

**HANDLING  
AND ANCILLARY SERVICES CONTRACT**

**BETWEEN**

**Terminali Italia S.r.l.**, a sole shareholder company subject to management and coordination by RFI S.p.A., Gruppo Ferrovie dello Stato Italiane S.p.A., registered office address Piazza della Croce Rossa 1, 00161 – Rome, share capital EUR 7,345,686.00 fully paid up, registered with the Rome Companies' Registry (Court of Rome), TIN and VAT No 06204310962 – REA (Economic and Administrative Index) No 1206926, represented for the purposes of this agreement by Giuseppe Acquaro, acting in the capacity of pro-tempore Authorised Representative, domiciled for the present purposes at the company's registered office address (also '**Terminali Italia**' or '**TMI**'),

**AND**

\_\_\_\_\_ (TIN/VAT No \_\_\_\_\_),  
registered office address \_\_\_\_\_,  
represented for the purposes of this agreement by \_\_\_\_\_ acting  
in the capacity of \_\_\_\_\_  
(the 'Customer')

**Whereas:**

- a. Directive 2012/34/EU of 21 November, transposed into Italian law by Legislative Decree No 112/2015 of 15 July, given further definition by Commission Implementing Regulation (EU) 2017/2177 of 22 November, introduced the concepts of *service facility* and *operator of service facility*.
- b. Under Article 13 of Legislative Decree No 112/2015, operators of service facilities must grant, under equitable, non-discriminatory and transparent conditions, the right to access to service facilities and the services provided at these facilities.
- c. Terminali Italia is a company fully controlled by and subject to management and coordination by Rete Ferroviaria Italiana, Gruppo Ferrovie dello Stato Italiane, set up with the object of management of intermodal transport centres, acting as the Single First-mile and last-mile Service Manager in order to conduct, inter alia, loading-unloading activities, handling and storage of intermodal transport units ('TTUs') involved in rail transport arrivals and departures, as well as their storage, leasing and repair and, as required, shunting services.
- d. RFI has chosen Terminali Italia as the suitable entity for managing freight terminals and providing first-mile and last-mile terminal services at them as required by customers and in accordance with its equitable, non-discriminatory and transparent access obligations.

**The Parties now therefore agree as follows:**

**1. Recitals and annexes**

1. The recitals and annexes form an integral and substantive part of this Contract.
2. Annexes:
  - a) Identity document of the signatory for the Customer;
  - b) Up-to-date chamber of commerce record for the Customer;
  - c) Economic conditions at the facilities used by the Customer;
  - d) Excerpt from Scheduling Document for the facilities used by Customer in the current year;
  - e) List of contact persons at each facility;
  - f) Consultation procedure for compensation of loss or damage.



## 2. Definitions

- a. **ITU arrival:** entry of ITU into terminal by train.
- b. **End of loading:** deadline agreed with Customers by which the terminal operator must finish loading ITUs onto the departing train.
- c. **ITU delivery:** entry of ITU into terminal by truck.
- d. **Fee, rate and/or price:** amounts owed by Customers for each service provided by Terminali Italia.
- e. **Recipient of freight:** owner of freight at destination.
- f. **Goods receipt:** document in which the Customer confirms proper performance of the service, based on which the service provider will issue its invoice. For Customers using SAP, this is an IT reference that certifies completed delivery of the goods and/or receipt of the service by recording it in the system together with the relevant cost.
- g. **Gateway:** routing of an ITU arriving at the terminal by train to another destination terminal, also by train.
- h. **Infrastructure Manager (IM)** or Rete Ferroviaria Italiana S.p.A. (RFI): as defined in Legislative Decree No 112/2015.
- i. **Service Manager:** party charged with management of one or more of the services provided for under Article 13 of Directive 2012/34/EU, transposed into Italian law by Legislative Decree No 112/2015 and amendments, notwithstanding instances of self-supply performed within the facilities.
- j. **Terminal Manager:** party managing the terminal and providing services by acting as an interface with the various operators.
- k. **Technical stopover:** the period between the arrival of ITUs at the terminal (by truck or train) and their departure (by truck or train); for this period the ITUs are stored at the terminal yard in return for a fee paid by the Customer.
- l. **HLR ((Heure Limite de Remise)):** absolute deadline agreed with Customers for the delivery of the departing train.
- m. **Railway facility:** installation for ensuring arrival and departure of trains and, as necessary, train formation and stopover operations.
- n. **Service facility:** the installation, including ground area, building and equipment, which has been specially arranged, as a whole or in part, to allow the supply of one or more services referred to in Article 13(2), (9) and (11) of Legislative Decree No 112/2015, including maritime port infrastructures connected to rail services.
- o. **Interconnected facility:** facilities where industrial or logistical activities are carried out, including ports and industrial development areas, interconnected directly or indirectly with railway infrastructure by one or more tracks, including siding-connected facilities, as defined by Article 3(1)(ss) of Legislative Decree No 112/2015.
- p. **Railway Undertaking (RU):** any licensed public or private undertaking, the principal business of which is to provide services for the transport of goods and/or passengers by rail with a requirement that the undertaking ensure traction; this also includes undertakings which provide traction only.
- q. **Customer's Appointee:** the party appointed by the Customer to deliver or collect an ITU at the terminal.
- r. **MAD** (mise à disposition): time from which the ITUs from an arriving train can be collected by Customers;
- s. **MTO** (multimodal transport operator): any party taking over a given cargo at a given location (albeit other than a port, airport or railway station) and undertaking to transport it to the place of destination (which, once again, need not be a port, airport or station). Whether the MTO performs the transport with its own means or has it performed by others, it must warrant for the proper performance of transport and is liable for any loss or damage suffered by the goods from the time of taking over until the time of delivery. This may be synonymous with the term Customer.
- t. **OCR:** *optical character recognition*, technology used at some terminals to read the number plate and record the state of ITUs entering the terminal by road.
- u. **ITU departure:** departure from terminal of an ITU by truck.
- v. **Verified Gross Mass (VGM):** service consisting of certified weighing of the ITU.
- w. **Network statement:** a document containing the main characteristics of the railway lines and facilities allocated by RFI and governing relations with all parties requesting capacity and services.
- x. **Contract Manager:** representative of the respective Parties charged with operational management of the Contract.
- y. **ITU collection:** departure from terminal of an ITU by truck.
- z. **Loading plan:** the procedure of arranging ITUs on wagons, specified by the Customer depending on the technical characteristics of the vehicle as well as the characteristics of the ITU-rail vehicle coupling.



