italiana S.p.A. (RFI) established with a view to managing intermodal transport units as the Sole Manager of last-mile rail services, i.e. handling and shunting, loading and unloading, storage of intermodal transport units (hereinafter called ILU) arriving and departing, as well as their stay, rent and repair.
- Terminali Italia operates in 17 terminals spread throughout the entire domestic territory, assigned to by RFI through a contract entered July 8, 2008 and novated July 30, 2013.
- - Resolution no. 18/2017 / ART of 10.02.2017 defined the procedure initiated with resolution no. 30/2016, identifying regulatory measures aimed at guaranteeing the cost-effectiveness and efficiency of shunting services carried out with reference to some Italian railway facilities.
- - Article 5.8 of Annex A of Resolution 18/2017 / ART has defined the District Regulation of the shunting which regulates that the District Assembly identifies the Sole Operator, alternatively: "to one of the district operators or to an aggregation in accordance with the procedures established by current legislation (for example: consortium, network contract pursuant to Law 33/2009) ".
- - Terminali Italia has been appointed single operator of the shunting operation until 31.12.2022 for the Bologna Interporto, Bari Lamasinata freight railway areas.
- - Rilve Network, to which Terminali Italia participates with the marketing of the service, has been appointed as Single Operator until 31-12-2022, for the Verona railway district Q.E.

NOW THEREFORE, the parties hereto hereby agree as follows

1. Introduction and Annexes

Introductions and Annexes to these general conditions of contract shall be deemed to form an integral part of this contract. The following documents are attached to this contract:

- 1) Commercial letter containing the Terms and Conditions applied to the Client and the ancillary contract, if any.
- 2) Chamber of Commerce of the Client.
- 3) Identity document of the signatory in name and on behalf of the Client

2. Object and Scope

- 2.1 These General Conditions of Contract (GCC) rule the relationships between Terminali Italia S.r.l. (hereinafter also referred to as "Terminali Italia" or "TI") and its Clients with reference to whole range of services provided within the terminals managed by the company.
- 2.2. These General Conditions of Contract and its Appendices shall apply to any services provided by Terminali Italia, and shall be deemed to be the only agreement in force between Terminali Italia and





its client, thus repealing or making void any other earlier or future contracts that cover issues falling within the scope of this agreement.

- 2.3. In the event of any conflict between the provisions determined by these GCC and any other special agreement, annex, commercial letter or operating manual attached to this contract, or nevertheless referred to it, the provisions defined by the GCC shall prevail unless the parties agree upon and sign an explicit written list of the derogated articles.

3. Definitions

With regard to this contract, it is meant:

- **Client/Clients:** any person or company that enjoys the Services provided by Terminali Italia.
- **Contract:** any agreement, written or other, which does not conflict with these GCC and, nevertheless, shall be regarded as their Appendix, intended to regulate the performance of Services offered by Terminali Italia to its Customers
- **Corresponding amount, fee and/or price:** the amounts charged to the Clients for each service rendered by Terminali Italia.
- **Consignee of the goods:** (owner of the goods at their destination);
- **Manager of the Infrastructure and or the Rail Network** (RFI S.p.A., entrusted with the managing and maintenance of the rail network including freight Terminals);
- **Handling:** all the terminal operations referring to the cargo and ILU handling;
- **Railway Undertaking:** any public or private licensed undertaking, the principal business of which is to provide services for the transport of goods and/or passengers by rail and to mandatorily ensure traction; to this extent, undertakings which provide traction only shall also be considered;
- **Carrier appointed by the Client:** the person appointed by the Client to deliver or collect one ILU at the Terminal;
- **Shunting:** transfer of the rolling stock from the arrival track to the tracks assigned for delivery and take-over and vice-versa. Train formation/split-up operations which are functional to the introduction of the train in the terminal (terminalisation) and its handling are also included. Locomotive coupling/uncoupling and rear light adjustment, formation and split-up, wagon gauging;
- **MTO:** (Multimodal Transport Operator providing carriage under contract for hire or on own account);
- **Shunting Operator:** company providing train operations including shunting services for hire or on own account of freight trains arriving to and departing from the terminal – the company is not a Railway Undertaking approved by ANSF;



- **Network Information Prospectus (N.I.P.):** this document includes the main features of the railway lines and installations licensed to R.F.I., and rules the relationships of all the subjects applying for capacity and services;
- **Access Services:** all services needed to enable Clients to access and use the freight terminal pursuant to article 20.2, letter c) of the legislative decree No. 188/2003 and following amendments of law 99/2009 as further defined under article 4;
- **Provision of Services:** any service or other activity carried out by Terminali Italia at the terminals it manages;
- **Services:** the services provided by Terminali Italia to third parties within its own business activity based on which the Client shall become liable for all payments of the price;
- **Terminal** (also Installation and/or Terminal): all the areas and infrastructures – except for the railway lines – needed to provide the services with a focus on terminalisation and handling;
- **Terminal Operator**
- **Train:** with respect to the rail circulation, a train is any means of transportation with or without railcars running from one service location to another, or that leaves one location to clean a service along the line and returns to that same location;
- **ILU:** Intermodal Loading Unit such as intermodal boxes, semi trailers, containers, tanks, etc. suitable for rail transport and provided with hook-in devices to be handled by mobile or gantry cranes.

