

Hupac SpA

Busto Arsizio-Gallarate Terminal

General Conditions of Contract (GCC)

1. Subject and scope of application

- 1.1 These General Conditions of Contract (GCC) regulate the relations between Customers and Hupac SpA (hereinafter referred to as "Operator") with regards to all the services provided by the latter within the terminal it manages.
- 1.2 In case of a conflict between what is stipulated in these General Conditions of Contract and the provisions of a Contract, the conditions stipulated in the Contract shall prevail exclusively.

2. Definitions

For the purposes of this document, the following terms are defined as:

- **Customer:** any legal or non-legal person who benefits from services provided by the Operator, understood as the Sender and/or Debtor indicated in the transport contract with which the ITU has been booked, or understood as the MTO, based on the service provided by the terminal.
- **Sender:** the Customer or his representative to deliver an ITU to the terminal.
- **Receiver:** the Customer or his representative to collect an ITU at the terminal.
- **Multimodal Transport Operator (hereinafter referred to as MTO):** the intermodal operator who decides to entrust the terminal with the terminalisation service (loading/unloading the ITUs on/from the train and shunting service for the MAD - Mise A Disposition of the train) of an arriving or departing train.
- **Contract:** any agreement or writing that regulates the supply of services provided by the Operator in favour of its Customers.
- **Gateway Contract (hereinafter referred to as GTW):** an ITU, booked from a departure terminal to an arrival terminal, with an intermediate passage to another terminal.
- **Fee, tariff and/or price:** the amounts applied for each service offered by the Operator.
- **Handling:** the terminal operations related to the movement of ITUs.
- **Performance services:** any service or other activity performed by the Operator at the terminal (managed by it) for third parties.
- **Terminal:** all the areas and infrastructures at which the Operator conducts its activities.
- **ITUs:** Intermodal Transport Units such as swap bodies, semi-trailers, containers, tanks, etc., authorised to rail transport equipped with coupling systems for their handling by means of gantry or mobile cranes.

3. Right to services

Customers are only eligible for the services after they have accepted these GCC.

4. Services

- 4.1 Terminal services, where required, as defined in Art.2 of this document, include but are not limited to:
- Handling operations;
 - Manoeuvring to make available an arriving/departing train;
 - Technical stop of ITUs arriving at the terminal (not in ADR/RID regime), regulated through the Bonus-Malus system (see document "Temporary storage" on www.hupac.com);
 - Administrative management of trains such as the issue of railway consignment notes, release of train documents, etc.;
 - In order to provide the services, the Sender and the Receiver are required to comply with the rules of conduct for terminal users drawn up by the Operator, which the Customer declares having read and fully accepted;
 - Other services.

The parties may agree on the supply of additional services by written agreement.

5. Requests for access to the railway facility and services by an MTO

- 5.1 The application must be submitted by filling in the appropriate form "Request for access to service facilities" available at www.hupac.com and sent electronically to the e-mail address info.it@hupac.com. The Operator registers the receipt and gives confirmation to the applicant.
- 5.2 The Operator examines the request and verifies the availability of the capacity:
- If the capacity is available, the Operator informs the applicant of the success of the request within 15 days;
 - If the capacity is not available, the Operator informs the applicant and suggests (within 30 days) alternative times, days or service facilities. If the proposal is not accepted by the applicant, the request is refused.

6. Acceptance of ITUs at the terminal

- 6.1 Before introducing the ITU into the terminal, the Sender must inform the Operator - in a precise manner - of the nature and weight of the goods contained in the loading unit. Subsequently, and in any case before the services are carried out by the Operator performs the services, the latter verifies, in accordance with the UIRR provisions, the external and visible conditions of the ITUs and ascertains their condition. After this stage the Operator draws up a "Shipping mandate" which, countersigned by the Customer or his representative, constitutes an act of acceptance of the ITU. The Operator is not liable for damages, tampering and anything else that is not detectable on the ITU at the time of its introduction inside the terminal and of the check carried out. In the case of an ITU booked with a GTW contract, the goods description and visible external conditions of the ITU declared at the departure terminal will be considered valid and binding.

- 6.2 Upon acceptance of the ITU (or in the case of an ITU in transit with a GTW contract), the Customer releases the Operator from any liability for the goods contained therein and for any damage caused to them during transport.
- 6.3 The Sender guarantees the suitability of the storage, fastening (or anchoring) of the loads inside the ITU and their compliance with the railway regulations and in general with combined transport (road/railway) and releases the Operator from any liability in this respect even if the latter accepts the ITU without raising exceptions.
- 6.4 The liability of the Operator for damages, losses or failures of the ITUs will be excluded, as well as for any other liability where these are wholly or partly attributable to force majeure, by way of example but not limited to: atmospheric phenomena, natural disasters, war conflicts, etc. and/or to negligence and/or inexperience and/or imprudence of the Sender.

