



Casale sul Sile, 14/02/2023

Doc. No. D03381351 A

Oggetto - Subject : TRANSPORT GENERAL TERMS

TRANSPORT GENERAL TERMS

(applicable to any transport contract between PM FORMING SRL and transport service providers)

Art. 1. Introduction.

1.1 These general terms of contract are intended to apply to every transport contract between PM FORMING SRL (hereinafter also designated: the Customer) and third-party carriers, prevailing in any case on any different agreements contained in the unilateral contract terms of the carrier companies.

1.2 By signing the individual contracts, the Client does not assume any exclusive obligation towards the Carriers and likewise does not undertake any commitment in terms of guaranteed minimum volumes of traffic.

Art. 2. Certification.

2.1 The Carrier declares under its own responsibility that it is registered in the National Register of Road Hauliers of goods on behalf of third parties, as per the documentation that he undertakes to attach at the same time as the conclusion of the contract.

2.2 The Carrier undertakes towards the Client to forward, at its request, suitable documentation proving the permanence of the registration in the National Register of Road Hauliers and to promptly communicate any limitations to transport.

Art. 3. Subject of the contract.

3.1 The Customer **not exclusively** entrusts the Carrier with the transport service, from the places indicated for loading to the places of unloading of the goods which will be indicated in writing from time to time with a specific request or transport order.

3.2 This documentation will be considered an integral and substantial part of this contract.

3.3 The Carrier undertakes to carry out the transports in relation to which the Customer will request it from time to time in writing, as indicated in the previous paragraph.

3.4. Each road transport service will always be performed according to the terms and clauses contained in this contract and in compliance with the indications contained in the registration certificate of vehicles used for transport, as well as the provisions concerning road traffic safety.

Art. 4. Transport request.

4.1. The executive details concerning the individual transports to be performed will be specified from time to time for each single transport and will be indicated in the written request for transport, to be considered as an integral and substantial part of the contract in written form also pursuant to Legislative Decree no. 286/05 and of Legislative Decree no. 214/08 and subsequent amendments.

4.2. For each individual transport, the Client will send the Carrier a written request for transport, indicating:

1. the parties involved in the transport;
2. the type of goods to be transported and related packaging;
3. the places where the goods are taken over, loaded and unloaded;
4. the fee for the specific transport requested, if in derogation from any tariff;
5. any exceptions and / or indications relating to the times for loading and unloading the transported goods provided for in Article 7 below;
6. any other instruction that the Client may intend to give to the Carrier.



Art. 5. Identification of transport vehicles.

- 5.1. The Carrier assumes the responsibility that all the means – of property or of others - that he will make available for transport, will always have all the technical and administrative requirements that make them suitable for the transport requested.
- 5.2. The Carrier undertakes to enter into individual contracts to issue the Client with appropriate documentation (list and self-certification) proving the suitability of the means for transport.
- 5.3. If the replacement of a vehicle is made necessary due to proven unforeseen impediments, the identification data of the vehicle used for the transport may be communicated in writing by the Carrier, even subsequently.
- 5.4. By signing the individual contracts, the Carrier acknowledges that the Client has verified that the Carrier is authorized and that the vehicles referred to in this article are suitable for carrying out the transport.

Art. 6. Place of delivery and redelivery of goods.

- 6.1. As a rule, the Customer undertakes to communicate in the transport request to the Carrier, the place of taking over and redelivery of the goods and in this case such communication will be considered an integral part of this contract. Moreover, in the event of a change in these indications before the start of the travel, such communication may not be made in writing if the new place indicated is located in the province of the original place.
- 6.2. The delivery of the goods to their destination must always be guaranteed according to criteria of professionalism and the Carrier undertakes to make available at its own expense other vehicles in the event of mechanical breakdowns of the vehicles, with characteristics that ensure the perfect execution of the service.
- 6.3 The exit of the goods from the places of loading (Casale sul Sile, unless otherwise agreed) without the carrier raising any simultaneous reservations on the condition of the goods will constitute proof of the good condition of the outgoing goods. Similarly, the return of the goods at their destination without simultaneous reservations by the receiver will constitute proof of the good condition of the returned goods.

