

**DB Cargo Transa – Full Load Solutions Italia S.r.l. Logistic Services Procurement Contract - General Terms and Conditions**

**Foreword**

1.1 These provisions form the general conditions of contract relative to each Application Contract for the performance of specific Logistic Services, stipulated between the Customer and DB Cargo Transa - Full Load Solutions Italia S.r.l. ("DB Cargo FLS"), Taxpayer ID/VAT Number 03423440969, with registered office address at Viale Vincenzo Lancetti 29, 20158 Milan (Italy), in the person of its legal representative *pro tempore* (the "General Conditions").

1.2 The General Conditions are published in digital format on DB Cargo FLS's website (currently available at <https://fls.dbcargo.com/fls-en>).

1.3 The Recitals and Annexes are an integral and substantive part of the General Conditions.

**2. Definitions**

The capitalised terms listed below shall have the meaning attributed thereto under this Article:

"Customer" shall mean the company who, on each single instance, stipulates the Application Contract with DB Cargo FLS for the performance of specific Logistics Services.

"General Conditions" shall mean these general terms and conditions for logistic services procurement contracts

"Application Contract" shall mean the application contract stipulated between DB Cargo FLS and the Customer, under which the latter entrusts the performance of the Logistic Services to DB Cargo FLS, and in which these General Conditions are expressly referred.

"DB Cargo FLS" shall mean DB Cargo Transa – Full Load Solutions Italia S.r.l., with Taxpayer ID/VAT Number 03423440969, registered office address at Viale Vincenzo Lancetti 29, 20158, Milan, Italy, in the person of its legal representative *pro tempore*, who, under the Application Contract, undertakes to provide the Logistic Services to the Customer.

"Facilities" shall mean the locations with the characteristics, the dimensions, and the equipment, as detailed in the Application Contract, in which DB Cargo FLS shall carry out the Logistic Services.

"Goods" shall mean the goods object of the Logistic Services, whose quality and characteristics are expressly represented and warranted by the Customer in the Application Contract.

"Party" shall mean DB Cargo FLS or the Customer, as the case may be.

"Parties" shall mean DB Cargo FLS or the Customer when referred to collectively.

"Logistic Services" shall mean the activities which DB Cargo FLS undertakes to carry out in favour of the Customer under the Application Contract, consisting of the receipt, storage, custody, and handling of the Goods (excluding any transportation services, as specified below).

2.2 It is understood that the meaning attributed to terms and expressions defined in the General Conditions shall apply to both their plural and singular form.

**3. Logistic Services**

3.1 By stipulating the Application Contract, the Customer awards DB Cargo FLS the procurement contract for receipt/taking delivery, custody, storage, and handling services relative to the Goods within the Facilities in accordance with the terms and conditions as detailed in the same Application Contract and its annexes. It is understood, including pursuant to and by effect of Article 1677-bis of the Civil Code, that the Logistic Services under these General Conditions and the Application Contract do not include any transport services, which - if appropriate - shall be the subject of separate agreements.

3.2 DB Cargo FLS is henceforth authorised by the Customer to carry out the Services under the Application Contract by using the assistance of auxiliary members of staff, associates, and third-party sub-contractors.

3.3 DB Cargo FLS undertakes to carry out the Logistic Services under no exclusivity obligations towards the Customer.

3.4 In the performance of the Logistic Services, DB Cargo FLS shall have the broadest discretion (including with respect to the method of execution of the Services), and the option to bundle the Goods with other products (including, if applicable, with the goods of other customers) as may be available to DB Cargo FLS within the Facilities.

3.5 It is understood that the Customer shall be the only contractual counterparty of DB Cargo FLS, who shall consequently not enter into a relationship with, nor assume any responsibilities towards, any third parties as may be involved in the management of the Goods in the name and/or in the name and on behalf of the Customer.

**4. Representations of the Parties**

4.1 The Customer represents and warrants to have full title over the Goods, and that the Goods have the characteristics expressly detailed in the Application Contract. It is furthermore understood that

- DB Cargo FLS does not in any way consent to carrying out the Logistic Services with respect to goods whose characteristics differ from those represented by the Customer;
- DB Cargo FLS does not in any way consent to carrying out the Logistic Services with respect to any goods classified as "hazardous" under applicable legislation (e.g., based on IATA, IMO, ICAO

classifications, or goods contemplated in the ADR/RID regulations), or any goods subject to deterioration, or any valuables, coins, high-value commodities, and works of art, or goods which taking custody may cause DB Cargo FLS and/or its associates or auxiliary members of staff to violate any applicable legislation (including regulations), unless otherwise agreed-upon by the Parties, and it being understood that the above must be expressly stated in the Application Contract;

- The Customer undertakes to indemnify and hold DB Cargo FLS harmless in respect of any damage and/or harm suffered by DB Cargo FLS, or by third parties, or any harm and/or damage to the Goods, arising out of false declarations and/or omissions of any kind with regard to the weight, value, and characteristics of the Goods.

