

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF TRANSPORT SUBCONTRACTING

1. Scope of application:

These general transport purchase conditions (the "TS GTC") apply when an Italian Company of the STEF Group ("STEF"), acting on behalf of its clients in the business of transporting temperature-controlled goods in Italy and abroad, entrusts the execution of these operations ("Services") to a third-party transport company (the "Carrier"). STEF and the Carrier are the "Parties".

The parties have expressed their intention, to provide certainty and promote fairness and transparency in their relations, to enter into this transport contract in writing, pursuant to art. 6 of Legislative Decree no. 286/2005. Considering that this contract governs a plurality of transport services for which not all elements deemed essential by the aforementioned legal provision can be reasonably identified at the time of its stipulation, said elements will be indicated in the delivery notes or transport manifests, which will be issued from time to time, on the occasion of each transport.

The Services entrusted by STEF to the Carrier are performed by virtue of a transport contract ("Contract") composed of the following documents, listed in order of priority in case of conflict:

1. The transport documents and other instructions transmitted
2. The "Special Conditions" negotiated between the parties;
3. These General Transport Purchase Conditions;

The Contract (documents 2 and 3 considered together) cancels and replaces any previous document and/or agreement and/or contract having the same object exchanged or agreed between the Parties. The commencement of the performance of the Contract by the Carrier implies the unreserved acceptance of all its terms.

The Parties have agreed to govern their relations with this contract and, for matters not contained herein, with the law and the set of legal provisions regulating the road transport of temperature-controlled goods, and in particular the Italian Civil Code: A) for transports carried out in Italy: Legislative Decree no. 286/05, art. 83 bis, Law 133/08; B) For international transports: Geneva Convention of 19 May 1956 (CMR).

Under no circumstances shall any Voluntary Agreements stipulated by the associative Organizations pursuant to art. 5, Legislative Decree no. 286/05, or any uses and customs pursuant to art. 9 of Legislative Decree no. 286/05 apply to the relations between the parties. Regarding health regulations, the Parties agree to refer to the national and European provisions in force at the time of the execution of the Services, which the Carrier declares to comply with.

The possible nullity of an article, or part of it, shall in no case lead to the nullity of the entire contract. The possible tolerance of one of the parties towards the behavior of the other, constituting and involving a violation of the provisions of this contract, shall not be considered as a waiver of the exercise of the rights deriving from the violated provisions, nor of the right to demand the correct fulfillment of all the provisions, terms, and conditions contained in this contract. The parties confirm that they intended to enter into a transport contract, this being in conformity with their interests, and mutually acknowledge that any other activity possibly

provided for in this contract is to be considered ancillary to the main transport activity, as well as marginal in a legal-economic sense, and in any case not capable of giving a different legal nature to this relationship.

2. Obligations of the Carrier:

Within the scope of an obligation of result, the Carrier undertakes to perform the service effectively and efficiently, under its own risk and through its own autonomous organizational and entrepreneurial structure with its own necessary means and personnel.

The requested Services may not be entrusted to sub-carriers (except for international transports only and subject to prior authorization from STEF), and must be performed in a complete and perfect manner, using the best diligence and in particular the professional diligence of a good carrier, guaranteeing to STEF:

2.1. To ensure its compliance with all laws and regulations in force at the time of the execution of the Services, particularly in transport matters, with:

- (i) demonstration of its registration in the Register of Hauliers for Hire or Reward by providing a copy to the Client, guaranteeing to be regularly registered with the REN and to possess the community and/or national license (registration in the Register of Hauliers for Hire or Reward), with a certified copy on board the vehicles;
- (ii) Compliance with driving and rest times, as well as the Highway Code;
- (iii) Conformity of the vehicles used for the Services with the food/health and transport regulations in force at the time of their execution;
- (iv) Compliance with specific regulations, such as customs regulations, related to the management of specific goods (e.g., goods subject to excise duties) and tax regulations;
- (v) Compliance with national and European regulations on cabotage. In case of non-compliance with the provisions of Article 2.1, the Carrier would incur a serious breach of its commitments to STEF, which will then have the right to terminate the Services under the conditions provided for in Article 15.

2.2. To take all necessary measures so that the Services are carried out in compliance with the instructions transmitted by STEF.

2.3. To take all necessary measures during loading/unloading operations and the transport of goods to prevent any loss, damage, or deterioration of the entrusted goods, and to this end ensure that: (i) The goods are kept in secure vehicles; (ii) They are protected against any unauthorized interference during the entire period of the entrusted transport operations.

2.4. To exclusively use equipment suitable for the goods to be transported and for access to the loading and unloading bays. The vehicles used must be equipped with temperature recorders and maintained in perfect working, maintenance, and cleaning conditions, both inside and outside, without odors. The vehicles used by the Carrier must also be equipped with the necessary equipment, compliant with regulations, for handling the goods (manual and/or electric pallet truck, hydraulic tail lifts, etc.), and the drivers must have been adequately trained for workplace safety purposes;

2.5. To maintain and return in perfect working condition, at the end of the service or contract, any traceability tools or any other equipment made available by STEF.

