



## GENERAL CONTRACT TERMS AND CONDITIONS

### 1) PURPOSE OF THE CONTRACT

CTS S.p.A. may alternatively or jointly operate as:

- CARRIER or SUB-CARRIER pursuant to art. 1678 et seq. of the Italian Civil Code and the Italian legislative decree no. 286/2005 and subsequent amendments for haulage with departure and arrival in the territory of the Italian Republic; pursuant to the CMR Convention of 19 May 1956 directly or through sub-carriers or as sub-carrier for haulage with departure and arrival in a territory other than that of the Italian Republic. The Customer expressly authorizes CTS S.p.A. to carry out all or part of the transport through sub-carriers.
- FREIGHT FORWARDER pursuant to art. 1737 of the Italian Civil Code. Should any customs activities be required, please note that CTS S.p.A. shall not be responsible for any customs declarations.
- SERVICE PROVIDER or SUBCONTRACTOR in case of lifting, handling, positioning and assembly of goods either directly or through subcontractors or as subcontractor.
- LESSOR in case of leasing of vehicles for transports with driver (so-called operated equipment rental) or without driver (so-called equipment rental).

### 2) GOVERNING LAW, LANGUAGE AND INTERPRETATION

Contracts between CTS S.p.A. and the Customer shall be governed by the Italian laws, the rules expressly referred thereto and the International Conventions. The contract language shall be Italian. In the event of any uncertainty regarding the logical/literal interpretation and/or discrepancy between the Italian written text and the respective translation into other languages, the interpretation of the Italian text shall prevail.

### 3) REGIME AND EFFECTIVENESS OF CLAUSES

These clauses shall be considered as general contract terms and conditions drawn up by CTS S.p.A. and automatically inserted into any individual contract provided that the other party, i.e. the Customer, knows or should have known them according to reasonable care and diligence. CTS S.p.A. publishes these terms and conditions on its institutional website, at the link <http://www.ctstrasporti.it/en/download>. Any vexatious clauses are expressly highlighted therein and mentioned in any individual contract, and the Customer is specifically requested to sign them in order to fulfil the obligation of the entrepreneur to inform the Customer thereof. The contracting party shall be responsible for verifying the general contract terms and conditions applied by the entrepreneur in order to 'know them', being aware that, otherwise, they 'should have known them according to reasonable care and diligence'. Should any provision be null and void, all other provisions shall remain fully valid and effective.

### 4) EXECUTION OF THE CONTRACT

This framework Contract replaces and supersedes any previous Contract between the parties. This Contract shall come into effect from the date of signing and shall remain in effect for 1 (one) year, at the end of which it shall be automatically renewed each year for one additional year, unless either party withdraws from it by means of a 2 (two) months' notice to be given by registered letter with return receipt or by certified email.

This contract defines the overall legal framework for the stipulation of individual future contracts between the parties. Any amendment to these general contract terms and conditions that may be agreed between the parties, including those inserted into a quotation and/or order confirmation, shall only apply to the individual contract in question and shall not affect the application of this framework contract to subsequent contracts. An individual contract shall be deemed executed upon receipt by the Customer of the written acceptance of the order in its entirety. No order shall be deemed binding until it is accepted by CTS S.p.A.

The quotation sent by CTS S.p.A. to the Customer shall be valid for 30 days from the issuance date, unless otherwise specified therein.

### 5) OBLIGATIONS OF THE CUSTOMER

Unless otherwise and expressly agreed, the Customer shall:

- provide all the information, procedures and documents required for the correct performance of the contract and to operate in utmost safe conditions.
- prepare a sufficiently solid ground to operate in utmost safe conditions and ensure that such conditions are maintained throughout the entire task entrusted with CTS S.p.A.;
- report the presence of electrical or water pipes, manholes or any critical areas of the pavement of whatever nature;
- remove or secure any air crossings in the work area of the vehicles or equipment to be used;
- supply goods free of oils or liquids that could leak and disperse in the environment during the requested service;
- be responsible for the study and provision of any structural reinforcements and/or frames/saddles/supports that might be necessary for the correct performance of the requested services;
- supply any specific equipment, it being understood that CTS S.p.A. shall only be responsible for the supply of bands, ropes and standard chains;
- be available to be contacted for any indications during the performance of the requested services;
- in particular, in case of transport:
  - o supply the transported goods in the place, at the time and in the agreed conditions and indicate the addresses, references, number of parcels, dimensions, weights, centres of gravity, and possible obstacles. If the information provided is incorrect, all expenses relating to a possible block of transportation as specified below under clause 8, empty journeys, damage caused or suffered, longer processing time and any other adverse consequence shall be charged to the Customer;
  - o indicate and prepare attachment/slinging/lashing points placed structurally on the load as well as the lifting hooks and the centre of gravity;
  - o carry out the loading and unloading of goods at its own risk and expense;
  - o provide suitable goods coverage; lay the tarpaulin using its own personnel and means, it being understood that CTS S.p.A. shall only be responsible for fixing it; in case of request for a tarpaulin suitable for coverage, immediately return the tarpaulin to the driver at the end of the transport;
  - o provide the goods with suitable and adequate packaging (considering that the tarpaulin cannot in any case ensure total protection against weather conditions), free from any sharp edges or cutting parts that may damage the tarpaulin;
  - o in case of exceptional transports, promptly provide all the necessary documents for requesting any transit permits;
  - o provide all necessary means, equipment and assistance in order to allow CTS S.p.A. to provide the requested services, including, but not limited to, the unloading and reloading of the equipment and/or function trolleys from/on the means of transport and/or assistance for assembly/disassembly;
- in the specific case of positioning and assembly services:
  - o provide electricity and lighting, including the connections to the work area, as well as heating, conditioning, compressed air, water and steam, if necessary;

- any previously agreed tests shall be carried out soon after the issuance of the end of work declaration by CTS S.p.A. and any defects shall be immediately notified in writing. Otherwise the operations shall be deemed to have been performed in a workmanlike manner, and the Customer shall not be entitled to submit any claim in relation thereto;
- should the Customer not fulfil all or part of its obligations, CTS S.p.A. shall be entitled to fulfil them directly or through third parties, charging to the Customer the relevant costs with a 10% surcharge to cover the operating costs of CTS S.p.A., without prejudice to the right to claim any higher damage;
- pay the fees agreed upon within the agreed terms. In the event of any dispute, the Customer shall be nonetheless required to pay the undisputed fees. Any late payment shall trigger an acceleration clause and the Customer shall be liable, without the need for prior notice, to pay default interest to the extent provided for by art. 5 of the Italian legislative decree no. 231/2002 and subsequent amendments, without prejudice to the right to claim any higher damage. Any costs incurred for the collection of credits shall also be considered indemnifiable as 'higher damage' according to the combined provisions of art. 1218, 1223, 1224, 1194 and 1196 of the Italian Civil Code, as well as pursuant to the Italian legislative decree no. 231/2002 and subsequent amendments.

#### 6) CUSTOMER'S RIGHT OF WITHDRAWAL

If the Customer cancels the requested transport/shipment or service, or otherwise postpones its execution, by providing less than 10 days' notice prior to the time established for the commencement of the transport or service and/or any connected accessory services, CTS S.p.A. reserves the right to charge 50% of the contract price, without prejudice to the right to claim any higher damage, and in any case not less than the minimum rate. In any case, in addition to the out-of-pocket expenses and costs already incurred, CTS S.p.A. shall always charge 20% of the contract price, regardless of the cancellation or postponement notice, without prejudice to the right to claim any higher damage.

#### 7) EXPRESS TERMINATION CLAUSE

The non-performance of the obligations under clause 5 and/or 13 of this contract shall be considered as a material default and shall entitle CTS S.p.A. to immediately terminate the contract.

In case of unexpected events that may considerably modify the economic importance or the contents of the services or anyway seriously affect CTS S.p.A., or if the performance of the services subsequently turns out to be impossible, the contract shall be duly adjusted to such circumstances. To the extent that the contract turns out to be not economically sustainable, CTS S.p.A. shall be entitled to terminate it, totally or partly, with immediate effect.