- aa. **Handling services:** movement, loading and unloading service from/to train or truck and/or vice versa of the ITU by crane ('crane movement'). This service includes crane movements required for parking of the ITU delivered and subsequently collected by truck and/or sent by train and crane movements for placing on flats.
- bb. **Railway shunting service:** rolling stock movement service, including breakdown, formation and removal of wagons, from track bundles for arrival and departure of trains to the tracks where the load is processed within the individual production units or to the tracks intended for other railway services, and vice versa; in border stations, railway shunting service also means the movement of rolling stock necessary to enable a train arriving from a foreign network to continue its journey on the Italian network, and vice versa.
- cc. **Terminal slot:** time required for performing unloading and/or loading a trainset (handling). The excerpt from the Scheduling Document for the individual facilities lays down how terminal slots for planned activities should be established.
- dd. **Freight terminal:** all facilities designed for freight transport connected to the railway networks within the scope of the service facilities under Article 13(2)(b), (c), (d) and (g) of Legislative Decree No 112/2015.
- ee. **Terminal operator:** Operator of terminal.
- ff. **Crane movements** (or CM): ITU movement using crane. This can involve movement from train to truck or vice versa, with or without parking, or from truck to truck or from train to train (in which case it is referred to as a gateway crane movement).
- gg. **Ancillary crane movement:** ITU handling operations using cranes required for further activities requested by Customers (e.g., unloading, collection of fixed-number stacked ITUs, etc.).
- hh. **Trailer:** Intermodal semi-trailer equipped for rail transport with coupling system for handling using mobile cranes and/or gantry cranes.
- ii. **Train:** Any means of traction with vehicles (wagons) travelling from one service site (facility) to another or departing a service site to perform a service on the line and return to that site.
- jj. **ITU:** Intermodal Transport Units such as swap bodies, semi-trailers, containers, tankers, flats, etc. equipped for rail transport with coupling system for handling using mobile cranes and/or gantry cranes.

### 3. Subject matter of contract

- 3.1 TMI undertakes to the Customer to perform the handling service and ancillary services (the 'Services') under the conditions and using the procedures provided for in this Contract and its annexes.
  - a) The handling service includes:
    - 1. crane movements for unloading or loading of trains/trucks;
    - 2. crane movements for parking of delivered ITUs to be subsequently collected by truck;
    - 3. *gateway* crane movements;
    - 4. ancillary crane movements;
    - 5. technical stopover for as long as necessary to ensure the cycle of the departing train for a given route.
  - b) Ancillary services are specified in the Economic Conditions.
- 3.2 The Economic Conditions govern both individual Services provided in the facilities and their rates.
- 3.3 The Customer will be entitled to the Services only subject to conclusion, in advance, of a business agreement with Terminali Italia on the feasibility of the service requested and the slots available at the terminal. Where a service involving sending/departure by train is concerned, the Railway Undertaking named by the Customer must also have obtained prior authorisation from the Infrastructure Manager to use train paths compatible with the slots specified in the business agreement between the Customer and Terminali Italia.