7. Return of ITUs

- 7.1 The Operator delivers the ITUs only to the Receiver - duly authorised in writing by the Customer to take possession of them - and who, in any case, has not failed to fulfil any obligation arising from the present General Conditions of Contract or from any contracts stipulated separately.
- 7.2 At the time of the return of an ITU, the Operator prepares a "Collection voucher" that is countersigned by the Receiver , who receives a copy of it. The description of the ITU contained in the "Collection voucher" reflects the conditions of the ITU at the time of its return to the Receiver.

8. ITUs handling - loading and unloading trains

- 8.1 If provided for in the Contract, in compliance with the limits and conditions established in the same, after the introduction to the terminal and before handing back to the Receiver, the Operator undertakes the loading and unloading of the ITUs from and onto the railway wagons, carrying out the handling operations, including any ground passages, necessary for this purpose.
- 8.2 The Operator charges handling costs as indicated in the current price list.

9. ITUs containing dangerous goods/waste

- 9.1 With regard to ITUs transporting dangerous goods and/or waste, the Customer guarantees that they comply with national and international safety regulations and that what is declared upon the conclusion of the Contract - as well as in any other documentation delivered to the Operator - is truthful and accurate.
- 9.2 If the declarations or information provided by the Sender as described in paragraph 9.1 above should prove to be inaccurate or incomplete for any reason, the Operator is entitled to refuse the ITU upon delivery or, if this has already taken place, to immediately return the ITU to the Sender. In such a case, the Operator will not owe the customer anything by way of compensation and/or indemnity for the failure to forward the ITU. At the same time, the Operator will still be obliged to pay for the services rendered by Hupac SpA until the return of the ITU.

- 9.3 The Customer indemnifies and undertakes to keep the Operator and any third parties indemnified against any damage, claim or demand that may arise directly or indirectly from the non-compliance of ITUs containing dangerous goods and/or waste and/or from non-compliance with the regulatory, national and international legal provisions applicable to such particular transports.
- 9.4 No ITUs containing dangerous goods may be stored in the terminal, but they are only allowed for a temporary technical stop to secure the transport. The Receiver is therefore required to promptly collect the ITUs containing dangerous goods that have arrived and been made available to the Receiver at the terminal. Failure to comply with these terms results in a pecuniary sanction (see document "Temporary stops of units with dangerous goods" on www.hupac.com).
- 9.5 The Sender is obliged to deliver the ITUs containing dangerous goods only on the day of expected departure of the train.
- 9.6 The Operator reserves the right not to accept certain types of goods, including some classified as dangerous. The list of these types of goods, periodically updated, is published and downloadable from the website www.hupac.com.

10. Service delivery

- 10.1 Unless otherwise agreed in writing between the parties, the Operator does not assume any responsibility for the time required to perform the services. The Operator is therefore not liable for any damage that arises directly or indirectly from the processing time taken by the Operator, , including but not limited to: the delay of an arriving train, the cancellation of a departing train, the heavy traffic flow for delivery and/or collection ITU activities..
- 10.2 In performing the services, the Operator may also be supported by third parties.
- 10.3 The Operator commits itself to observing the established opening hours. Any changes will be communicated to the Customer in advance, in any case at least with 12 hours notice.
- 10.4 If, as a result of non-compliance with these terms, transport safety conditions, general rules of conduct for terminal users, staff instructions, or any other fault, the Customer or his agent causes damage or impediment to terminal operations that results in a partial (e.g. even a single module) or total limitation of terminal operations, they shall, in addition to compensation for the damage thus caused, be liable to pay a participation in the administrative costs (see document "Charges" on www.hupac.com) for the processing of the individual event.
- 10.5 For ITUs delivered under customs supervision, for which the Operator does not receive the Customs release document within 48 hours after delivery, export parking charges are applied (see document "Charges" on www.hupac.com). ITUs with dangerous goods are excluded from any parking concept.

11. Fees and methods of payment

- 11.1 The tariff conditions are set out in the price lists published on the website www.hupac.com, which the Customer expressly declares to know by accepting these GCC. The tariffs must be paid by the due date

indicated in the invoice by the Operator. In the event of insolvency on the part of the Debtor, the Operator reserves the right to initiate: payment order procedure, claim for payment, writ of execution, foreclosure.