In any case CTS S.p.A. shall be entitled to charge all expenses incurred so far.

**Specific note on the feasibility of exceptional transports:** the transport routes shall be suggested upon quotation of the service according to CTS S.p.A.'s past experience. No guarantee may be given beforehand about the granting of the necessary authorizations. When the authorities responsible for issuing the transit permits request any technical studies on the constructions existing along the route, it is only possible to compare the stress caused by the means of transport with the stress caused by the design loads according to which the constructions have probably been designed (based on their estimated manufacturing period), so there is no certainty that the outcomes of the calculations will be positive, and the same goes for any requested tests on materials. The costs for any operations requested by competent authorities and/or any other expenses, including expenses for restorations, 'compensatory' works, etc., as well as the costs for the granting of any guarantees shall be fully borne by the Customer. In these cases, any deadline for the performance of the service specified in the order shall no longer be binding and the service execution schedule shall be established according to the new timeline drawn up by CTS S.p.A.

#### 8) CLAUSES APPLICABLE TO THE AGREED RATES

Unless otherwise agreed in writing, the rates specified in the individual contracts imply:

- compliance with the Customer's obligations under clause 5;
- for transport services, the costs due to any stops shall be calculated as follows: Allowance for loading/unloading which may not be combined: 2 hours. Unless otherwise specified in the individual offers, for each additional hour, the following rates shall be applied: € 75 for legal articulated lorries (€ 600/day); € 87.50 for lowered articulated lorries (€ 700/day); € 100 for exceptional transport with permanent permits (€ 800/day); from € 125 to € 350 for exceptional transport with single-journey permits (from € 1,000 to € 2,800/day) depending on the type of vehicle used. In the event of any stops due to force majeure, interruptions, needs, strikes, weather events or otherwise for reasons beyond the control of CTS S.p.A., CTS S.p.A. shall be nonetheless entitled to be paid 50% of the contract price, without prejudice to the right to claim any higher damage resulting from the need to obtain new permits and/or reorganize the transport services. The rates shall be increased by 50% on Saturdays and 65% during holidays;
- the agreed rates do not include those costs that are not related to the standard obtaining of transit permits, such as inspections, removal of obstacles and signs, dismantling, demolition, restoration, engineering works, civil works, shoring and anything else necessary for the performance of the requested service. Likewise, the agreed rates do not include the costs for any technical studies and/or tests on materials requested by the authorities responsible for issuing the transit permits, any technical assistance required, any police escorts and/or vehicles additional to the ones already included in the specifications (whose invoices, if issued abroad, may be received after several months from the date of performance of the service), any operations or works to be carried out on the roads for transit purposes or change to the route due to road works or other limitations imposed or anyway not known, any axle weighing required along the route, any traffic interruption or road closure orders. Such costs shall be charged to the Customer with a 10% surcharge to cover the operating costs of CTS S.p.A.;
- the costs and losses resulting from any modification or cancellation of the transport instructions at the Customer's request, with particular reference to the costs of requesting new permits due to expiration or unusability of those previously obtained or otherwise already requested, shall be charged to the Customer;
- for SPMTs, the rates applied shall be € 120/axle/day and from € 240 to € 360 €/ppu/day, in addition to the costs for fuel and operators and any accessory charges (travelling, board and lodging expenses).
- for services other than transport/shipping, a minimum of at least 4 hours worked shall be calculated, from the departure from the CTS S.p.A. operating office and until return thereto. The hours worked counted shall be considered without interruption, except for lunch break. In the event of any stops due to force majeure, interruptions, needs, strikes, weather events or otherwise for reasons beyond the control of CTS S.p.A., CTS S.p.A. shall be nonetheless entitled to be paid 50% of the contract price. In the event of overtime, surcharges shall be charged at the rate of 30% for daytime work on a weekday, 50% for night-time work on a weekday or daytime work on Saturdays, 65% for daytime work during holidays, 75% for night-time work during holidays;
- operated equipment rental, lifting, handling, positioning and assembly of goods shall be carried out during ordinary daytime working hours on a weekday;
- for services performed far from CTS S.p.A. premises which require operators to overnight elsewhere, if no suitable restaurant and accommodation facility close to the place of work does exist, the time taken to cover the distance between the place of work and the restaurant and accommodation facility shall be calculated as hours of work and the relevant expenses shall be charged to the Customer with a 10% surcharge to cover the operating costs of CTS S.p.A.;
- the hours or days spent for safety training courses required to access any premises as well as for coordination meetings, work interruptions due to any reason not imputable to CTS S.p.A., local holidays and similar events shall be, too, calculated as hours of work;