## 4. Procedures for performing the Services

### 4.1 Handling services

#### 4.1.1. Loading and unloading of trains/trucks:

- a) After their entry into the terminal by truck or train, and prior to their onward transport to destination by train or return to the Customer by truck, Terminali Italia will perform handling, loading and unloading of the ITUs from railway wagons to trucks and vice versa and/or from truck to truck;
- b) Crane movements will also be used for technical stopovers between the arrival/entry of ITUs into and departure/collection of the ITUs from the terminal.
- c) Terminali Italia will perform the activities involved in loading ITUs departing by train onto wagons, performing handling operations in accordance with the technical features of the ITUs and the loading plans sent by the Customers.
- d) Terminali Italia will carry out unloading activities from railway wagons, performing handling operations in accordance with the technical features of the ITUs.



- e) Terminali Italia will manage unloading of ITUs from railway wagons autonomously, ensuring delivery of the ITUs to the Customers' appointees after the train has been made available on the terminal track (MAD).
- f) Terminali Italia will inform Customers in a timely manner of any noncompliance with agreed deadlines – by way of example but not limited to: (i) delayed completion of loading operations, (ii) failure to load ITUs, (iii) noncompliance with established MAD schedules, and/or (iv) irregularities delaying or stopping handling activities, in all cases providing an explanation for such noncompliance.

#### 4.1.2 Acceptance at the terminal of ITUs arriving by road:

- a) Terminali Italia will provide for acceptance of ITUs during terminal opening hours.
- b) Where documents submitted when booking are missing, incomplete or inconsistent, Terminali Italia will not accept the ITU until the necessary information has been provided by Customer.
- c) TMI will check that all seals on ITUs (whether empty or full) mentioned when booking are present and intact, provided they are placed in such a way to be easily accessed and checked; Customers will be solely responsible for fulfilling this condition. TMI will not accept ITUs if seals are missing, have been tampered with, or are not visible, until such time as the situation has been remedied by the Customer/the Customer's appointee.
- d) TMI will check the state of the visible and accessible external parts of ITUs, in particular for presence of anomalies that might prevent their shipment; where such anomalies are detected, ITUs cannot be accepted until they have been removed at the Customer's own effort and expense. In such cases, the Customer will pay any expenses for storage of the ITUs at the terminal in accordance with the agreed economic conditions. The Customer hereby indemnifies and holds Terminali Italia harmless from and against any liability for loss, damage or anomalies to invisible or inaccessible parts of ITUs in arrival/delivery.
- e) For each ITU arriving by road and accepted, TMI will draw up a check-in document describing the ITU's state and other important data. The check-in document must be signed by the Customer or the Customer's appointed representative, who will also receive a copy. At terminals using OCR (e.g., Verona QE and Segrate), damage to the visible parts of ITUs entering the terminal by road will be detected using an automatic photo-recording system that will also record the date and time of the photographs and store them on dedicated servers. The Customer hereby accepts the authenticity of these photographs for the purposes of certifying the existence or otherwise of pre-existing damage, for which Terminali Italia cannot be held liable, on entry into the terminal. The Customer will be given access to the server to view images and the state of its ITUs.
- f) TMI will confirm acceptance of the ITU to the Customer by messages exchanged using the Terminali Italia IT system.

#### 4.1.3 ITUs entering the terminal by rail

Terminali Italia will perform visible parts checks on the state of ITUs arriving, noting any pre-existing damage or other anomalies (such as absence of closure seals), promptly notifying Customers so that they can issue a railway report to the RU, simultaneously indemnifying and holding Terminali Italia harmless from and against any liability, without which the ITUs cannot be unloaded from the train. The Customer acknowledges and accepts that Terminali Italia cannot be held liable for any damage to or anomalies in non-visible parts of arriving/delivered ITUs (for example, those on the undersides of wagons or between two facing ITUs and in general on the parts not accessible to view).

#### 4.1.4 ITU return by road:

- a) Terminali Italia will only return the ITUs to the appointee specified by the Customer using the procedure chosen by the Customer from among those allowed by TMI (PIN and/or driver database, both managed and maintained by the Customer). ITUs will not be returned in the event that no appointee and no collection procedure has been specified. In such cases, the Customer will pay any expenses for storage of the ITUs at the terminal in accordance with the agreed economic conditions.
- b) When an ITU is returned and before it leaves the terminal (check-out), the Customer (or its third-party appointee) will be exclusively responsible for lodging a written complaint regarding any damage found on the ITU being returned (a 'damage claim'). In the absence of this claim, the Customer accepts the return of the ITU in its current state, fully indemnifying and holding Terminali Italia harmless from and against any liability for any loss or damage detected after the ITU has left the terminal;
- c) Before leaving the terminal and on delivery of the ITU, Terminali Italia will draw up a check-out document, which once signed for acceptance by the Customer or the Customer's appointee will also constitute proof of the state and condition of the relevant ITU. Any visible damage to ITUs detected by the Customer's appointees on collection must be recorded in this document.
- d) Terminali Italia will confirm to the Customer via its IT system that the ITU has been collected.