**Art. 7. Loading and unloading waiting times for transport of full loads.
Deductible, recognized allowance and forfeiture.**

In compliance with the Ministerial Decree implementing art. 6 bis of Legislative Decree 286/2005, the parties agree that for carrying out only the transport of goods with full loads (and therefore with the exclusion of groupage transport) referred to in art. 4:

- 7.1 The waiting time for transport included in the agreed fee are **4 (four) hours**, in the service area of Casale sul Sile (or – if agreed a different place - at the loading points at the port terminals); as provided for in art. 3 of the aforementioned Ministerial Decree, from this count will be excluded the time for the material carrying out of loading operations and any consequent waiting time, as well as all suspensions of terminal activities due to trade union or meteorological causes.
- 7.2. For carrying out the transport of goods, the waiting time for the unloading of goods at the warehouses / deposits of the receivers included in the agreed fee for transport are **3 (three) hours**; as provided for in art. 3 of the aforementioned Ministerial Decree, from this count will be excluded the time for the material carrying out of the unloading operations and any consequent waiting time, as well as all periods of inactivity / interruption of the storage activities of the recipient of the goods and / or the sender, communicated by the Customer.
- 7.3. Under penalty of forfeiture, the Carrier must request any compensation from the Customer, no later than forty-eight **(48) hours** from the event, providing appropriate documentation regarding the exceeding of the deductible period; this documentation must prove the arrival time at the place of loading / unloading and the starting time of the operations. Once the documentation provided has been verified, in the event that the time limit set as a deductible has been exceeded, the Carrier will be entitled - in addition to the agreed remuneration for the transport - to the sum of **€ 40.00**, as compensation for each hour of further stop of the vehicle. If this sum is recognized, it will be invoiced as an indemnity item and will in no way be attributable to the transport cost.
- 7.4. The check on the calculation of any hourly compensation will be carried out taking into account the documents issued by the terminal, or by the receiver / sender (also through a delegate who will have to certify the arrival and waiting times of the vehicle).
- 7.5. The Carrier loses its right to compensation: in the event that the excess of the allowance period occurs for reasons attributable to the Carrier itself; if it has not made the vehicle available for loading and unloading operations within the indicated times and if he does not observe all the written indications provided by the Customer regarding the times and methods of these operations.
- 7.6. Compensation for exceeding the contractual allowance period will be borne by the Customer, without no prejudice to the right of compensation by the Customer against the actual person responsible.
- 7.7. In any case, there is no prejudice to the provisions of art. 9 letter o).

Art. 8. Obligations of the Customer.

8.1. Pursuant to art. 4-bis of the revised article 83 bis of Legislative Decree no. 112 of 2008 up to the date of adoption of the resolution of the President of the Central Committee for the "national register of natural and legal persons who carry out the road transport of things on behalf of third parties" which will establish a specific control section on the internet portal, in order to guarantee the 'assignment of transport to Carriers who fulfil the legal

obligations, the Customer will verify this regularity, acquiring, by signing this contract, the certification issued pursuant to art. 4-sexies art. 83 bis by the social security institutions dated no earlier than three months, from which it appears that the company respects the payment of insurance and social security contributions (Annex 4).

8.2. The Customer will send the Carrier, a transport request for each individual transport, which will always form an integral part of this contract.

8.3. The Customer undertakes to remunerate the Carrier by paying the agreed freight rates at the agreed deadlines.

Art. 9. Obligations of the Carrier

9.1. The Carrier undertakes to perform the services covered by the transport contract and the other obligations assumed with its business organization.

9.2. In particular, the Carrier must:

a) guarantee constant and full compliance with the rules of conduct provided for in this contract, always respecting the provisions of Legislative Decree 30.04.92 n. 285 (so-called Codice dell Strada), where applicable, and guaranteeing to give instructions to its employees and persons in charge in this regard;

b) keep on the vehicle used for transport a copy of this contract or declaration certifying the existence of this, as well as the received request for transport, showing this documentation to the competent authorities in the event of a request / verification;

c) keep in the vehicle the appropriate documentation to demonstrate the qualification on the basis of which the driver works with the Carrier itself and, if the driver is a non-EU citizen, the certificate of the driver referred to in the CE Regulation no. 484/2002 of the European Parliament and of the Council of 1 March 2002; as well as the "absence check form" in order to show this documentation to the competent authorities in the event of a request / verification;