4.2 The Customer undertakes to provide to DB Cargo FLS all the information and the documents which, based on applicable statutory requirements or in good faith, are necessary for the performance of the Application Contract.

4.3 The Customer represents to have knowledge of, and to henceforth agree to, the quoted prices, relative to the Logistic Services, in foreign currencies, with respect to which DB Cargo FLS expressly reserves the right to invoice an additional amount corresponding to the official exchange rate published by the European Central Bank.

4.4 DB Cargo FLS undertakes to apply to its employees, auxiliary members of staff, or associates, in connection to the performance of the Services and (more generally) in the performance of the Application Contract, the financial and legal conditions (including in terms of occupational health and safety), and contractual terms and conditions applicable to the relevant sector, and to pay the withholding taxes and social security and insurance contributions due by law.

4.5 DB Cargo FLS represents to have all the authorisations, permits, and licenses required by law which are necessary for the performance of the Logistic Services.

**5 Consideration**

5.1 The consideration due by the Customer to DB Cargo FLS for the performance of the Logistic Services, as detailed in the Application Contract, shall be specified in the latter, in addition to advance payments and any expenditures as may prove necessary.

5.2 The consideration payable to DB Cargo FLS shall be invoiced as set out in the Application Contract.

5.3 The Customer undertakes to pay the amounts stated in each invoice within the relative due date as indicated in the Application Contract.

5.4 The Customer may not raise any objections against DB Cargo FLS for the purpose of delaying the payment of the sums stated in each invoice, without prejudice, in any case, to the provisions of Article 1462 of the Civil Code.

5.5 In the event of unjustified delays in making a payment, the Customer shall pay DB Cargo FLS interest on arrears, accruing from the relevant payment's due date to the date of actual payment thereof, calculated based on the provisions of Legislative Decree 231/2002.

5.6 The Parties acknowledge henceforth that DB Cargo FLS shall have exclusive right to offset any payments of the consideration due under the Application Contract against any sums payable by DB Cargo FLS to the Customer.

5.7 It is in any case expressly understood that DB Cargo FLS shall have the right of lien under Article 2761 of the Civil Code.

**6. Liability**

6.1 DB Cargo FLS shall be exclusively liable for the proper performance of the Logistic Services, in accordance with the methods set out in the Application Contract, without prejudice to the exclusion, in any case, of any indirect damages.

6.2 At any rate, it is understood that DB Cargo FLS's liability towards the Customer in connection to the performance of the Logistic Services, may not exceed

- (i) the production value of the Goods, where expressly indicated in writing by the Customer upon the entrusting of said Goods to DB Cargo FLS, or
- (ii) where the value referred-to in point (i) above is not indicated, such value shall be equivalent to Euro 1.00 (one) per each kilogram of Goods. (*sic*)

6.3 It is expressly understood that where, in the performance of the Services, the Goods should fail to comply with the characteristics and/or the quality as had been stated by the Customer, DB Cargo FLS shall have the right to immediately suspend its performance of the Services pursuant to and by effect of Article 1460 of the Civil Code - without this constituting non-performance of the Application Contract - and/or to dispose of the Goods present within the Facilities at its own discretion.

**7. Insurance Policies**

7.1 DB Cargo FLS represents to have entered into, and/or to have confirmed that its sub-contractors have entered into, appropriate insurance policies. Such insurance policies should include, by way of example and not limitation, any policies which, based on the activities as may be requested under the contract, cover (i) physical and direct damages to the Goods, (ii) civil liability arising out of the performance of the Logistic Services.

7.2 It is expressly understood that DB Cargo FLS shall not assume any responsibility with regard to the possible attainment of insurance indemnities as may be payable to the Customer, nor does it undertake any obligation with respect to the interruption of any periods of prescription/limitation applicable, or to the carrying out of expert appraisals in connection to any claims, unless otherwise expressly appointed to do so by the Customer, for valuable consideration.

7.3 Should the Customer personally enter into an insurance policy against any physical and direct damages to the Goods, such policy shall contain the insurer's waiver of the right of recourse against DB Cargo FLS, except in cases of wrongful misconduct.