#### 4.1.5 Gateway

Customers wishing to use the Gateway service must specify the final destination when booking in the system, checking that the information given is correct. In the absence of this information, the ITU will remain available for collection by road; in such cases, the fee for technical stopover of arriving ITUs will be charged.





#### 4.1.6 Ancillary crane movements

Customers wishing to make use of ancillary crane movements must notify this by email to the contact persons at the terminal listed in Annex e).

#### 4.1.7 Technical stopover

Technical stopover times and the relevant costs are set out in the Economic Conditions (Annex c).

### **5. Customer's obligations**

- 5.1 The Customer undertakes to comply with its undertakings under this Contract and its annexes.
- 5.2 Each Handling Service for ITUs arriving/delivered and/or departing/collected must be booked in advance directly by the Customer or the Customer's appointee through Terminali Italia's IT system or another system interfaced with it. Terminali Italia will accept no ITUs unless this condition is fulfilled.
- 5.3 The Customer will be deemed solely responsible for the truthfulness of all declarations, documentation and any other items required under the regulations applicable to goods transported with the ITU (for example, but not limited to, the type of goods transported, labelling of the ITU, transport documents, the ITU seal and weight and its technical suitability to the load carried, etc.). To this end, the Customer hereby indemnifies and holds Terminali Italia harmless from and against all liability arising from any untrue statements made by the Customer, Customer breach of the applicable regulations and any discrepancies between freight declared by the Customer at the time of booking and freight actually transported. In the event of noncompliance with the foregoing, Terminali Italia will be entitled to terminate this Contract under Article 1456 of the Italian Civil Code, notwithstanding its right to sue for damages.
- 5.4 Customers not willing or able to use the service must inform TMI.  
Specifically:
  - a) By Thursday of each week, the Customer undertakes to send any changes or variations in the train running schedule for the following week to TMI by email, using the addresses given in Appendix e). Failure to do so, except in unforeseen circumstances due to force majeure or railway infrastructure issues, will result in payment of a penalty by the Customer equal to 10% of the unused scheduled services, calculated based on the economic conditions for the individual facilities.
  - b) Should the Customer wish to suspend a service for a period of more than four consecutive weeks, it must provide TMI with at least 30 working days' advance notice, stating the cause and/or reason for the suspension and the date on which the service will be resumed. Should the Customer fail to give notice or give late notice, TMI will be entitled to re-allocate unused service slots to other applicants on a permanent basis, the Customer having no claim whatsoever against TMI.
  - c) Should the service not be performed for a period of more than six consecutive weeks for reasons attributable to the Customer, notwithstanding the Customer's obligation to notify TMI under paragraph b) above, TMI will be entitled to re-allocate unused service slots to other operators on a permanent basis, the Customer having no claim whatsoever against TMI.

### **6. Liability – damages – insurance**

- 6.1 Terminali Italia will accept liability exclusively for loss or damage that it causes directly, during the course of its work, to the property of the Customer, or of the latter's customers or assignees (e.g., damage from crane impacts or falling crates).
- 6.2 Terminali Italia will accept no liability whatsoever based on presumptions of any nature. Therefore, liability for loss or damage can only be attributed to Terminali Italia in cases where Customers have presented indisputable proof that Terminali Italia has breached its contractual obligations and that the loss or damage in question can be attributed to such breach or to other causes directly engaging Terminali Italia's liability.
- 6.3 Terminali Italia will be responsible for the safekeeping of goods owned by its Customers and/or their customers and entrusted to Terminali Italia in performance of the Contract, from the time of their acceptance ("check-in") until such time as they are returned by road ("check-out") or rail. Any loss or damage caused during this period of safekeeping will be duly compensated in accordance with this Article.
- 6.4 Terminali Italia will accept no liability for any damage, loss or malfunction of ITUs and/or their freight, or any other liability, where such damage, loss or malfunction is attributable, in whole or in part, to exceptional occurrences and force majeure, including but not limited to adverse weather conditions, natural disasters, military conflicts, riots or street demonstrations.
- 6.5 Terminali Italia will make no undertaking in relation to the time required to perform the Services, therefore accepting no liability for any loss or damage arising directly or indirectly from the timing of the work.
- 6.6 Terminali Italia will accept no liability for delays or cancellations due to the railway undertakings' activities in relation to train movements or shunting, or to the ordinary or extraordinary activities of the railway network manager.