2.6. To perform the Services with reliable, experienced, competent drivers equipped with the necessary authorizations, permits, driving documents, and training for the transport of temperature-controlled goods.

2.7. To comply with the safety protocols and all health and hygiene instructions in force at the various loading and unloading sites at the Sender's and the Consignee's premises.

2.8. To comply with the methods of execution of the Services, ensuring in particular:
(i) To inform STEF by its own means and/or with the tools possibly made available, in

compliance with the indicated times, of the proper execution of the Services, and of any problem that may arise during the execution; (ii) To return to STEF all transport documents signed by the consignees, at the end of the deliveries made (if no other deadlines are set, within twenty-four (24) hours or seventy-two (72) hours in case of international transport); (iii) To return the pallets and other packaging supports entrusted to it by STEF according to the methods indicated in Article 9.

2.9. To strictly respect the schedules and other instructions transmitted to it and to inform STEF of any event that could compromise compliance with these instructions.

2.10. To inform STEF of any difficulty encountered in the execution of the Services as soon as possible, to allow STEF to remedy such difficulties.

2.11. If requested, the Carrier undertakes to accept the free invitation to open its own profile on an online document storage platform, managed by a third-party company appointed by STEF, and to upload the required qualification documents to this platform, throughout the duration of this Contract and at the indicated times. In any case, the Carrier's obligation to send all renewed and/or updated documents directly to STEF, or to its representative, if requested, remains firm. STEF shall have the right to change the platform and/or the methods of sending the qualification documents by simple written communication via certified email (PEC).

2.12. The Carrier's workers are under the exclusive direction and responsibility of the Carrier itself. The Carrier undertakes to employ for the execution of the service object of this contract exclusively professionally expert personnel, in possession of a valid Driver Qualification Card and/or driving license, in compliance with legal regulations, including current health and hygiene ones, and any prescriptions of the Central Committee for the Register of Hauliers for Hire or Reward in force from time to time.

2.13. The Carrier expressly declares to observe the legal and contractual regulations towards its employees, and undertakes, if requested by Stef, to exhibit the documentation certifying the observance of social security and insurance contribution obligations towards them. Pursuant to art. 4-quinquies of Law 133/08, the Carrier undertakes to provide the Client, upon stipulation of this contract, with a DURC (Single Document of Contribution Regularity) not older than three months, and in any case will be required to provide an updated DURC, also during the course of the relationship.

2.14. Although the parties to this contract are in complete agreement in considering it as a transport contract under art. 1678 of the Italian Civil Code, should claims for wage or insurance-social security adjustments, or for joint liability, be brought against Stef by personnel employed by the Carrier in the execution of the service in question or by INPS and/or INAIL, the Carrier shall hold Stef harmless from any claim and demand and Stef shall be entitled not to pay the Carrier an amount equal to that requested, as a guarantee, and in case of a payment order Stef may offset this sum with what it will be required to pay. The Carrier remains in any case obliged to reimburse Stef for all possible expenses incurred beyond the amount withheld as a guarantee. STEF spa undertakes to notify the Carrier of the existence of any claim or demand brought against it under the terms of this article, in order to allow the Carrier to take the appropriate initiatives for its own protection and for the protection of the Client. The parties agree on the need to avoid, as far as possible, legal costs for both parties for disputes concerning this article, so in the event that the Carrier, notified of the existence of such a dispute, remains inactive, the Client is hereby authorized by the Carrier to take the appropriate initiatives, including settlement, based on the documentation provided to it by the opposing party and by the Carrier, in order to avoid a lawsuit; if the Client reaches a settlement, it may offset the settled sum with what is due to the Carrier as per the subsequent article 12.5. 2.14bis. Should claims be brought against Stef by unauthorized sub-carriers and/or third parties pursuant to the direct action under art. 7-ter of Legislative Decree no. 286/05 or in any case concerning any additional compensation requested, the Carrier shall hold Stef harmless from any claim and the procedure established in point 2.14 shall apply, mutatis mutandis.