11.2 The Operator may assess whether to request the issue of special guarantees (insurance-banking guarantees; prepaid deposits; guaranteed minimums) to cover its receivables. The guarantee - to be kept in force for the entire period of validity of the Contract - must be issued by a primary Insurance Company or Credit Institution having, at the date of activation, a "rating" of no less than "A-" by Standard & Poor's or equivalent, issued by a primary rating agency, with indication of the specialised company that assigned it. The policy must:

- Provide a commitment on the part of the Insurance Company or Credit Institution, to notify the Operator, by registered letter AR of any and all circumstances that may affect the validity of the guarantees, in particular, non-payment of the premium and/or non-renewal of the expiry date
- Be in Italian
- Provide for the express waiver by the Insurance Company or the Credit Institution of the right of subrogation deriving from article 1916 of the Italian Civil Code towards the persons for whom the parties (the Operator and any other party involved in a claim) are liable according to law, except in the case of fraudulent intent.

Any circumstance, attributable to the Customer that affects the validity of the insurance must result in the termination of the Contract pursuant to Art. 1456 of the Italian Civil Code due to the Customer's fault.

11.3 Failure to comply with the payment terms agreed for one or more services will result in the forfeiture of the benefit of any payment extensions and/or payment facilities previously granted by the Operator in addition to the application of default interest as provided for by Legislative Decree 231/02 as amended.

11.4 Any offsetting between active and passive invoices and between the Operator and its Customers/Suppliers may only take place following specific agreements, excluding any other method of offsetting. Only undisputed invoices may be compensated. On a monthly basis, when the invoices are due, an accounting settlement will be made; if there is a balance in favour of the Recipient, the Operator will make the relevant remittance, if on the other hand the balance is in favour of Hupac, the Recipient will make the payment.

11.5 The tariffs and prices applied by the Operator may be changed at any time by means of sales newsletters sent to customers 30 days in advance.

11.6 In case the ITUs introduced by the Sender inside the terminal should suffer limitations in their use and/or circulation as a result of civil, penal and/or administrative measures issued by the Italian authorities (e.g.: seizures, administrative stops, etc.), the Customer undertakes to pay the fee for the occupation of the spaces inside the terminal, even though the ITUs are materially unavailable. The fee is defined according to the prices in force:

- For Import ITUs it is indicated in the Bonus-Malus conditions;
- For Export ITUs in point 10.5, according to the price list as per point 11.1, until the moment in which the measures restricting the circulation of the ITUs are revoked and/or lose effectiveness.

11.7 If the Customer fails to pay the relevant costs, the Operator may exercise, without prejudice to the possibility of legal action to protect its credit, the right of retention in accordance with the provisions of articles 2756-2761 of the Italian Civil Code, also by selling the goods. In any case, after one year has expired, the Customer who has not paid the credits due to him, renounces, by signing this Contract, any right to the same, which will pass to the full availability of the Operator also for charitable purposes in favour of National or International bodies, Institutes or Foundations.

12. Liability and damages

- 12.1 For the purpose of determining the possible liability of the Operator, no presumptions of any kind will apply. Liability of the Operator for damages or losses may only be attributed to the Operator where the Customer has provided indisputable proof of the non-fulfilment by the Operator of its contractual obligations and of the imputability of damages and losses due to non-fulfilment or other causes directly attributable to the Operator.
- 12.2 In any case, the liability of the Operator will not be accepted for all damages, losses or failures to the ITUs, as well as for any other liability, where these are wholly or partly attributable to third parties, extraordinary events and force majeure, which include but are not limited to, atmospheric phenomena, natural disasters, war conflicts, riots or street demonstrations, etc.
- 12.3 The Operator is not liable in any way for delays or cancellations due to the activities of railway undertakings relating to train circulation or shunting, or relating to the ordinary or extraordinary activities of the railway network operator. It is therefore repeated that any disputes relating, for example, to charges for stoppages of incoming ITUs (malus) or to penalties for temporary technical stoppages of ITUs with ADR/RID goods (or empty uncleared goods) cannot be taken into account under any circumstances.
- 12.4 The Operator is not liable in any way for delays or cancellations due to emergencies caused by natural phenomena and/or weather conditions. Therefore, the Operator must not be liable for any damage arising directly or indirectly from such circumstances.
- 12.5 The compensation payable by the Operator for damages resulting from loss or damage to ITUs shall not exceed 2 SDRs (Special Drawing Rights) per kilogram of gross weight of goods lost or damaged.