4. Entitlement of Services

Clients shall be entitled to Services only where they have signed a contract also with Terminali Italia and upon agreement with the Infrastructure Manager as the Authorized Applicant, i.e. after allocation of train paths by the Railway Undertaking.

5. Services

- 5.1. Access Services, as defined under article 3, shall be guaranteed by the Infrastructure Manager, and consist of the right to use the freight stations and terminal owned by Rete Ferroviaria Italiana and in compliance with the terms and conditions provided in the Network Information Prospectus (NIP) and the present GCC.
- 5.2. Terminalisation Services, where requested, as defined under article 3 of this contract by way of mere example and without limitation include:
 - Handling crane for loading or unloading freight trains;
 - Handling crane for putting on the ground the ILU loads on the train which shall be later picked up by truck;





- Handling crane for overlapping flat;
- Administration management of trains to be terminalised, i.e. issue of railway consignment notes, train clearance, etc.;

The Client shall be entitled to the Services in compliance with the provisions set out in the Terms and Conditions of Use prepared by Terminali Italia;

- 5.3. Other Services, Terminali Italia provides other services such as – at some facilities – shunting operations to introduce and remove railway wagon in/from the terminal, renting facilities and buildings and/or other ancillary services (container storage, parking, etc.)

The above services shall be subject to negotiation from time to time between Terminali Italia and the Client and shall be ruled by special written agreements that will integrate the present general conditions of contract constituting an annex of the contract.

6. Terminalisation Services: ILU Acceptance at Terminal

- 6.1. When introducing one or more ILU within a terminal, both road and rail side, and prior to the provision of services by Terminali Italia, the latter shall inspect the external conditions of the ILU. This procedure, if so required, can be also performed electronically through computerized optical detection. At the entrance, Terminali Italia shall prepare a check-in protocol – electronically or automatically processed - to be signed by the Client or one of the Client's appointed party. Said protocol shall be the acceptance document enabling the ILU inside the Terminal.
- 6.2. Terminali Italia shall not be liable for damages, tampering and whatever may relate to the ILU already present and inspected at their introduction to the Terminal. At the acceptance of the ILU, the Client shall exempt Terminali Italia from any liability in relation to the goods contained therein, and for any damage caused to it during the transportation prior to the introduction into the terminal.
- 6.3. The Client shall hold harmless Terminali Italia and shall take upon itself the responsibility of assessing the fitness for stowage, fixing and securing loads inside the ILU and their compliance with the rail regulations and combined transport (road/rail). Terminali Italia shall not be responsible for damages caused by improper stowage, fixing and/ securing also in case ILU are accepted without raising objections.

7. Terminalisation Services: ILU Redelivery

- 7.1. Terminali Italia shall redeliver the ILU only to the Client or to the Client's appointed party. Terminali Italia shall reserve the right to retain the goods and/or the ILU where the Client is delinquent in any obligation resulting from one or more relationships with Terminali Italia.





- 7.2. When redelivering one ILU, Terminali Italia shall prepare a check-out protocol (also electronically or automatically issued) which the Client or the Client's appointed party is requested to sign for acceptance which is also concerning the ILU conditions at redelivery to the Client. Terminali Italia shall not be liable for any damage arising before or after the period of time elapsing between the check-in and check-out documents.

8. Terminalisation Services: ILU handling – train loading and unloading

- 8.1. In accordance with the Contract, and subject to the conditions and within the limits set forth herein, after introduction onto the Terminal and before the redelivery to the Client, Terminali Italia shall load and unload the ILU to and from the wagons, carry out handling operations, including any road to road passage that might be needed.
- 8.2. Terminali Italia undertakes to provide the Client or the Client's appointed party with all the documents needed to forward trains and/or ILU.

9. ILU Containing Dangerous Goods / Wastes

- 9.1. The Client undertakes to comply with all the obligations set forth by domestic as well international regulations concerning ILU carrying dangerous goods and/or wastes.
- 9.2. Any statement made when entering the Contract as well as any other document submitted to Terminali Italia is true and the exclusive responsibility of the Client. Should the information provided be for any reason incorrect or incomplete, Terminali Italia shall be entitled to reject / return the ILU.
- 9.3. The Client undertakes to indemnify and hold harmless Terminali Italia, and is the only liable subject for any damage, claim and legal action caused by the non-compliance of ILU containing dangerous goods and / or wastes on the basis of any applicable legal provisions, regulations and any other applicable domestic and international standard.
- 9.4. Any ILU containing dangerous goods and / or wastes is allowed to stay in the Terminal only for the time necessary for technically handling its delivery / collection. The duration of the technical stop depends on the regulations applied at the Terminals and the contracts they have signed with their clients, and on the type of goods and the train paths. Upon expiry of the technical stop, Terminali Italia shall return to the sender and at its expenses the ILU still parked inside the terminal.