**8. Contract Termination**

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**DB Cargo Transa – Full Load Solutions Italia S.r.l.**  
 Share Capital € 25,000 EUR. fully paid-in  
 A single shareholder company subject to the management and coordination of DB Cargo AG (under Article 2497-bis of the Civil Code)

**OPERATING HEADQUARTERS AND REGISTERED OFFICES**  
 Viale Vincenzo Lancetti, 29  
 I-20158 Milan (MI)  
 dbcis@deutschebahn.com  
 PEC [Certified E-Mail]  
[dbcargotransaflsitalia@legalmail.it](mailto:dbcargotransaflsitalia@legalmail.it)

Number of Registration with the Milan Company Register/Taxpayer ID Code/VAT Number:03423440969;  
 Registration with the Milan Chamber of Commerce, Industry, Agriculture, and Crafts (C.C.I.A.A.)/Economic and Administrative Index No. 1673170



8.1 DB Cargo FLS shall have the right to terminate each single Application Contract under Article 1456 of the Civil Code by simply notifying the Customer in writing in the manners set out in these General Conditions, (a) if the Goods entrusted by the Customer do not conform with what was declared; or (b) where the information transmitted, relevant for the purposes of the Application Contract, is incorrect, incomplete, or untrue.

8.2 In both of the above cases, DB Cargo FLS shall have the right to refuse or otherwise dispose of the Goods, or, in case of hazardous goods, to see to (or allow third parties to see to) their destruction, and the Customer undertakes to indemnify and hold DB Cargo FLS harmless from any harmful consequences and costs arising therefrom, without prejudice to compensation for damages.

#### 9. Data Processing

9.1 The Parties mutually undertake, in processing and collecting the personal data that may be acquired by the same in the performance and under the General Conditions and/or the Application Contract, to comply, and ensure that their respective employees, any subcontractors and/or associates comply, with the provisions of Regulation (EU) 2016/679, as amended and supplemented, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

#### 10. Ethical Clause

10.1 The Parties represent to be aware of the applicable legislation on the administrative liability of natural persons, and, in particular, of Legislative Decree No. 231 of 08 June 2001.

10.2 DB Cargo FLS represent to have its own Code of Ethics for Business Partner ("**Code of Ethics**") available at <https://www.deutschebahn.com/en/group/compliance/geschaeftpartner/verhaltenskodex-6928718> and Organisational Model under Legislative Decree 231/2001 ("**MOGC**") available at link <https://fls.dbcargo.com/fls-en>. The Customer: i) declares to have read and understood the Code of Ethics and MOGC; ii) undertakes to comply with the rules and principles established in the Code of Ethics and to conduct itself in line with the MOGC; iii) shall abstain from any conduct whatsoever that may entail one of the criminal offences therein indicated, or the criminal offences established by law.

10.3 The Customer undertakes to inform DB Cargo FLS, without delay, of any action, fact, or conduct of which he may become aware in the performance of the General Conditions and of the Application Contract, constituting a deviation from the provisions of Legislative Decree 231/2001 and/or the Code of Ethics and/or MOGC and/or entailing one of the criminal offences falling within the scope of application of Legislative Decree No. 231/2001 and which may give rise to the administrative liability of DB Cargo FLS.

10.4 Any breach of this Article, and any other activities carried out by the Customer, of which DB Cargo FLS may become aware, and which may in any event be suitable to be deemed a deviation from the provisions of Legislative Decree No. 231/2001 or the Code of Ethics, or MOGC, or one of the criminal offences falling within the scope of application of Legislative Decree No. 231/2001, and which may entail the administrative liability of DB Cargo FLS could be considered a serious breach of contract and shall consequently entitle DB Cargo FLS to the right to terminate the contractual relationship in place between the Customer under Article 1456 of the Civil Code, without prejudice to DB Cargo FLS right to compensation for any damages suffered in consequence of said breach.

#### 11. Force Majeure

11.1 Should the performance of the obligations of one of the Parties under the General Conditions and/or the Application Contract become impossible due to events of force majeure, such Party shall not be liable for any loss, damage, cost, or expense as may be suffered or borne by the other Party, unless such events could have been prevented in good faith by the Party invoking force majeure.