- 6.7 Terminali Italia will accept no liability for delays or cancellations and for any consequent direct and indirect loss or damage due to any emergencies arising as a result of snow phenomena as laid down in the relevant annual snow plans, or of other extreme natural and weather occurrences. Terminali Italia will therefore accept no liability for any loss or damage arising directly or indirectly from such occurrences.
- 6.8 The Customer hereby indemnifies and holds Terminali Italia harmless from and against any liability for loss or damage to ITUs and their freight during rail transport prior to their entry into the terminal.
- 6.9 The Customer hereby indemnifies and holds Terminali Italia harmless from and against and assumes all responsibility for the proper stowage, tethering or anchoring of loads inside ITUs and for their compliance with railway and road-rail combined transport regulations. Terminali Italia will therefore accept no liability for any loss or damage arising from incorrect stowage, tethering and/or anchorage, even in cases where it has accepted the ITU without objection.
- 6.10 Terminali Italia will accept no liability for any loss, damage, tampering and so on relating to the ITU or its contents as present and detected at the time of its entry into the Terminal by road or rail (by means of check-in, OCR photo, or railway report). Terminali Italia will therefore accept no liability for any loss or damage occurring before check-in or after check-out, determined by comparing check-in and check-out documents.
- 6.11 Terminali Italia will not compensate loss or damage classified as 'minor damage', in other words damage of a purely aesthetic nature that does not diminish the amount of freight that can be transported in ITUs or wagons and/or does not prevent them from performing their sole function as rail and road freight transport containers. Instances of non-compensatable minor damage would include, by way of example and not limited to: damage to bumpers, mud flaps, side guards unless they affect the operation of the semi-trailer; minor scrapes along sides; minor dents not affecting the ITU's load volume; tarpaulin splits due to wear and tear; TIR cords not properly positioned behind fasteners, etc.
- 6.12 At the Customer's request and subject to the terms and conditions laid out in Annex f), Terminali Italia will compensate loss and damage in the following cases and using the following procedures:
  - Except in cases of gross negligence or wilful misconduct, Terminali Italia will accept liability solely for loss or damage arising from malfunction, damage or loss affecting its Customers' or their Customers' freight or ITUs (direct loss or damage), refusing to accept liability for any further loss or damage whatsoever (loss of earnings/effects on business). Therefore TMI – in addition to direct damage to ITUs or wagons due to incorrect handling by TMI/its appointees from use of tractors or cranes (collisions, damage, tearing of tarpaulins, etc.) – will accept liability solely for loss or damage to the freight transported in such ITUs or wagons resulting from causes directly attributable to TMI.
  - Loss or damage resulting from ITU and/or freight deterioration or malfunction during handling or storage will be calculated based on the current price of the goods carried; under no circumstances will any compensation due by Terminali Italia exceed €18.08 per kilogram (gross weight) of goods.
  - In the event of theft occurring during technical stopovers or storage of crates at the terminal, there will be no limitation on compensation for loss or damage, to be calculated based on the current price of the transported goods.
- 6.13 For the purpose of compensating loss or damage, Terminali Italia will call on the services of one or more insurers who will act as its sole appointee(s) for handling claims by the injured party. Under no circumstances will Terminali Italia pay any sum whatsoever by way of damages directly to the injured party, excluding any form of compensation by offsetting against receivables under this Contract and any other business contracts between the Parties, unless agreed in advance in accordance with Article 9.12.
- 6.14 The Customer, on behalf of its costumers or third parties, will be liable to TMI for all loss or damage engaging its liability or arising from its negligence or that of its third-party suppliers, appointees and/or subcontractors (e.g., failure to maintain ITUs or incorrect/faulty maintenance of ITUs). In such cases, the Customer undertakes to compensate any loss or damage suffered by Terminali Italia arising from such events, acts or omissions.
- 6.15 The Customer undertakes to take out suitable insurance policies covering any loss or damage that might be caused directly or indirectly to Terminali Italia or to third parties.
- 6.16 Both Parties declare that they have taken out suitable policies to cover their liabilities as from the time of conclusion of this Contract. These policies must remain in effect for the entire term of the Contract, including any extensions, with a limit of liability of not less than €5 million per event and per year. These policies must contain an obligation to indemnify the policyholder for any amount payable, due to third-party liability within the meaning of the applicable regulations by way of compensation (principal, interest and costs) for loss or damage to third parties in relation to omissions, breeches of the law, death, personal injury, loss of earnings and damage to tangible assets, arising from events for which it is responsible and/or from accidental events engaging its liability, occurring in relation to the performance of activities under this Contract.