d) be in the place indicated by the Customer to carry out the loading and / or unloading of the goods to be transported, equipped with suitable means and instruments for carrying out the transport correctly, at the times that will be indicated from time to time by the Customer. Any delay and / or impediment must be promptly written notified to the Customer;

e) check the condition of the goods and verify the completeness of the documentation relating to the load, noting any reservations and the Carrier must verify the completeness of the documentation relating to the load; any reservations must be noted in writing. It is understood that in the absence of specific reservations, the goods will be presumed intact at the time of loading and it will be the carrier's responsibility to prove otherwise.

f) perform the services covered by this contract with the utmost diligence and care, ensuring compliance with the usual terms of service for each individual section, or the different delivery terms agreed from time to time with the Customer, always and in any case in full compliance with the provisions on road safety. In particular, in the execution of all the transports entrusted and covered by this contract, the Carrier, Sub-Carrier and any authorized Third Carrier, in the hypothesis referred to in art. 1700 cc, must strictly comply with the provisions of the Highway Code (Legislative Decree 30.04.1992 n. 285) and subsequent amendments and in particular in compliance with the articles: 61 (shape limit), 62 (mass limit), 142 (speed limits), 164 (placing the load on vehicles), 167 (exceeding the mass indicated on the registration certificate), 174 (driving and rest times).

g) use suitable means for capacity and payload, in full efficiency of mechanical and structural parts and with approved tires and in good condition. The means used must be equipped with an anti-theft device of proven efficiency and suitable for guaranteeing high safety levels. In the absence of an anti-theft device, the vehicles must be sheltered in locked garages or in protected areas or under uninterrupted surveillance;

h) guarantee the constant custody of the transported goods. During each stop and regardless of its duration, the driver is required to always insert the alarm. In the event of theft of the vehicle, the Carrier is required to immediately report the event to the Police Authority and to the Customer;

i) maintain the strictest confidentiality on any information concerning the Customer's business that may come to his/her attention during the performance of the service;

l) pursuant to art. 4 sexies of art. 83 bis D.L. 112/2008, provide at the signing the contract - in order to be an integral part of it for all legal purposes - certification issued by the social security institutions, dated no earlier than three months, showing that its correct situation of the payment of insurance contributions and social security;

m) in case of written authorization for the use of sub-carriers, obtain from them suitable documentation that guarantees the authorization to transport on behalf of third parties, the regular position with the social security institutions (valid at least quarterly) and suitable insurance coverage that covers the same risks guaranteed by the Carrier to the Customer, as well as to sign suitable written contracts as expressly provided for in the following article 12;

n) verify through all appropriate measures that any authorized sub-carriers do not get the execution of the transport to sub-sub-carriers in violation of the prohibition pursuant to art. 6-ter of the "Legge di Stabilità" 190/14.

o) given the possible need for special lifting means for the purposes of loading / unloading the goods, means of which PM FORMING SRL is not equipped, it is the Carrier's obligation to inform the Customer in adequate advance of the need to rent such means or in any case procure their availability. In the absence of adequate advance notice, the Carrier will lose the right to compensation for the waiting times provided for in Article 7 of these contractual terms.

9.3. Failure by the Carrier of even one of the obligations specified above may constitute grounds for termination of the contract, as provided for in Article 12 below.

Art. 10. Liability of the Carrier

10.1. The Carrier is responsible, as well as in the cases regulated by law:

- a) for the loss and / or damage of the goods transported from the moment in which the vehicle was loaded up to the moment of delivery at destination. Consequently, the Carrier undertakes to indemnify the Customer from any liability for damage, even indirect, deriving from the loss or damage of the goods for reasons attributable to him;
- b) for damages that it may cause due to delays in the delivery of the transported goods and undertakes to indemnify the Customer from any liability for damage, even indirect, deriving from delay due to causes attributable to him;
- c) compliance with all insurance, social security and accident prevention regulations relating to its business and, consequently, will hold the Customer harmless from any liability relating to such regulations.