- in the event of activities that do not start and end during the same month, the fees shall be calculated on a monthly basis considering the activities already performed. The Customer undertakes to analyse the progress of the services resulting from the documentation within five days of receipt and to countersign it for acceptance. If the documentation is not signed, any objections shall also be made within the same five-day term. Otherwise the Customer shall not be entitled to raise any objection to the payment requested and shall pay the relevant amounts without delay;
- all rates shall be always deemed net of VAT;
- pursuant to the Italian legislative decree no. 21/22 turned into Italian Act no. 51 of 20 May 2022, the agreed rate shall be adjusted to the cost of fuel according to the changes in the diesel price as monthly registered by the Italian Ministry for Ecological Transition, if such changes exceed 2% of the value taken as reference upon entering into the contract or upon the last adjustment of the contract.

#### 9) LIMITATIONS OF LIABILITY OF CTS S.P.A.

CTS S.p.A. shall not be liable for any damage caused by slight negligence, such as standard paint abrasion at lifting points.

Notwithstanding art. 1223 et seq. of the Italian Civil Code, CTS S.p.A. shall not be liable for any indirect damage.

CTS S.p.A. shall be liable for any loss or damage caused by its negligence in the performance of the contract but shall not be liable for any loss or damage due to the negligence of the Customer or third parties.

CTS S.p.A. offers "on hook" insurance that provides a coverage up to € 1,000,000.00 for losses or damages resulting from operated equipment rental, lifting, handling, positioning and assembly of goods. If the Customer does not deem this sum sufficient for the agreed work, it must notify CTS S.p.A. thereof in writing and on its letterhead and declare the value of the goods. Otherwise, such sum shall be deemed sufficient and, in the event of damage due to gross negligence by CTS S.p.A., any claim by the Customer shall be limited to the above limit of liability.

In the event of loss or damage to the goods, the following regulations shall apply to the transport contract:

- for transport in Italy, Italian legislative decree no. 286/2005 and subsequent amendments and/or supplements: € 1/kg of gross goods;
- for international transport, the C.M.R. Convention: 8.33 SDR/kg of gross goods;
- for intermodal transport, should it be impossible to identify the leg of the transport in which the loss occurred, art. 1696 of the Italian Civil Code shall be applied.

If the Customer requires a higher coverage up to € 500,000.00, an insurance cost of 0.1% over the value of goods or over 110% of the value of goods shall be charged to the Customer, depending on the request of the Customer. For values higher than € 500,000.00, a specific quotation must be requested.

In any case, a mere declaration of value shall not constitute a request to CTS S.p.A. to insure the goods. If the Customer covers such excess values on its own, then the Customer shall co-insure CTS S.p.A. or provide for a waiver of the insurance's right of recourse against CTS S.p.A. and its collaborators.

For operations in which CTS S.p.A. acts as FREIGHT FORWARDER, in addition to art. 1737 et seq. of the Italian Civil Code, the general shipping conditions drafted by FEDESPEDI 2009, available on the website [www.fedespedi.it](http://www.fedespedi.it), shall also apply and shall be deemed fully referred to and undersigned herewith. In particular, the following vexatious clauses shall apply:

##### 5. Delivery terms

The Freight Forwarder shall not guarantee the delivery of the goods on an agreed time, and therefore it shall not be liable in any case for any delay in collecting, transporting and/or delivering any shipment irrespective of the cause of such delays or of any request by the Principal for specific delivery terms even if indicated on the shipping documents.