- 6.17 Such policies must be taken out with leading insurers with at least the following ratings: Moody's: Baa3, Standard & Poor's/Fitch: BBB-.  
Any deductibles and excesses will be shared in full between the policyholders.
- 6.18 Both Parties' policies must include a specific and unambiguous clause that the Customer, Terminali Italia, the other companies of the Gruppo FS Italiane and their employees or agents are also to be considered third parties.

## **7. ITUs transporting dangerous goods/waste**

- 7.1 The Customer undertakes to comply with all requirements under national and international regulations for ITUs transporting dangerous goods and/or waste, also complying with any specific rules laid down by Terminali Italia in its notices to the customer, which must be considered integral parts of this Contract.
- 7.2 The Customer hereby assumes sole responsibility for the truthfulness of any declarations made when concluding this Contract and when booking the service, as well as in any other documents delivered to Terminali Italia. Should there be any discrepancy between the information given in the booking and in the documents delivered to Terminali Italia for departing ITUs, Terminali Italia will be entitled not to accept the ITUs until such time as the matter has been remedied. Terminali Italia will warn the Customer if discrepancies are detected in the case of arriving ITUs, refusing to accept them until the matter has been remedied by the Customer.
- 7.3 The Customer indemnifies and holds Terminali Italia harmless from and against, and hereby accepts exclusive liability for, any loss, damage, claim or action arising directly or indirectly and involving any party whatsoever from the noncompliance of ITUs containing dangerous waste and/or goods with the applicable legislative or regulatory provisions and with any other applicable national and international rules.
- 7.4 ITUs containing dangerous goods and/or waste can only remain in the terminal for technical stopovers for the time necessary for the handling required for their collection/shipment. The duration of the technical stopover and documents and information required for performance of the service will be laid down in relevant rules, in the terminal regulations and in relevant notices sent by Terminali Italia to its Customers. These can vary depending on the type of goods involved, on regulatory developments and on the terminals where such goods can be sent/received. All such notices sent by Terminali Italia must be considered an integral and substantive part of this Contract, since they concern non-negotiable safety and environmental protection matters. Any extra costs incurred and documented by Terminali Italia for the supervision of ITUs containing dangerous goods/waste will be passed on in full to the Customer.
- 7.5 Terminali Italia undertakes, in accordance with the applicable legislative provisions, to take all necessary precautionary measures – depending on the type and magnitude of the foreseeable dangers – to prevent damage to ITUs, third parties, third-party property and the environment, making every effort to limit the extent of such damage should it occur.
- 7.6 The Parties acknowledge and agree that they will draft and sign suitable consultation documents between employers within the meaning of the applicable legislation on health and safety at work (Legislative Decree No 81/2008).

## **8. Duration – early termination – immediate termination**

- 8.1 This Contract will run until 31 December of the year following the date of its signature or of the same year if signed before 30 June. The Contract will be tacitly renewed on its expiry date for further periods of 12 months each, except where termination is notified by certified email (PEC) to the counterparty at least 120 days prior to the expiry date.
- 8.2 The Customer can terminate the contract before its normal expiry date by sending notice by certified email (PEC) at least 120 days prior to the termination date. In the event of early termination of the Contract by the Customer with less than 120 days' advance notice, the Customer will be obliged to pay TMI, by way of penalty, all fees due on scheduled services for a period of 120 days from the date when early termination notice was sent. Services will be scheduled annually in the Scheduling Document for the facilities used by Customer in the current year (Annex d).
- 8.3 TMI will be entitled to terminate the Contract forthwith (Article 1456 of the Italian Civil Code) in the following cases:
- the Customer declares bankruptcy, enters an arrangement with creditors or is subject to other insolvency proceedings;
  - the Customer ceases its business activity;
  - TMI is no longer able to or authorised to provide the services;
  - the Customer fails to pay even a single invoice issued by Terminali Italia, where the invoice has not been disputed or has been improperly disputed by the Customer, after a period of 20 working days has elapsed



from the date of sending by TMI of notice to comply by certified email (PEC)/or registered mail, and where the Customer has not justified or remedied default;

-breach of Articles 5.3, 8.5, 9.5, 9.8, 12, 13.2 and 15.2.

- 8.4 The Contract will be deemed automatically suspended without penalty where Terminali Italia, for reasons beyond its control, cannot provide the tracks necessary for the performance of the service due to ordinary/extraordinary track or yard maintenance and in the event of track renovation or relaying work. Any such suspensions of the service will be promptly notified to the Customers.
- 8.5 The Contract will be deemed terminated if the Customer has had no active movements for more than 90 consecutive days at Terminali Italia's network terminals.