2.15. The Carrier declares to know and undertakes to comply with the provisions of Legislative Decree no. 286/05. The Carrier undertakes to comply with the legislative and regulatory provisions for the protection of road safety and social security. By express and explicitly approved agreement, it is agreed that the methods of execution of the transports by

the Carrier must always be compatible with the driver's compliance with the rules on road traffic safety. The Carrier is liable to Stef for all damages and/or penalties that Stef may suffer due to the Carrier's conduct. The Carrier undertakes to keep the following documentation on the vehicle: a) documentation certifying registration in the Register of Hauliers for Hire or Reward, also by self-certification with an indication of any limitations; b) suitable documentation to demonstrate the title under which the vehicle drivers provide service for the Carrier (documentation compliant with the resolution of the Central Committee for the Register of Hauliers of 27 January 2005) and, if non-EU citizens, the driver's certificate pursuant to EC Regulation no. 484/02 of the European Parliament and of the Council of 1 March 2002; c) in the event that the Carrier uses a vehicle following a lease contract without a driver, it must keep on board a copy of the lease contract and the certificate of registration in the national register of hauliers of the subjects required to do so under current provisions, pursuant to art. 12, Legislative Decree no. 286/05; d) all the documentation prescribed for its circulation and for the transport of goods for hire or reward, and in particular all the documents summarized in the checklist issued, in implementation of Directive 2006/22/EEC, Ministerial Circular no. 300/A/6760/09/108/13/8 of 04.06.09, annex no. 2 of the Ministry of the Interior Circular no. 300/A/10142/09/108/8/3 of 10.08.09. The Carrier undertakes to exhibit the aforementioned documentation upon simple request of the Authorities in charge of control activities on the administrative regularity of circulation and is responsible for any damage, action, claim, prejudice and/or compensation that Stef may suffer due to the lack of the aforementioned documentation on board the vehicle.

2.16. Delegates to STEF or any third party appointed by STEF the completion of any declarations relating to safety and security established by the regulations of certain countries. If applicable, the Subcontractor guarantees to STEF the reliability of the data necessary to complete such declarations and their transmission within the times compliant with STEF's instructions.

3. Obligations of STEF:

As the client, STEF undertakes to comply with the law and to pay the invoices issued by the Carrier under the conditions and terms indicated in Article 12 of these TS GTC.

4. Transport documents:

The Carrier undertakes to ensure the custody and correct management of all transport documents entrusted to it by STEF.

Any transport document mentioned in these TS GTC will be valid whether delivered in its paper version, or sent or made available in electronic form.

5. Communication of instructions:

The instructions relating to the Services are contained in the Contract and/or in the transport documents and, where present, in all other instructions transmitted before the Services. Any new or different instruction from STEF concerning the modification of the initial conditions of execution of the Services is communicated or confirmed immediately to the Carrier in writing or by any other means that allows for storage.

6. Food/Health Safety - Temperature:

The Carrier takes charge of temperature-controlled goods and undertakes to maintain them at the temperatures indicated by STEF or, failing that, based on the nature of the goods

and in accordance with current regulations for the entire duration of the Services.

The Carrier must present a pre-cooled vehicle at the required temperature for loading. It is mandatory to check and record the temperature at the departure and arrival of the goods throughout the transport. In case of anomalies related to temperature, the Carrier will take the necessary conservative measures to preserve the goods and will immediately inform STEF while awaiting further instructions. It also undertakes to provide the temperature charts within a maximum of forty-eight (48) hours. It is the Carrier's responsibility to ensure that its driver has a thermograph compliant with the EN 13485 standard, correctly calibrated, to carry out the required checks.

Additional instructions regarding the settings of the refrigeration units may be communicated. The Carrier undertakes to respect the same level of quality that STEF guarantees to its clients, particularly within the framework of its Group policy on quality, hygiene, cold chain management, and food safety, available at: <https://www.stef.com/documents-securite-sanitaire>.

Failure to comply with the provisions of this article constitutes a serious breach of the Carrier's commitments to STEF, which will then have the right to terminate the Services under the conditions provided for in Article 15.

7. Collection of the goods:

The places of collection of the products will be those resulting from the transport documents issued and delivered to the Carrier (by way of non-exhaustive example: delivery note pursuant to Presidential Decree no. 472 of 1996, accompanying invoice, travel order, transport manifest summary, etc.).

In case of collection from a site other than STEF, the Carrier must carry out a quantitative and qualitative check, as well as a temperature check, which it must note on the transport documents, specifying any reservations.

In case of any anomaly, the Carrier will immediately inform STEF, which will confirm the instructions to be followed.

Whether or not it has participated in these operations, the Carrier will verify that the loading, securing, and anchoring do not compromise road safety. Otherwise, it will request that the loading be redone in suitable conditions, or it will refuse to take charge of the goods.

The Carrier will carry out an external check of the load before departure, especially regarding the correct air circulation for the preservation of the goods. In case of impossibility to access the loading bay, the Carrier will indicate this on the transport documents. In case of loading multiple shipments in the same vehicle, it will ensure that each new load does not damage the goods already loaded, neither in terms of food/health compatibility nor their integrity or road safety.

In case of an instruction to seal the vehicle, the Carrier will carry out this operation after loading and will indicate the seal number on the transport documents.