10.2. In any case, the Carrier undertakes to indemnify the Customer and the owner of the goods in relation to any claim and / or legal action brought by third parties against it and related to the execution of this contract, including any actions brought by its employees and / or by Sub-Carriers. The Carrier authorizes the Customer to fully compensate the amounts due to it by way of consideration for the transport already carried out, with the provisions as compensation for damages for its own responsibility.

Art. 11. Insurance obligation

11.1. The Carrier undertakes to stipulate with a primary insurance company one or, if necessary, more policies with adequate maximum coverage, large in relation to all its responsibilities and which covers all damages and / or breakdowns suffered by the transported goods (including damages and breakdowns caused with wilful misconduct and gross negligence), as well as to cover civil liability towards third parties.

11.2. The Carrier undertakes to provide at the request of the Customer a copy of the insurance policy stipulated pursuant to this article, as well as - upon request - a copy of the relative payment receipts.

Art. 12. Express termination clause.

12.1. The contracts concluded with PM FORMING SRL will be terminated in the event that even one of the breaches provided for in the previous articles 9, 10 and 11 should occur and in the following additional cases:

- a) loss by the Carrier of the legal requirements for the execution of transport;
- b) submission of one of the parties to bankruptcy proceedings or any other insolvency proceedings;
- c) carrying out of transport within the scope of this contract in sub-transport by carriers not authorized by the Customer or execution of transport by third-party carriers in violation of the prohibition pursuant to art. 6-ter of the Stability Law 190/2014.

Art. 13. Provisions on the Carrier's personnel.

13.1. The Carrier expressly guarantees that, for the performance of the service covered by this contract, it will use qualified personnel, who will be assured of an economic and regulatory treatment in compliance with the current provisions of law and / or collective agreement regarding labour law and social security (by way of example, the rules on wages, social security contributions, insurance, health and hygiene and accidents).

13.2. The Carrier guarantees full compliance with the applicable labour provisions for its employees. In any case, the relative responsibilities deriving from non-compliance with the relative regulations, both civil and criminal, will always remain the sole responsibility of the Carrier.

13.3. The Carrier undertakes to deliver to the Customer a certificate issued by the social security institutions dated no earlier than three months, showing that it is up to date with the payment of insurance and social security contributions, and undertakes to provide a quarterly update of this certification.

13.4. The Carrier also undertakes to indemnify the Customer and the owner of the goods from any claim and / or request of its staff, assuming responsibility and all related charges and expressly exempting the Customer and the owner of the goods from any economic claim and / or request that may be do against the latter for any title, reason or cause (including by way of compensation for damage) in any case dependent or relating to personnel (for example and not limited to: refunds, salary differences, provisions of the Severance pay, contributions and social security payments, accidents at work).

13.5. The Carrier undertakes to comply with all obligations deriving from laws and regulations on safety and hygiene at work, with particular reference to Legislative Decree no. 626/1994, Legislative Decree n. 81/2008 and subsequent amendments, providing its staff with the equipment and accident prevention devices suitable and appropriate for the type of activity covered by this contract and verifying, through their supervisors, the systematic and correct application of the rules given as well as the use of the equipment provided. In this regard, the Carrier declares to use adequately organized resources, means and personnel in order to ensure the protection of the health and safety of the employees to carry out the required work;

13.6. The Carrier undertakes to require its employees to behave correctly during the service and in particular to enforce the provisions on road safety dictated by the current "Codice della Strada" or other legal provisions, giving them adequate and precise instructions about this issue.

Art. 14. Regulation about sub-transport

14.1. In partial derogation from art. 9, ONLY with the prior written authorization of the Customer, the Carrier may entrust the execution of the transport operations and services to which it is obliged to sub-carriers.

14.2. In this case, the Carrier undertakes:

a) to stipulate written contracts with authorized sub-carriers that contain all the essential elements identified by Legislative Decree no. 286/2005 and subsequent amendments, where applicable;

b) to verify and acquire from the sub-carriers the certificate of qualification for the trucking of things on behalf of third parties, and suitable attestation about the fact that the vehicles made available by the sub-carriers are suitable for the execution of the transport entrusted.

c) to guarantee the Customer that the sub-transport is always carried out by subcontractors in compliance with the social security, insurance and remuneration obligations of the law; for this purpose, the Carrier undertakes to verify this regularity, always acquiring from the subcontractors certificates issued pursuant to art. 4-sexies art. 83 bis by the social security institutions, from which it appears that the subcontractors reflects the requirements (DURC).