11.2 For the purposes of this clause, "Events Force Majeure" shall mean, by way of example and not limitation,

- (i) wars, whether declared or not, revolutions, uprisings, invasions, armed conflict, acts of terrorism or sabotage;
- (ii) local or national strikes, or international strikes (other than company strikes), or occupations of sites in connection to sector protest demonstrations, whether local, national, or even international, as long as they do not originate from any actions or omissions, as the case may be, of the Party invoking force majeure;
- (iii) decisions of authorities and acts of Government not arising, as the case may be, from actions or omissions of the Party invoking force majeure, including quarantine decisions and/or restrictions;
- (iv) natural disasters (including specifically earthquakes), epidemics and pandemics;
- (v) explosions, fires, or similar events.

11.3 Each of the Parties shall in any case be under obligation to inform the other without delay, via e-mail followed by a Certified E-Mail (PEC) and/or registered letter or letter sent via courier, of any event of force majeure that should delay or prevent the performance of obligations arising out of the General Conditions (and/or the Application Contract) in order to come to a mutual agreement on the most opportune solutions.

11.4 The Party who shall invoke the occurrence of an event of force majeure shall endeavour - to the extent that it may be possible - to reduce the duration and the effects of such event to a minimum.

#### 12 Sanctions System

12.1 For the purposes of this clause, the Parties agree [on] the following definitions:

- "Activity Subject to Sanctions" shall indicate any activity, service, or transport subject to sanctions imposed by the competent Authority.
- "Authority" shall mean the United Nations, the European Union, the United Kingdom, the United States of America, or any other authority or government competent to sanction an Activity Subject to Sanctions.
- "Sanctioned Party" shall mean any person, entity, or company sanctioned by the competent Authority.

12.2 Each Party declares and guarantees not to be a Sanctioned Party on the date in which this contract is signed, and for the entire term of contract.

12.3 The Parties undertake, adopting suitable measures where necessary, to observe and comply with all the legislation and all the provisions applicable with respect to international sanctions and embargoes, as issued by the competent Authority. The Parties furthermore undertake to ensure that such measures are complied with by anyone who is subject to their control or influence.

12.4 In case of false declaration by one of the Parties, or non-compliance with the obligations detailed in the paragraph above, the other Party may, at its choice, suspend the performance of the agreement until such time as a change has taken place (whereby the Party is no longer a Sanctioned Party), or terminate the agreement under Article 1456 of the Civil Code, by simple notice sent to the other Party in the manners established in this Agreement without prejudice to compensation for any damages suffered.

#### 13 Confidentiality

13.1 Each Party undertakes not to disclose, for the entire term of contract, and to ensure that its directors and employees shall not disclose, any confidential information relative to the other Party and made available under the Application Contract, except in the event that such disclosure is expressly authorised in writing beforehand.

13.2 Without prejudice to the provisions of the foregoing paragraph, the Parties shall have the right to identify certain specific information to be deemed expressly private and confidential.

13.3 In any case, each of the Parties shall have the right to divulge the confidential information relative to the other Party when divulging such information

- is imposed by provisions of law;
- concerns information that has entered the public domain on account of actions or events not attributable to the P Party divulging the confidential information of the other Party;
- is authorised in writing by the Party who owns such information;
- is necessary to exercise the rights arising from the contractual relationship, where the use of said information is allowed by law and in any case after having consulted with the other Party in writing.

#### 14. Communication between the Parties

14.1 Any communication required or allowed under the provisions of the General Conditions shall be in writing and shall be deemed to have been effectively and validly delivered upon receipt of the same, when sent via letter or telegram, or upon the issuing of the relevant successful transmission report, when sent via e-mail or Certified E-Mail (PEC), to the address found in the Public Registers, or a different postal, e-mail, or Certified E-Mail address, included within the territory of Italy, which each of the Party may communicate to the other after the date of the General Conditions, in accordance with the foregoing provisions, it being understood that the address for service of the Parties for any purpose relating to these General Conditions shall be the addresses stated above, or any different addresses as may be communicated in the future by the same.

14.2 Where any oral or written instructions imparted by the Customer are incompatible or in conflict with these General Conditions, and are not expressly derogated from and approved by DB Cargo FLS in writing, such instructions shall be deemed as not imparted, and in any case never approved by DB Cargo FLS.

#### 15 Applicable Law and Jurisdiction

15.1 These General Conditions shall be governed by Italian Law.

15.2 Any disputes pertaining to the performance and interpretation of the General Conditions and the Application Contract shall be subject to the exclusive jurisdiction of the Court of Milan.

15.3 Any changes to the exclusive jurisdiction under Article 15.2 above shall be agreed upon by the Parties and stated in writing in the Application Contract.