8. Delivery:

8.1. The places of redelivery of the products at the destination will be those resulting from the transport documents issued and delivered to the Carrier (by way of non-exhaustive example: delivery note pursuant to Presidential Decree no. 472 of 1996, accompanying invoice, travel order, transport manifest summary, etc.). The driver has the arrival time noted on the transport document by the person in charge of the unloading site. During the unloading of the goods, whether with or without its participation, the Carrier will assist in the control operations of the goods carried out by the consignee. The Carrier must confirm to STEF the time and status of each delivery made, possibly through the use of the tools made available by STEF.

8.2. Management of anomalies: In case of reservations at the time of delivery from the consignee, the Carrier will carry out a cross-check and note its observations on the transport documents in case of disagreement. If the anomaly concerns the temperature, the Carrier will carry out this check with its own probe thermometer. In case of refusal of the goods by the consignee, the Carrier will immediately contact STEF and await its instructions. In any case, the Carrier will take all appropriate measures to protect STEF's interests. In the event that an event requires an expert's report, the Carrier must immediately inform its insurer.

8.3. Cash on delivery: In case of cash on delivery transport, the Carrier will be authorized to collect cash on delivery only up to the legal limit (currently up to €4,999.99). Cheques must be authorized on the transport documents, and must be made out directly to the sending client. The Carrier must not accept cheques made out to its name or to STEF's. The Carrier will return the cheques or cash to STEF, accompanied by the transport documents signed by the consignee, at the end of the delivery.

8bis. Delivery and redelivery times of the goods. maximum times for loading and unloading of the transported goods and for waiting for loading and unloading.

8bis.1. The goods must be taken in charge by the Carrier at the place referred to in the preceding article 7 at the times indicated by the Client and must be redelivered to the consignee at the place referred to in the preceding art. 8 at the times indicated by the Client, without prejudice to compliance with the legal rules on driving times.

8bis.2. The free waiting time for loading and unloading, as defined by the Directorial Decree no. 69 of 24 March 2011, is identified as 2 (two) hours. In the event that the free time period is exceeded, the Carrier will be entitled to an indemnity equal to the hourly rate established by the Observatory on road transport activities, upon presentation of suitable written supporting documentation with certification of all relevant times by the legal entity that manages the Place of Delivery of the goods or the Consignee. In order to facilitate timely checks, the Carrier must send Stef written communication regarding the exceeding of the free time limits within 2 (two) days of the event, under penalty of forfeiture, and must issue an invoice for this reason on the last day of the month in which the excess occurred, attaching the prescribed documentation, which must be received by Stef, again under penalty of forfeiture, by the 10th day of the following month. The Carrier undertakes instead to wait 5 (five) hours for each loading and unloading operation of the goods, to be considered therefore as the maximum agreed time for each of these operations and therefore including also the time necessary for the material performance of the operations.

8bis.3. The times referred to in the previous point are included in the transport tariff agreed between the parties.

9. Management of pallets and other packaging:

9.1. Pallets:

In express derogation of art. 11 bis of Legislative Decree no. 286/05, at each operation, the Carrier will carry out a like-for-like pallet exchange. In its absence, the pallets will be entrusted to it in deposit and it will be its task to return them, in equal quantity and quality, within a maximum period of thirty (30) days from the date of loading, at the point of collection. Monthly, STEF will draw up and share by any means an account statement with the balance of pallets delivered and returned. This document is comparable to an acknowledgement of debt that allows STEF to issue an invoice for the cost of the missing pallets, with the possible addition of transport costs and administrative expenses. In the absence of payment of this invoice or return of the pallets, and after a formal notice has remained without effect, a set-off may be made with the invoices bearing the considerations for the Services provided by the Carrier. So-called "pallet vouchers" issued by the Consignee are not accepted by Stef in substitution for the physical return of the pallets. Stef may authorize them only for EPAL pallets and for specific consignees; in this case, the so-called "pallet vouchers" must be exclusively: a) made out to "Stef Italia s.p.a."; b) filled out so that Stef Italia s.p.a. is the creditor of a number

and quality of pallets equivalent to those delivered to the Carrier. Stef Italia does not accept "pallet vouchers" made out to the original Senders of the transports, nor to the Carrier itself.

9.2. Other supports (containers, roll cages, etc.):

Regarding the management of other supports, the carrier undertakes to execute the particular instructions that will be communicated to it. It is understood that the Supplier may not claim from Stef any further consideration than that already agreed and recognized under the general part of the contract and Annex 2, for the ancillary service of returning the pallets governed by this article, including, by way of example, that relating to their transport to the agreed place, as well as that relating to their management, and this regardless of the number of pallets that the supplier, even for each trip, is obliged to return to Stef. The parties expressly acknowledge that any charge inherent and consequent to the ancillary service of returning the pallets has been expressly evaluated by both parties and is provided for in the tariffs agreed between Stef and the supplier, also pursuant to and for the effects of what is established by Law no. 127 of 4 August 2010. 21.2.