14.3. The Carrier must also always ensure to the Customer that the sub-carriers are provided with insurance coverage such as those referred to in Article 11 of this contract, which it undertakes to carefully check, obtaining appropriate documentation. All authorized sub-carriers must always and in any case strictly comply with the provisions of the Highway Code (Legislative Decree 30.04.1992 n. 285 and subsequent amendments).

14.4. The Carrier undertakes to indemnify and hold unscathed the Customer from any damage and / or compensation request that for any reason may arise from the work of its sub-carriers.

14.5. The indemnity must also be considered extended to any higher compensation requested for any reason by the sub-carriers and / or by sums for compensation already regularly paid by the Customer to the contractual Carrier and / or by requests from the employees of the sub-carriers.

14.6. The Carrier assumes in favour of the Client an express guarantee that any sub-carrier authorized on the basis of this clause and pursuant to paragraph 3. of article 6ter of Legislative Decree 286/2005 DOES NOT entrust another carrier to carry out the transport.

Art. 15. Cost of transport and invoicing.

15.1. The Carrier expressly declares and accepts that for the traffic volumes provided by the Customer and for the number of vehicles made available in relation to its organization, the fees for transport will be exclusively those to be agreed *una-tantum* in the form of a general tariff, which will be attached to the individual contracts and which in any case will constitute an integral part thereof; these fees will constitute the price for the transport service provided by the Carrier, carried out from the place of start of the transport to the place of delivery, as well as any other service due, with the exception of any surcharge or additional request or claim for any reason.

15.2. Unless otherwise specified, these fees include any charges necessary for carrying out the transport (for example and not limited to: fuel, tolls, vehicle equipment, special equipment for the protection of traveling personnel, etc.) ..

15.3. Any stops for the loading and / or unloading of the transported goods / container, in addition to any deductibles that may be included in the fees defined in the tariffs to be agreed, will be paid as compensation and only within the terms and within the limits already agreed between the parties pursuant to art. 8 and in any case, only upon verification of proven and accepted suitable documentation.

15.4. Pursuant to paragraph 5 of art. 83 bis of the law 6 August 2008, n. 133, the parties mutually acknowledge that the agreed price for transport will be adjusted on the basis of changes in the price of diesel fuel that exceed the value taken as a reference at the date of signing of this contract by 2%; this adjustment - which will also be made in relation to changes in Italian motorway tariffs - must be requested upon explicit written communication from the Carrier.

15.5. For any types of transport not provided for in the tariff agreements to be stipulated with the Carriers, and / or in the case of exceptional transport, the fees must be agreed in advance in writing and will be communicated together with the transport request - which will always be an integral part of this contract document - and accepted by the Carrier, it is understood that all the general terms set out in this contract will always and fully apply to these transports.

15.6. The invoicing will follow the execution of the transport as required by law, the amount due to the Carrier will be paid after acceptance of the tax documentation and will be paid within 60 (sixty) days from the date of issue of the invoice.

15.7. Under penalty of forfeiture, the Carrier must ask for any differences in remuneration that it deems due for any reason, none excluded, by sending registered letter within the peremptory term of 180 (one hundred and eighty) days from the date of invoice issue.

Art. 16. Prohibition of contract transfer.

16.1. The contracts concluded with PM FORMING SRL are intended as stipulated "*intuitu personae*" and cannot be transferred either in whole or in part, without the prior written consent of the transferred party.

16.2. If the contracts are transferred by one party without the written consent of the other party, this must be understood as terminated by law in accordance with art. 1456 of the Civil Code.

Art. 17. Confidentiality

17.1. Each of the Parties undertakes to maintain, and to ensure that their representatives, employees and consultants maintain, full confidentiality on the agreements and methods of execution of the contracts, as well as on any information and documentation of a confidential nature relating to the other party, that each party has become aware of, in the context of the negotiation and execution of the contracts, except for what should be communicated to the Public Authorities pursuant to any applicable laws.

Art. 18. Effectiveness and duration of framework contracts.