## **9. Fees and payment**

- 9.1 Handling service rates applying to the entire network operated by Terminali Italia will be published annually on the Terminali Italia website.
- 9.2 Specific fees payable to Terminali Italia for performing the Services at the individual facilities will be governed by the Economic Conditions agreed between the Parties by exchange of signed business correspondence. These rates will be set based on the Customer's actual traffic volumes, costs and TMI's ability to provide services at the facility.
- 9.3 The Parties acknowledge and agree that the amounts specified in the Economic Conditions, regardless of the term of validity of such conditions, will nonetheless be subject to adjustment as of 1 January each year based on the absolute variation in the ISTAT national consumer price index for working households ('FOP' index). Such variation will be measured year-on-year in the month of December.
- 9.4 Notwithstanding the case under point 9.3 above, Terminali Italia, for the full duration of the Contract or of its tacit renewals, will be entitled to increase fees for the Services, subject to advance notice of 90 days with respect to effective date of the increase, to be sent by certified email. Should the Customer not reply within 30 days of receiving notice of any such increase, this will be deemed tacit acceptance of the notified increase.
- 9.5 Should the Customer expressly refuse the increase, this will be deemed immediate termination of the Contract without penalty, effective from the effective date of the refused increase.
- 9.6 All amounts must be paid by the Customer by bank transfer to the current account given in the invoice, within 30 (thirty) days from the relevant invoice date. This 30 (thirty) day term is hereby expressly agreed between the Parties under Article 4(3), first sentence, of Legislative Decree No 231/2002, amended by Legislative Decree No 192/2012. If the guarantees under Art. 9.9 are pledged, the payment term will be 60 (sixty) days from the invoice date.
- 9.7 In the event of late payment, default interest will be charged as specified in Article 5(1), second sentence, of Legislative Decree No 231/2002, amended by Legislative Decree No 192/2012 and amendments.
- 9.8 If payment of fees is overdue by more than 60 (sixty) days, Terminali Italia – notwithstanding its right to avail of immediate termination under Article 8.3 of this Contract – will be entitled to suspend (until payment has been made under Article 1460 of the Italian Civil Code) performance of the services covered by the Contract, notwithstanding its right to be paid the amount due for the services performed.
- 9.9 Terminali Italia reserves the right, depending on the Customer's assessed financial risk, to require the Customer to pledge a guarantee issued by a TMI-approved financial or insurance institution for an amount equal to two months' payments, calculated based on the assumed/stated value of the level of traffic expected. In such cases, the Customer undertakes to present the guarantee to Terminali Italia within two months of being requested to do so, otherwise provision of services will be suspended.
- 9.10 The provision of separate services based on individual requests will not affect the uniqueness of the contractual relationship and therefore the express acknowledgement that TMI will be entitled to avail of its rights under Articles 1460 and 2761 of the Italian Civil Code, including for services other than those for which the unpaid fees are due.
- 9.11 Noncompliance with the agreed terms of payment for one or more services will result in charging of default interest at the statutory rate, as well as possible suspension of provision of terminal services in case of non-payment by any subsequently agreed deadlines.
- 9.12 Any offsetting of accounts between the Parties, in accordance with Article 1241 of the Italian Civil Code, will be subject to conclusion of a prior signed agreement between the Parties, no form of unilateral compensation being permitted. In any event, the Parties hereby acknowledge and accept that disputed invoices cannot be offset.

## **10 Working timetable**





- 10.1 Terminali Italia undertakes to comply with the established opening hours to the public in its terminals, as stated on the Terminali Italia website. Appropriate prior notice will be sent to Customers in the event of schedule changes or service stoppages due to any infrastructure maintenance needs arising.
- 10.2 The service will not be provided on public holidays. The following are considered public holidays: 1 January, 6 January, Easter Sunday and Monday, 25 April, 1 May, 2 June, 15 August, 1 November, 8 December, 25 and 26 December.
- 10.3 Notwithstanding the provisions of points 10.1 and 10.2 above, any other periods when services are not provided will be notified by TMI to the Customer at least 24 hours in advance.
- 10.4 In case of urgent need, the Customer can use the certified email address [produzione@pec.terminaliitalia.it](mailto:produzione@pec.terminaliitalia.it), giving at least 72 working hours' advance notice, to request exceptional services for hours/days falling on public holidays, not included in the published timetable or not ordinarily provided. In such cases, TMI will assess the feasibility of the request and reply by certified email (PEC) within 24 working hours of receiving the request. If the service is deemed feasible, Terminali Italia will attach to its confirmation any additional charges for the services together with the agreed unit rates; the service requested will be provided only after the Customer has accepted the additional charges.
- 10.5 In the event of delays to the Customer's trains and should the Customer request TMI to extend the Terminal's timetable beyond scheduled working hours, TMI will assess the feasibility of the request, provided that the Customer agrees to pay Terminali Italia any additional fees requested.