10. Obligation of improvement:

The carrier agrees with the service improvement process pursued by STEF, which may lead, in particular, to a revision of the contract. To this end, performance indicators may be agreed between STEF and the Carrier and specified, if necessary, in a separate agreement. Furthermore, STEF, its clients, and any designated third party may carry out audits and/or evaluations of the Carrier (concerning in particular the aspects of service quality, safety, hygiene, and sustainable development).

11. Legal qualification documentation:

The Carrier must, at the latest by the start of the Services, transmit to STEF or its delegate the documents agreed between the Parties for Italian Carriers and their equivalents for foreign Carriers, the documents established in the Special Conditions (if any) and, in any case, any other legal or regulatory document essential for carrying out a goods transport activity on the territories covered.

Throughout the duration of the relationship with STEF, the Carrier will spontaneously transmit to STEF or its delegate such updated documents, according to the timing agreed between the parties, also in the Special Conditions if present. Failure to transmit and update these documents by the Carrier will give the right to terminate the Contract. Furthermore, the Carrier is required to immediately inform STEF of any change in its legal and administrative situation and of any event that could prevent the correct execution of the obligations provided for in these TS GTC.

12. Economic conditions:

12.1. Consideration:

The tariffs applied to STEF by the Carrier are those agreed between the Parties. In accordance with the legal provisions in force, the tariffs will be subject to indexing based on the fuel indexing tables (fuel grid). The table applicable at the date of signing these conditions is the one agreed between the Parties. The Carrier declares and acknowledges without exception or reservation that the agreed tariffs allow it, for the expected duration of the Services, to cover all costs related to their realization. In return for the performance of each of the transport services, the Client is required to pay the Carrier the agreed consideration, according to the payment and invoicing methods indicated in this article. The agreed transport tariffs are the consideration for the service performed from the place of loading to the place of

unloading, as well as for any other service performed by the Carrier (e.g., possible handling of goods for loading and unloading, portorage on delivery, etc.). For waiting times for loading and unloading, reference is made to the provisions of arts. 8bis.2 and 8bis.3. The parties acknowledge that, as this contract is stipulated in writing, pursuant to art. 6 of Legislative Decree no. 286/05, prices and conditions are left to the negotiating autonomy of the parties pursuant to art. 4, Legislative Decree no. 286/05, and expressly reiterate that the consideration established in this contract has been the subject of negotiation between the parties, albeit in compliance with the law. In the event that the Carrier uses trailers and/or removable refrigerated containers owned by Stef, the parties mutually acknowledge that they have evaluated this economic utility, which the Carrier benefits from, in determining the consideration.

12.2. Invoicing:

For the settlement of the consideration, the Carrier will issue a regular invoice monthly. The invoices must contain all the legal mentions in force, and also the specific mentions provided for in the Special Conditions, where present.

12.3. Payment:

Payments will be made by STEF by bank transfer at 60 days + 10 days from the end of the invoice month, unless another term is agreed in the Special Conditions (if any) and without prejudice to the conditions of exigibility provided for in the same Special Conditions. In case of non-compliance with the indicated term, STEF will be required to pay the Carrier default interest whose annual rate, in derogation of the provisions of art. 5 of Legislative Decree no. 231/2002, is agreed according to the legal rate established by art. 1284 of the Italian Civil Code.

12.4. Forfeiture:

Given that the parties recognize the fundamental importance of the factual and constant verification and control of the coverage of the minimum legal safety costs, in order to guarantee real safety, they agree that the request for any tariff differences to cover these minimum costs must be made by the Carrier to the Sender no later than 6 (six) months from the issue of the relative monthly invoice, under penalty of forfeiture. In any case, the Carrier will definitively and irrevocably forfeit the possibility of raising any reservations, exceptions, disputes, and observations on the conformity of the consideration with the contractual provisions contained in this agreement, if it does not send the sender a registered letter with return receipt containing said reservations, exceptions, disputes, and observations, no later than 6 (six) months from the date of issue of the invoice relating to the disputed consideration.

12.5. Set-off: It is agreed by express and explicitly accepted pact that any credit between the parties, including those deriving from non-return of pallets, cash on delivery, taxed items, penalty clauses, damages caused to the other party or other debit notes, may be set off, pursuant to art. 1252 of the Italian Civil Code, even in the absence of liquidity, exigibility, fungibility, and homogeneity of the credits.

12.6. Suspension of payments: The parties expressly agree that, pending investigations in the event of loss or damage to the transported goods, delays in the execution of transports or, more generally, other breaches of the obligations placed on the Carrier by virtue of this contract or specific agreements concerning vehicle sponsorship, Stef has the right to suspend payments of what is due to the Carrier and therefore such suspension cannot be considered a delay in payment. In the case of so-called "direct delivery" (i.e., when the transport destination is not a Stef Branch), the Carrier undertakes to return, in the agreed methods and times, the delivery notes of the transports performed and authorizes Stef to suspend the payment of invoices for which the relative signed delivery notes have not been provided.