The framework contracts for multiple services stipulated between PM FORMING SRL and the Carriers will be effective for twelve (12) months from the CERTAIN DATE of the stipulation (as governed by art. 21) and will NOT be tacitly renewed at the natural expiry.

Art. 19. Amending agreements.

19.1. Any modifying agreement of the contracts concluded with PM FORMING SRL must be concluded in writing, under penalty of invalidity, pursuant to art. 1352 Civil Code.

19.2. Changes to any contractual attachments (for example: a general tariff) may be agreed in writing during the force of the contract, by written communication by sending a registered letter with acknowledgment of receipt or certified e-mail with an acceptance deadline of 15 days.

19.3. In the event that the recipient of the message intends to accept the proposed modification, he will simply have to give written notice of it for acceptance; if, on the other hand, he does not intend to accept these changes, he must notify them within 15 days of receipt, by registered letter with acknowledgment of receipt or by certified e-mail, inviting the requesting party to a meeting to agree on the changes to the attachments. In the event that after this meeting it is not possible to reach an agreement, the contractual relationship will be considered mutually terminated, without the need for any further communication.

19.4. In the event that the recipient of the written communication of modification of the attachments, does not respond in writing in the manner described above and within the terms indicated, the amendments to the attachments will be considered accepted by him.

Art. 20. Applicable regulations.

For anything not expressly provided for in these general terms, please refer to the applicable legal provisions, and in particular to art. 1678 and following of the Civil Code, to the Law 1 March 2005, n. 32 and the Legislative Decree 21 November 2005, n. 286, 10 as well as to Law No. 133 of 6 August 2008 and subsequent further additions and amendments including the recent Law 190 of 23 December 2014.

Art. 21. Certain date.

PM FORMING SRL and the Carriers will attribute to the individual contracts to be stipulated the certain date by postage and post office date stamp or by the date of the certified email.

Art. 22. Assisted negotiation.

22.1. The parties will cooperate in good faith and with integrity to try to resolve out of court any dispute that may arise between them and concerning the contracts - including those relating to the interpretation, validity, execution and termination of them - and will participate in the assisted negotiation procedure as referred to in Chapter II of the Law Decree 12 September 2014 n. 132, converted with amendments by Law 10 November 2014, n. 162, agreeing with the assistance of their lawyers the methods of implementation.

22.2. In any case, the parties will hold a first meeting to try to resolve any disputes arising out of court at the Customer's registered office - in Casale sul Sile, Via Valli 15, 31032.

Art. 23. Arbitration

If an agreement is not reached through the assisted negotiation procedure referred to in art. 20 of this contract, the parties will in any case devolve all disputes arising from the interpretation, execution, resolution and validity of the contracts to the decision of a single arbitrator to be appointed in accordance with the rules of procedure provided for by the Statute and the Rules of the Arbitration Chamber of the Chamber of Commerce of Vicenza.

The appointed Single Arbitrator will decide ritually and according to law.

Art. 24. Termination clause pursuant to Legislative Decree 231/01

The carrier is deemed to be aware of the provisions of Legislative Decree 231/01, and subsequent additions, as well as the rules of the Code of Ethics and those provided for by the Organizational Management and Control Model of the Customer published on the company website including the Risk Assessment Document available at the Customer's operational headquarters. Therefore, it undertakes to behave in line with the aforementioned Code of Ethics, with the Model and with the Risk Assessment Document, for the applicable parts, and in any case undertakes to maintain a conduct that does not expose the Company to risk the application of the sanctions envisaged by the aforementioned Legislative Decree and by the regulations referred to therein also in the field of health and safety in the workplace. Failure to comply with this commitment will constitute a serious breach of

contract and will entitle the Customer to terminate this contract with immediate effect, pursuant to and for the purposes of art. 1456 of the Civil Code, without prejudice to compensation for damages.

Art. 25. Right of termination.

The parties will in any case have the right to terminate the contracts even before their natural expiration, by giving immediate notice to the other and then formalizing the withdrawal by registered letter with acknowledgment of receipt or certified e-mail (PEC) which must be delivered with at least 10 (ten) days in advance of the date on which the withdrawal is intended to become effective.

Art. 26. Contractual communications

The Customer defined its headquarters in Casale sul Sile as its address and domicile for the purposes of any contractual communication.