## **11. Notices and Contract Manager**

- 11.1 The Parties will notify their respective Contract Managers, who will be responsible for exercising all rights and powers provided for under this Contract:
  - The Contract Manager for Terminali Italia is the current Production Structure Manager.
  - The Contract Manager for the Customer is \_\_\_\_\_.
- 11.2 The Contract Manager will be responsible for coordinating and managing proper performance of contractual obligations and for relations with the counterparty.
- 11.3 Any changes must be promptly notified to the counterparty by registered letter with recorded delivery or by certified email (PEC) and will be effective on receipt of the notice.
- 11.4 The Contact Persons for services at the individual facilities are named in Annex e).

## **12. No assignment**

- 12.1 The Parties are expressly prohibited from assigning this Contract, in whole or in part. In the event of noncompliance with the prohibitions under this paragraph, this Contract will be deemed terminated in accordance with Article 1456 of the Italian Civil Code, notwithstanding the right of the compliant party to sue for damages.

## **13. Code of Ethics**

- 13.1 The Customer hereby declares that it has read Gruppo Ferrovie dello Stato Italiane's Code of Ethics published on the Terminali Italia website and is thoroughly familiar with its contents, undertaking – also on behalf of its directors, employees, independent contractors and sub-contractors and in accordance with Article 1381 of the Italian Civil Code – to strictly observe its principles.
- 13.2 In case breach of this undertaking, TMI will be entitled to terminate this Contract automatically under Article 1456 of the Italian Civil Code, by means of a unilateral declaration by TMI sent by registered letter with recorded delivery, without the need for advance or formal notice, in any event notwithstanding its right to compensation for any loss or damage.

## **14 Personal data processing**

- 14.1 The Parties undertake to process personal data collected within the scope of and for purposes related to the conclusion and performance of this Contract in accordance to the principles of lawfulness, fairness and transparency provided for under the applicable legislation on personal data the protection (Regulation (EU) 2016/679 and Legislative Decree No 196/2003 and amendments). Specifically, the Parties undertake to process personal data in accordance with the principle of data minimisation and to ensure their integrity and confidentiality.
- 14.2 The foregoing is notwithstanding each Party's obligation, as autonomous data controllers, to provide information on the processing of the personal data to any natural persons within its organisation or working for the counterparty whose data are processed for the purposes specified in the first paragraph of this article, as well as to ensure that data subjects can exercise their rights. This obligation will be fulfilled by Terminali



Italia S.r.l. by publication of the information in the personal data protection section of the site [www.terminaliitalia.it](http://www.terminaliitalia.it) and by the Customer in accordance with its own procedures.

14.3 Each Party will be liable for any objections, actions or claims by data subjects and/or any other person and/or any authority made or brought against it in relation to noncompliance with the applicable legislation on personal data the protection (Regulation (EU) 2016/679 and Legislative Decree No 196/2003 and amendments).

## 15. Price transparency

15.1 The Parties expressly and irrevocably:

- declare that the conclusion of this Contract was not subject to third-party mediation;
- declare that they have not paid or promised to pay to any person, either directly or through related companies or subsidiaries, monetary amounts and/or other consideration for intermediation or similar services in any way aimed at facilitating the conclusion of this Contract;
- undertake not to pay to any person and on any grounds whatsoever monetary amounts aimed at facilitating and/or rendering less burdensome the performance and/or management of this Contract in relation to the obligations undertaken, nor to take any action having the same effect.

15.2 Should even a single one of the declarations made under the previous paragraph prove to be untruthful, or any of the Parties fail to fulfil their undertakings and obligations for the full term of this Contract, it will be deemed automatically terminated in accordance with Article 1456 of the Italian Civil Code, due to the fault or negligence of the Party in breach, which will therefore be bound to compensate all loss and damage arising from such termination and be struck off the list of approved counterparties, where relevant.

## 16. Official language - Jurisdiction

16.1 The sole official language of this Contract and of all its appendices and annexes is Italian. Versions of the Contract translated into other languages, even where signed by the Parties, are intended for information purposes only. The Italian language version of the contract will prevail in the event of any discrepancies between the Italian version and a version in another language.

16.2 Any dispute or controversy between the Parties regarding interpretation, performance and termination of this Contract will be subject to the exclusive jurisdiction of the Court of Rome.

Rome, on \_\_\_\_\_

**The Customer**  
**(Stamp and Signature)**

**Terminali Italia S.r.l.**

For the purposes of Articles 1341-1342 of the Civil Code, the parties declare that they have read and specifically approved the following articles: 6. Liability – damages – insurance; 7 ITUs transporting dangerous goods/waste; 8 Duration – early termination – immediate termination; 9. Fees and payment; 10 Working timetable; 12 No assignment; 13 Code of Ethics; 15 Price transparency; 16 Official language - jurisdiction

**The Customer**  
**(Stamp and Signature)**

**Terminali Italia S.r.l.**