13. Express termination clause and contractual resolution

The Operator - subject to prior notice to be sent to the Customer by registered letter with return receipt or facsimile or certified e-mail - will be entitled to make use of the express termination of the Contract (art. 1456 of the Italian civil code) in the event of non-fulfilment by the Customer of any of the obligations of these GCC. The Contract will also be deemed to be terminated by right in the event that the Customer is subjected to any insolvency proceedings.

14. Price transparency

14.1 The parties expressly and irrevocably:

- Declare that there has been no mediation or other work of third parties for the conclusion of this Contract;
- Declare that they have not paid, nor promised to pay to any person directly or through affiliated or subsidiary companies, sums and/or other consideration by way of intermediation or the like and in any case aimed at facilitating the conclusion of the Contract;
- Undertake not to pay to any person, for any reason whatsoever, sums intended to facilitate and/or render less onerous the performance and/or management of this Contract with respect to the obligations undertaken, nor to take any action aimed at the same ends.

14.2 In case even one of the declarations made pursuant to the preceding paragraph should prove to be untrue, or one of the parties should fail to comply with the commitments and obligations undertaken for the entire duration of this agreement, the agreement is automatically terminated. This pursuant to and for the purposes of Article 1456 of the Italian Civil Code, due to the fact and fault of the defaulting party, which shall consequently be liable to pay compensation for all damages resulting from the termination.

15. Management and Control Organisational Model and Code of Ethics

The Customer declares that it is aware of the provisions of Legislative Decree No. 231/2001 and that it has carefully examined the provisions of both the Code of Ethics and the Management and Control Organisational Model (MOG) adopted by the Operator as well as carrying out its activities in full compliance with all legislative, regulatory or organisational provisions in force from time to time and, in particular, declares that it carries out its activities in a manner suitable to avoid the occurrence of unlawful acts relevant under Legislative Decree No. 231/2001. The Customer therefore declares that it is aware that strict compliance with the standards of professionalism, integrity, legality, transparency, fairness and good faith required by the Operator is considered an indispensable condition, not only for the purposes of preventing the offences referred to in Legislative Decree No. 231/2001, but also for the proper functioning of the Companies and the protection of its reputation and image.

In relation to the foregoing, the Customer undertakes to behave in the strictest compliance with the ethical and behavioural principles set out in the aforementioned Code of Ethics and the MOG and undertakes to supervise the performance of the contract, in order to avert the risk of commission of the offences set out in Legislative Decree no. 231/2001, and to inform the Operator promptly of any breach of these principles or of the risk of commission of offences.

The Customer also declares that he/she is aware of the fact that the occurrence or attempted occurrence, on his/her part and on the part of anyone who works for him/her and/or as a collaborator, even on an occasional basis, of violations of the Code of Ethics and of the MOG adopted by the Operator or of conduct that is relevant pursuant to the aforesaid regulations shall constitute just cause for the termination of the contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to the

Operator's right to claim compensation from the contractor for any damage suffered as a result of such conduct.

16. Confidentiality

Everything concerning Contracts with the Customer, documentation, agreed provisions, tariffs, know-how, plans, procedures, data and information on shipments, plant or equipment is strictly confidential and may not be passed on or communicated to third parties, even after termination of these GCC, without the written consent of the Customer and the Operator.

17. Applicable law and jurisdiction

- 17.1 These General Conditions of Contract as well as any appendices are governed by and will be interpreted in accordance with the Italian law.
- 17.2 Any dispute directly or indirectly connected with the execution and/or interpretation of this Contract, its appendices and annexes will be the exclusive jurisdiction of the Court of Busto Arsizio.

18. Communication and various

- 18.1 All communications between the Operator and the Customer must be made in writing by registered letter with return receipt, fax, certified or ordinary e-mail and, more generally, by any method that guarantees and documents receipt by the addressee of the contents of the communication.
- 18.2 It is forbidden to photograph and film inside the terminal area without the prior authorisation of the Operator.
- 18.3 The parties, pursuant to and for the purposes of articles 1341-1342 of the Civil Code declare that they have read and specifically approved the following articles:
 - 1** Subject and scope of application; **3** Right to services; **4** Services; **5** Requests for access to the railway facility and services; **6** Acceptance of ITUs at the terminal; **7** Return of ITUs; **8** ITUs handling - loading and unloading trains; **9** ITUs with dangerous goods/waste; **10** Service delivery; **11** Fees and methods of payment; **12** Liability and damages; **13** Express termination clause and contractual termination; **14** Price transparency; **15** Management and Control Organisational Model and Code of Ethics; **16** Confidentiality; **17** Applicable law and jurisdiction.