10. Provision of Services





- 10.1. Unless otherwise agreed upon by the parties, Terminali Italia shall not undertake any obligation for the time needed to provide the Services. For this reason, Terminali Italia shall not be liable for any damage directly or indirectly arising from the processing time requested to provide the service.
- 10.2. In providing its Services, Terminali Italia may request the support of third parties whilst remaining in all cases contractually responsible to the Client.
- 10.3. Terminali Italia shall by no means be responsible for delays or cancellations caused by the railway undertakings with regard to the train circulation or handling, ordinary or extraordinary activities carried out by the rail network manager.
- 10.4. Terminali Italia shall by no means be responsible for delays or cancellations caused by any emergency situation such as snowfalls that will be defined in relevant annual snow management plans, or other significant natural or weather events. Therefore, Terminali Italia shall not be liable for any damage directly or indirectly arising from such events.
- 10.5. Terminali Italia shall comply with the instructions submitted by the Client concerning loading and unloading of trains, ILU inspection, ILU delivery and take-over, handling support to introduce arriving and departing trains onto the terminal.
- 10.6. Terminali Italia undertakes to respect the opening hours of each terminal. Any change shall be communicated to the Client in due time.

11 Duration

- 11.1. The duration of the contractual relationship, the procedures and notice time for early termination including any relevant penalty are contained in the individual ancillary contracts and commercial letters attached to this contract.

12. Fees and Payment Terms

- 12.1. The amounts due to Terminali Italia for the provision of the Services, as well as the guarantees and payment arrangements shall be individually governed by the supplementary trade agreements to this contract from time to time. The fees must be paid within the expiry date stated by Terminali Italia in its invoice.
- 12.2. Terminali Italia shall evaluate whether or not appropriate guarantees should be issued (insurance-bank guarantees; pre-payments; deposits; minimum amounts of security) in order to cover its claims on the basis of the envisaged value for the estimated traffic flow. In similar cases, after the first contractual year, the value of the guarantee can be updated on a yearly basis, if needed, according to the values of the previous year.





- 12.3. By providing different services with a view to meeting individual requirements, Terminali Italia shall not nullify the integration clause of the contract and therefore - pursuant to articles 1460 and 2761 of the Italian Civil Code - is entitled to exercise its rights also with including any goods other than those still to be claimed for.
- 12.4. Failure to comply with the payment terms assigned for one or more services, shall lead to the forfeiture of the right to deferred payments, if any, as previously granted by Terminali Italia also including any other Contract entered into with Terminali Italia and the application of legal interest rates.
- 12.5. Any compensation between payable and receivable invoices issued by Terminali Italia and its clients/suppliers shall be approved only prior to the submission of a compensation statement signed by the parties with the exclusion of any other compensation term. Only undisputed invoices can be subject to compensation.
- 12.6 The basic rates applied for handling and stops will be communicated through a circular to all customers and published on the company website www.terminaliitalia.it. These rates will constitute the base rate for the indicated period. Any changes in the base rate, communicated to individual customers, will be assessed in relation to the volumes of traffic and / or in relation both to the specific needs of the customers and to the possibilities offered by Terminali Italia. The prices and tariffs thus determined will also take into account supply costs as well as linked to the different territorial units where the service is offered.
- 12.7 The tariffs applied to shunting services, a service regulated by the ART, will be set and communicated according to current legislation. They will be published on the company website www.terminaliitalia.it as required by Resolution 18/17 ART.

13 Responsibility – Compensation for Damages

- 13.1 For the purpose of determining the liability of Terminali Italia, if any, no presumption of any type shall apply. Therefore, Terminali Italia shall be responsible for damages or losses only when its Clients have provided undeniable evidence of Terminali Italia non-fulfillment of its contractual obligations as well as evidence of its responsibility for damages and losses caused by the aforementioned non-fulfillment or any other occurrence directly related to the liability of Terminali Italia.
- 13.2 Nevertheless, Terminali Italia shall be hold harmless for any damage, loss, failure to ILU as well as any other liability that can be in whole or in part occasioned by a third party, extraordinary events and force majeure, namely and including but not limited to atmospheric phenomena, natural disasters, wars, riots and public disorders, etc.