12.7. Non-assignability of credits: The Carrier's credit towards Stef for the consideration deriving from this contract cannot be assigned to third parties, including through factoring operations, without Stef's authorization. If such authorization is given, a fee will be due to the Client for the management of this credit assignment with the Assignee (analysis and verification of the credit assignment and related conditions, correspondence with the Assignee, etc.).

13. Liability:

The Carrier is liable for the goods from the moment they are taken in charge until delivery to the consignee; it is liable for loss, damage, non-performance or incorrect performance of the services and delays and for all other damages towards STEF, under the conditions established by law or those of the CMR in case of international transports. The sale of damaged goods is prohibited.

The Carrier is also liable for the vehicles, trailers, and other equipment possibly made available by STEF.

14. Insurance:

The carrier undertakes to take out with notoriously solvent insurance companies of its choice, all contractual and professional transport civil liability insurance, with sufficient guarantees to always be compliant with the loads and transports entrusted to it. The Carrier's.

Liability Insurance must be underwritten with a minimum guarantee of:

A) for national transports: minimum guaranteed amount: €5,000 per so-called "pallet base" with respect to the vehicle of greatest capacity used on behalf of STEF, with a minimum limit of €100,000 per vehicle and event;

B) for international transports: of the ceiling fixed by the CMR (8.33 SDR/kg).

In case of loading goods with a value exceeding €100,000 in national transport and the ceiling fixed by the CMR (8.33 SDR/kg) for international transports, communicated to the Carrier by STEF, the Carrier undertakes to obtain from its insurers an increase in the amount of its guarantee up to the value of the entrusted load or, failing that, to immediately inform STEF of its inability to perform the Service.

The Carrier's Liability insurance must include at least:

- (i) The "all risks" guarantee and not just that for "specific accidents";
- (ii) The "risk of temperature variation" guarantee for any cause and at least in case of failure and/or malfunction of the refrigeration unit and for errors in setting the temperature of the refrigeration unit;
- (iii) The guarantee for wilful misconduct and/or gross negligence;
- (iv) The geographical coverage compliant with the entrusted transport (CMR Guarantee for international transports with the list of covered countries).

In the event that the goods are not covered by a transport document, the Carrier is obliged to insure the goods under its Property Damage policy.

The Carrier also undertakes to have a suitable policy covering its general Civil Liability and its professional Civil Liability. It also undertakes to insure its Civil Liability for circulation for damages caused by its vehicle or vehicles, and in particular also for tractors towing units entrusted by STEF. Therefore, the Carrier's insurance policy must cover damage to the towed semi-trailer, whatever the cause. The Carrier undertakes to send, upon first request, all the aforementioned insurance certificates, compliant with said guarantees, and as defined by its Insurance Company.

15. Duration, Withdrawal and Termination:

These TS GTC are valid for an indefinite period.

Both parties are granted the right to withdraw from these TS GTC at any time, to be exercised with a notice of 2 (two) months by written communication via certified email (PEC) or registered letter with return receipt to the other party. If Special Conditions are also present, the

Duration and Withdrawal provided therein shall prevail.

The Services may also be terminated immediately:

- (i) according to the law;
- (ii) in the cases specified in these TS GTC and;
- (iii) if Special Conditions are present, in the cases provided for therein.

16. Confidentiality – Non-compete:

The Carrier undertakes to consider as strictly confidential the information already received, as well as that which may be communicated during the execution of the Services.

The Carrier undertakes not to disclose such information to third parties without the prior written consent of STEF. The Carrier will take all necessary measures to protect the information contained in the documents entrusted by STEF, particularly with regard to its own employees.

However, the obligation of confidentiality does not apply to technical, logistical, commercial, or other information that the Parties can prove they knew without a confidential character before their communication as confidential, which are in the public domain at the date of commencement of the Services, or which are subject to a legal or judicial request for disclosure.

This obligation of confidentiality applies for the entire duration of the Services and for a period of three (3) years from their conclusion, regardless of the reason. The Carrier may not use the information for purposes other than the performance of the Services. The Carrier is prohibited from offering services and from making direct or indirect contact with STEF's Clients.

In case of violation of the provisions of this Article, the Carrier would incur a serious breach of its commitments to STEF, which will have the right to terminate the Services under the conditions provided for in Article 15.

17. Independence of the Parties:

The Carrier acts autonomously and on its own behalf. It is in no way an employee, not even temporary, of STEF. The Carrier must not, by its behavior, compromise or risk compromising the image, notoriety, or reputation of STEF. It must not present itself as STEF, as one of its agents, associates, employees, or representatives, nor as having any power or authority to contract obligations of any nature, explicit or implicit, on behalf of STEF.