##### 11. Liability

11.1 The Freight Forwarder shall not be liable for the performance of the transport but solely for the performance of the task received and for any ancillary obligations.

11.2 The liability of the Freight Forwarder-Carrier for any damage and claim resulting from the operations of shipment and/or transport, including any technical stops, shall not exceed the limit of liability claimable by the Freight Forwarder and/or Carrier under the relevant uniform regulations applicable to each shipment or under the relevant national law applicable to each transport and/or shipment, including the Italian law, and in any event it shall not exceed the limit of liability applicable and claimable by the actual carrier.

By 'technical stop' it is meant the stoppage of the goods in a storage area or in a warehouse or in a terminal or in any other cover area for any need relating to the performance or continuation of the transport or, in any case, for storing the goods during transport or while waiting to deliver the goods to the Carrier or to the Consignee.

##### 12. Loss occurred during unidentified leg

Whenever it is impossible to identify the leg of the transport in which the damage or loss occurred as well as in case of damage or loss occurred during warehousing and/or storage not identifiable as technical stop (thus including the deposit granted free of charge or by courtesy) performed by the Freight Forwarder using its own facilities or performed by its agents, or in case the bailee or the agent during the period of storage and/or handling cannot benefit from any limits of liability, the maximum limit of liability equal to 8.33 SDR for each kg of lost or damaged goods shall apply.

##### 13. Indirect damage

Notwithstanding art. 1223 et seq. of the Italian Civil Code, the Freight Forwarder shall never be liable for any indirect damage (such as, but not limited to, loss of profit, loss of interests or damage due to delays in performing the transport).

In particular, in case of shipments of samples and commodities or goods to fairs, exhibitions, events and the like, which the principal or consignor has expressly indicated as such, compensation for any recoverable loss (if due) shall not exceed the amount of the agreed freight charge.

##### 14. Claims

Any claim for any loss, wrong delivery, deterioration or damage shall be submitted in writing and sent to the Freight Forwarder strictly within the applicable deadlines provided for by any uniform regulations or laws under article 11.

It should also be noted that CTS S.p.A. never operates as a contract carrier on the sea, river, rail or air transport and therefore does not offer any of the carrier's typical guarantees, even if it has undertaken any accessory obligations, such as the collection and storage of the goods.

#### 10) EXEMPTION FROM LIABILITY OF CTS S.P.A.

Unless otherwise specified, CTS S.p.A. accepts no liability:

- for any damage caused in the work areas due to the weight of the vehicles or equipment used or to the pressure exerted under the wheels or the stabilizers as well as for any other damage resulting therefrom;
- for any impossibility to carry out or complete the activity required because of the unavailability of the necessary means or equipment as well as the impossibility to access the work areas (both public and private) due to, for example, without limitation, the failure to obtain regular permits from the competent authorities,





exceptional weather conditions, unannounced roadblocks, transit restrictions or any other event that is unforeseeable or due to force majeure. Under no circumstances may CTS S.p.A. be required to pay any penalties of any kind nor any mandatory conditions may be applied to it;

- for the execution of lashing operations of the goods since the Customer shall be always responsible for such operations and shall bear the relevant costs;
- for any damage due to moisture, corrosion or unsuitable packaging, considering the type of goods and the means of transport used;
- for any Customer's misrepresentation;
- for any defect of the goods, including any design defect and any defect relating to the lifting points and supports made available by the Customer;
- for any instructions given to CTS S.p.A. employees by the Customer or by third parties appointed by the Customer;
- for any delays in the performance of the task due to any requests and/or instructions received from competent authorities.

#### 11) RCT - RCO insurance policies (civil liability towards third parties and workers)

CTS S.p.A. declares to have taken out a policy with a limit of liability of € 5,000,000.00.

Except in case of malice or serious fault, CTS S.p.A. shall never be liable for any production interruption, loss of profit, non-usage or material damage resulting from a delay by CTS S.p.A. or from an interruption of the service provided.