13.3 Terminali Italia, except in cases of gross negligence or willful misconduct, assumes liability only for damages arising from failure, breakage or loss of goods or ILUs of its customers and/or of the customers of these (consequential loss), not being accountable in any way for further damages (loss of profit/commercial damages). Therefore, in addition to the direct damages caused to the ILUs by incorrect handling with the cranes (crashes, breakages, cut tarpaulins), it will be liable only for loss or damage of goods transported in the ILUs themselves, arising from causes directly attributable to it. The damage arising from deterioration or breakage of ILUs and/or goods will be calculated according to the current price of the goods transported and, in any case, the compensation eventually owed by Terminali Italia will not exceed € 18,08 per kilogram gross weight of the lost or damaged goods.

For thefts occurred during storage or deposit of the containers in the terminal, the compensation for damage will be without any limitation and the compensation will be calculated accordingly to the current price of the goods transported.

Terminali Italia will not compensate the damage defined as "minor damage", i.e. a damage of a purely esthetic nature that does not diminish the capacity of the ILUs, as regards the transportable goods, and/or not prevent their mere function of containers for goods, transportable by rail and road. Purely for explanation and not for exhaustiveness, therefore, damages to the bumper-mudguards-brackets are not compensable, unless they do not compromise the functionality of the semitrailer, in the same way as minor scuff marks on the sides, slight dents not affecting the cargo volume of the ILU, lacerations to tarps due to wear, Tir cable if not properly positioned behind the caliper guard, etc.

13.4 For the purpose of compensation for damages Terminali Italia will avail itself of the services of a leading insurance company, which will be the only entity in charge of treating the claims for compensation by the injured party. Terminali Italia will never pay any money for damage compensation directly to the damaged, for any form of compensation with credits eventually arising either from the same contract or from other economic relations between the parties is excluded.

14. Express Termination

14.1 In addition to article 15 here below, Terminali Italia shall be entitled to terminate the contract with immediate effect (article 1456 of the Civil Code) in the event of non-payment also of one invoice only issued by Terminali Italia and not disputed or improperly disputed by the Clients after 20 working days from the communication forwarded by TI by certified email or registered mail notifying the payment obligation to the Client who has not informed of any reason or remedy to the non-fulfillment.





Article 15 Code of Ethics

- 15.1 The Client acknowledges having read the Code of Ethics of the Ferrovie dello Stato Italiane Group published on the website of Terminali Italia and understood its contents, and fully undertakes - also on behalf of its administrators, employees, collaborators and sub-contractors - to rigorously comply with the principles set out in article 1381 of the Civil Code
- 15.2 In case of breach of the undertaking herein, TI has the right to unilaterally terminate this Agreement pursuant to article 1456 of the Civil Code by registered mail with return receipt without giving any prior notice except for the right to claim damages where appropriate.

Article 16 Personal Data Processing

- 16.1 In the execution of the services referred to in this Contract, Terminali Italia will process the data, in accordance with the European Regulation 679/2016 and its subsequent additions. To this end, pursuant to art. 13 and of the art. 14 of the European Regulation n. 679/2016, the personal data relating to your employees / collaborators possibly provided in connection with the execution of this Contract, will be used exclusively for the management of the same Contract. The data will be processed, in the manner and within the limits necessary to pursue this purpose, by Terminali Italia and by persons appointed for this purpose by the persons in charge of processing, in accordance with the provisions of the "Information on personal data protection" attached .

Article 17 Price Transparency

- 17.1 The parties expressly and irrevocably:
- agree that there has been no mediation procedure or other third party support to enter this contract;
 - agree that no one has been paid or promised to be paid amounts and / or retributions for intermediation or similar services in order to facilitate the signing of the contract either directly or by subsidiaries or associated companies;
 - are not entitled, under any circumstances, to pay any sums with a view to making it easier and / or less costly the execution and /or the management of this contract with regard to the obligations undertaken, and to act for the same purposes.





17.2 Should any of the declarations made under the previous paragraph be incorrect or should one of the party fail to fulfill the obligations undertaken for the whole duration of this contract, given the actions and faults of the defaulting party the contract itself shall be automatically terminated pursuant to article 1456 of the Civil Code and the defaulting party shall be liable to compensate all damages caused by the termination and shall be cancelled from the professional register, if any.

Article 18 Official Language - Applicable Law - Jurisdiction

18.1 The Italian language is the only official language of these General Terms and Conditions as well as all its appendices and annexes. Any version of the contract translated into other languages, even if signed by the parties, has the sole purpose of information. In case of discrepancies between the Italian version and a version in another language, you will have the absolute predominance of the Italian version.

18.2 These General Terms and Conditions as well as all its appendices and annexes are governed by Italian law and must be interpreted on the basis thereof.

18.2 For all disputes directly or indirectly related to the execution and / or interpretation of this contract, its appendices and annexes, will be referred exclusively to the Court of Rome (Italy).