Unless there is a specific agreement on the use of the STEF trademark, the Carrier is not authorized to use the STEF names and trademarks or their derivatives on any medium. The Carrier maintains full responsibility for its own personnel under labor legislation. There is no relationship of subordination with STEF.

The Carrier maintains authority over its own personnel and assumes responsibility for remunerating its employees and supervising their work.

Upon request, the Carrier will provide STEF or its representative with the total annual turnover of its company or, if it is a subject legally required to prepare financial statements, a copy of its latest filed financial statements, without the need for further reminders. It must also take all necessary measures to diversify its clientele.

18. Ethics – Environment – Anti-corruption:

18.1. The Carrier undertakes, as an essential condition of the agreement between the Parties and in accordance with STEF's Responsible Purchasing Charter available on the stef.it website, to:

- (i) Comply with the legal provisions in force, particularly those relating to safety and labor law;

- (ii) Adopt a continuous improvement approach to limit direct impacts on the environment, in particular: energy consumption, CO2 emissions, direct discharges of pollutants into the natural environment, noise level, use of toxic substances, and waste production;
- (iii) Comply with the provisions of the United Nations International Convention on the Rights of the Child of 20 November 1989, which prohibit child labor;
- (iv) Not to resort, in any form, to forced or compulsory labor, as defined by Article 1 of the International Labour Organization Convention of 25 June 1957 on the abolition of forced labor. In general, it undertakes to comply with all national and international social, health, and environmental regulations applicable to its activity and/or requested by STEF.

18.2. In accordance with the French "Sapin II" law on transparency, the fight against corruption, and the modernization of economic life of 9 December 2016, applicable to the parties since STEF is subject to the control of the French company STEF S.A., STEF has adopted internal measures for the prevention of corruption. It has also adopted an Ethics and Business Conduct Charter available on the stef.it website, with procedures and alert and control systems aimed at preventing and detecting acts of corruption and influence peddling.

STEF undertakes to ensure that all its collaborators, particularly those who have the capacity to commit the company in relations with third parties, share and apply the legal rules and internal regulations that guarantee respect for business ethics.

In the context of the execution of the Services, each Party undertakes to respect the principles and rules established by the applicable laws and regulations regarding conflicts of interest, competition law, and the fight against corruption and influence peddling. In case of non-compliance with the provisions of this article, the Carrier would incur a serious breach of its commitments to STEF, which will give the right to terminate the Services under the conditions provided for in Article 15.

The Carrier guarantees that any natural or legal person acting on its behalf in the context of the execution of these commitments:

- (i) Complies with all applicable anti-corruption legislation;
- (ii) Does nothing, by action or omission, that could expose STEF to liability for non-compliance with such legislation;
- (iii) Implements and maintains its own policies and measures relating to ethics and the fight against corruption;
- (iv) Informs STEF without delay of any event that could lead to obtaining an undue advantage, financial or otherwise, in relation to these commitments. Finally, the Carrier undertakes to provide STEF with all the assistance required to respond to any request from a competent authority in the fight against corruption.

In accordance with STEF's Ethics and Business Conduct Charter, a STEF employee may not request or accept, for himself or for a member of his family, nor propose or grant to the representatives of a supplier money or gifts that could influence the commercial relations between STEF and that supplier.

The Carrier undertakes to respect the terms of this commitment.

The legal representative of the Carrier undertakes to inform STEF of any equity or family ties existing between himself, a member of his family, or an employee of his company and any STEF collaborator that could generate a conflict of interest.

19. Personal data protection:

The Carrier undertakes to comply with all applicable legislative and regulatory provisions regarding personal data (in particular Regulation (EU) No. 2016/679 of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as "GDPR").

It therefore undertakes to implement all necessary procedures and actions to process and store the personal data that it may collect and process in the context of the execution of the Services, as data controller or data processor within the meaning of the regulation, in full compliance with the provisions of the GDPR. STEF, aware of the risks related to the collection and use of personal data for the privacy of each individual and in compliance with applicable laws and regulations, has placed the protection of such data and respect for privacy at the center of its concerns. STEF has a General Personal Data Protection Policy that governs a responsible collection and use of the aforementioned data, in strict compliance with STEF's activities ("General Policy").

This General Policy applicable to STEF as data controller or data processor under the GDPR is available on the stef.it website. It is regularly updated to take into account, in particular, legislative and regulatory developments in the matter and changes in STEF's organization and activities.

The Carrier is invited to regularly consult this General Policy to be updated on the latest changes and to become aware of:

- (i) The commitments made by STEF regarding personal data protection and compliance with the GDPR;
- (ii) The principles and rules followed by STEF for compliant management of personal data concerning the data processed, the purposes of the processing, their legal bases, the retention periods, the recipients of such data, security, and confidentiality;
- (iii) The rights that individuals have over their personal data as data subjects and the means to exercise them.