#### 12) JURISDICTION

Any dispute arising from or connected to this contract shall be submitted to the exclusive jurisdiction of the Court of Ravenna. However, notwithstanding the above provisions, CTS S.p.A. reserves the right to initiate proceedings before the court where the Customer is resident or has its legal office, or the courts of any other country having jurisdiction in relation thereto.

#### 13) CODE OF ETHICS AND ORGANIZATIONAL MODEL PURSUANT TO ITALIAN LEGISLATIVE DECREE NO. 231/2001 - CONFIDENTIALITY - PRIVACY (GDPR)

By signing this Contract, the Customer declares to have acknowledged and to comply with all ethical and behavioural principles set out in the 'Code of Ethics' and in the 'Organizational, management and control model pursuant to Italian legislative decree no. 231/2001 – General Part' drawn up by CTS S.p.A. and available on CTS S.p.A. institutional website, and undertakes to allow CTS S.p.A. supervisory body to carry out any relevant controls as well as to report to it any violations of the principles set out in the 'Code of Ethics' according to the methods specified therein. Should the Customer violate any provisions set out in the 'Code of Ethics' and in the 'Organizational, management and control model pursuant to Italian legislative decree no. 231/2001' adopted by CTS, CTS shall be unquestionably entitled to terminate this Contract pursuant to art. 1456 of the Italian Civil Code, without prejudice to compensation for any greater damage.

The Parties undertake to treat as confidential and private all technical, operative, commercial, economic and financial information as well as all documents received from the counterparty or which they may become aware of during the performance of the Contract.

In particular, all information and documents relating to this Contract, the single Work Orders and CTS organization acquired during the business relation with CTS shall be always deemed confidential and shall thus not be disclosed to any third party, except in case of any requests by any public authorities. In that case, the Customer shall immediately inform CTS of any request received from such public authorities.

Should the Customer disclose any confidential or private information without the express authorization of CTS, CTS shall be entitled to terminate this Contract with immediate effect pursuant to art. 1456 of the Italian Civil Code, without prejudice to compensation for any greater damage.

With respect to the Contract, the Customer shall act as an 'independent controller' pursuant to art. 4, par. 1, no. 7, of the GDPR, fulfilling the relevant obligations.

The Customer guarantees that only the relevant data required for the performance of the contract services shall be processed as well as that it has taken all necessary precautions to protect the integrity of all data and that such data shall be stored for the time required to achieve the purposes under this Contract and anyway in compliance with the relevant laws and regulations.

In the event of any violation by the Customer of the provisions of the Italian legislative decree no. 196/2003 and subsequent amendments and supplements or of the GDPR which affects CTS, CTS shall be entitled to terminate this Contract with immediate effect pursuant to art. 1456 of the Italian Civil Code, without prejudice to compensation for any greater damage.

The Customer acknowledges that any false statement made by it shall entitle CTS to terminate this Contract pursuant to art. 1456 of the Italian Civil Code, without prejudice to compensation for any greater damage.

For acceptance:

Ravenna, \_\_\_\_\_ STAMP AND SIGNATURE OF THE CUSTOMER \_\_\_\_\_

**Pursuant to art. 1341 and 1342 of the Italian Civil Code, the Customer declares to have specifically read and approved the following clauses: 2) GOVERNING LAW, LANGUAGE AND INTERPRETATION; 6) CUSTOMER'S RIGHT OF WITHDRAWAL; 7) EXPRESS TERMINATION CLAUSE; 9) LIMITATIONS OF LIABILITY OF CTS S.P.A.; 11) EXEMPTION FROM LIABILITY OF CTS S.P.A.; 12) JURISDICTION; 13) CODE OF ETHICS AND ORGANIZATIONAL MODEL PURSUANT TO ITALIAN LEGISLATIVE DECREE NO. 231/2001 - CONFIDENTIALITY - PRIVACY (GDPR).**

Ravenna, \_\_\_\_\_ STAMP AND SIGNATURE OF THE CUSTOMER \_\_\_\_\_