In the context of the use of the traceability tools made available, STEF ensures the Carrier an adequate level of protection of the personal data collected and processed in this context.

In this regard, it guarantees that the sole purposes of the processing of these data are the traceability and security of the transported goods.

Confidentiality is guaranteed by the fact that such processing is carried out exclusively by designated and trained recipients. These data are collected and processed only for the time necessary for the purposes for which they were collected.

Where applicable, any supplier involved in the processing of these data will be subject to a specific framework that guarantees processing compliant with the GDPR and the minimum standards required by STEF, and a data processing agreement may be concluded between STEF and the Carrier.

20. Intuitu personae:

The Carrier is not authorized to transfer to third parties all or part of the rights (including credits) and obligations arising from the Contract or from any other instruction communicated by STEF, by any means, without the prior written consent of STEF.

Any assignment not authorized by STEF will be considered a serious breach that will justify the immediate and without notice termination of the Services.

STEF may freely assign all or part of its rights and obligations resulting from this contract, through any form and in particular by means of contribution to a company in which it holds directly or indirectly a fraction of capital of at least 40% of the voting rights in the assemblies.

In the event of the sale of all or part of its shares and/or share capital, the Carrier undertakes to inform STEF in advance with reasonable notice. STEF will have the right to

withdraw from this contract, without any indemnity or penalty, with a notice of 30 (thirty) days in case of a change of corporate control of the Carrier, whether this occurs through sale, merger, contribution, or Group restructuring.

21. Governing Law – Competent Court:

For any dispute relating to the validity, interpretation, execution, termination, extinction, and nullity of the Contract, as well as for any other aspect and profile connected to it, the parties identify the Court of Parma as the exclusively competent court, with the exclusion of any other court. The contractual law is Italian law.

22. Code of Ethics and crime prevention:

The Supplier declares to be aware that Stef Italia s.p.a. has adopted its own Organizational Model pursuant to Legislative Decree 231/01 and declares in particular to have read the Code of Ethics, and to have taken note of the principles indicated therein.

In this regard, the Supplier undertakes to behave in line with what is sanctioned in the aforementioned Code of Ethics and not to violate the principles and prescriptions indicated therein and in any case not to engage in any conduct that could expose Stef to the risk of application of the sanctions provided for by Legislative Decree 231/01.

The Supplier is aware that failure to comply with this obligation, even by one of its agents, subordinate workers, or collaborators, constitutes a serious contractual breach pursuant to art. 1455 of the Italian Civil Code and entitles Stef to terminate the existing contract, pursuant to art. 1456 of the Italian Civil Code, without prejudice to compensation for damages and the protection of rights to be exercised in the competent courts.

23. Legality and so-called “anti-mafia” provisions:

23.1. STEF expresses the importance that the activity carried out on its behalf, such as that deriving from this contract, is carried out pursuing objectives of crime prevention and social responsibility, provided for both by law and by self-regulation codes, and in this sense the Carrier undertakes: a) to immediately notify the Judicial Authority and the Prefecture of any illicit request for money or other benefits, or offer of protection or extortion, made during its activity towards itself or towards its representatives or employees; b) not to use, in the context of negotiation procedures with the Public Administration, forms of indirect representation for the award of contracts or procurements; c) not to assign any subcontract or sub-subcontract to companies whose compliance with legal regulations has not been previously verified, with particular reference to Law no. 575/65 and subsequent amendments.

23.2. The Carrier undertakes to communicate to Stef any variation that has occurred after the production of the documentation.

23.3. This contract shall in any case be considered terminated with immediate effect if any of the following circumstances occur:

- A) a disqualifying notice from the Prefecture in relation to the Carrier;
- B) a conviction, even if not final, for crimes of mafia-type association, application of a precautionary, security, or prevention measure against the Carrier or its top management (legal representatives, directors and general managers, technical director).

24. Absence of exclusivity obligation:

24.1. The parties agree on the absence of any form of exclusivity for themselves.

24.2. For the entire duration of this contract, Stef shall not be considered in any way committed to entrusting the transport services object of this contract exclusively or predominantly to the Carrier. Stef may therefore use, at its sole and absolute discretion, other Carriers for the performance of the transports it needs.

24.3. The Supplier also acknowledges that Stef is not obliged to confer a minimum number of transport service assignments, but that Stef is free, during the period of duration of the contract, to request the service or not based on its organizational needs. Consequently, the Supplier may not claim payment of any sum by way of indemnity, compensation for damages or otherwise, for the non-conferment of assignments by Stef during the duration of the contract.

24.4. Likewise, for the entire duration of this contract, the Carrier shall not be considered in any way committed to performing its transport services exclusively for the sender, being well able, in its full entrepreneurial and contractual autonomy, to exercise its business of transport for hire or reward on behalf and upon assignment of other clients, without prejudice to compliance with the transport orders entrusted by Stef.