



Cargo *Full Load Solutions*

DB Cargo Transa – Full Load Solutions Italia S.r.l. Shipping Agency Agreement (Mandato di Spedizione) General Terms and Conditions

Foreword

1.1 The following provisions form the General Conditions applicable to each Shipping Agency Agreement and/or Commercial Offer, 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* (as defined herein) regarding the performance of the shipping services further specified hereunder (the "General Conditions").

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

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

2. Definitions

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

- "**Customer**" shall mean the company which, each time, enters into a Shipping Agency Agreement with DB Cargo FLS.
- "**General Conditions**" shall mean these general conditions of contract for shipping services
- "**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 a Shipping Services Agreement, undertakes to provide the Shipping Services to the Customer.
- "**Recipient**" shall be the party stated as "recipient" in the Transport Documents, or its successor or assignee.
- "**Shipping Agency Agreement**" shall mean the agreement, in which these General Conditions are referred, under which the Customer appoints DB Cargo FLS to act as its agent in carrying out Shipping Services.
- "**Commercial Offer**" or "**Offer**" shall mean the document drawn up by DB Cargo FLS and sent to the Customer, detailing the services offered and the applicable rates.
- "**Goods**" shall mean the goods object of the Transportation, which quality and characteristics are expressly represented and warranted by the Customer in the Shipping Agency Agreement.
- "**Sender**" shall be the party stated as the "sender" in the Transport Documents, which, as the case may be, may coincide with the Customer, or its successor or assignee.
- "**Accessory Operations**" shall mean the custody of the goods, the handling of customs or administrative formalities for the issuing of authorisations or certificates, warehousing services, insurance of the goods, where expressly requested by the Customer, and other services which DB Cargo FLS undertakes to carry out in favour of the Customer, under the terms and conditions of the Shipping Agency Agreement and/or Commercial Offer.
- "**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.
- "**Shipping Services**" shall mean the activities which DB Cargo FLS undertakes to carry out in favour of the Customer, consisting of the organisation of Transportation and Accessory Operations.
- "**Transportation**" shall mean the object of the transport agreement which stipulation and organisation is entrusted by the Customer to DB Cargo FLS under the Shipping Agency Agreement.
- "**Carrier**" shall mean the contracting carrier/actual carrier who shall undertake the obligation relative to the Transportation.

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. Scope of Application

3.1 The Customer expressly accepts, whether acting on its own behalf or on behalf of third parties in the stipulation of the Shipping Agency Agreement, that these General Conditions fully and unconditionally apply to all its contractual relationships with DB Cargo FLS, and to any actions and complaints, including of a non-contractual nature, against the latter.

4. Shipping Services

4.1 Following the stipulation of the Shipping Agency Agreement and/or acceptance of the Commercial Offer, the Customer entrusts DB Cargo FLS - pursuant to and by effect of Article 1737 *et seq.* of the Civil Code - with the task of organising on its own behalf and in the name of DB Cargo FLS, the Transportation of the Goods, in accordance with the terms agreed upon in the Shipping Agency Agreement, and the relative Accessory Operations.

4.2 Based on the terms and conditions of the Shipping Agency Agreement, DB Cargo FLS may also assume, through its own means or those of third parties (as henceforth authorised by the Customer), the task of personally carrying out all or part of the Transportation.

4.3 DB Cargo FLS undertakes to carry out the Shipping Services under no exclusivity obligations in respect of the Customer.

4.4 In the performance of the Shipping Services, DB Cargo FLS shall have the widest power of discretion (including regarding the manner of carrying out the Transportation and the choice of Carrier/s) and the right to group together the Goods with other products (including, as the case may be, of other customers) in the possession of DB Cargo FLS at the time of the Transportation, and to be assisted, in every phase of performance of the Shipping Agency Agreement, by its associates and assistants.

4.5 It is understood that the Customer shall be the only contractual counterparty DB Cargo FLS, who shall consequently not enter into a relationship with nor assume any responsibilities towards the Sender and/or the recipient of the Transportation. For the purposes of the performance of the Transportation, the Customer undertakes, if necessary, to transmit all the information, documents, and indications falling within the scope of the duties of the Sender under applicable legislation, including pursuant to Article 1683 of the Civil Code, and assumes full responsibility in respect thereof.

5. Representations of the Parties

5.1 The Customer represents and warrants to have full title over the Goods, and that the Goods have the characteristics expressly detailed in the Shipping Agency Agreement and/or the Offer and/or the documents accompanying the Goods. It is understood that

- (a) DB Cargo FLS does not in any way consent to carrying out the Shipping Services with respect to goods whose characteristics differ from those represented by the Customer;
- (b) DB Cargo FLS does not in any way consent to carrying out the Shipping 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 transport/taking custody may cause DB Cargo FLS and/or the Carrier to violate any laws and regulations, unless otherwise agreed-upon by the Parties, and it being understood that the above characteristics must be expressly stated in the Shipping Agency Agreement and/or other specific agreement between the Parties;
- (c) 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.

5.2 The Customer undertakes to provide to DB Cargo FLS all the information and the documents which, based on provisions of applicable law (including pursuant to Article 1683, paragraphs 1 and 2, of the Civil Code) or in good faith are necessary to perform the Shipping Agency Agreement (without prejudice to and compliance with Article 4.5 above). 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 and/or irregularities of any kind with regard to the above information and documents, including pursuant to Article 1683, paragraph 3, of the Civil Code.

5.3 The Customer represents that the invoice accompanying the Goods was correctly filled-in in all of its parts, and that the amount therein stated corresponds to the price actually paid or to be paid for the Goods.

5.4 The Customer represents and confirms that - where they are not included in the Accessory Operations carried out by DB Cargo FLS - the packaging and labelling used in respect of the Goods are appropriate for the Transportation, and undertakes to indemnify and hold DB Cargo FLS in respect of any damage and/or harm suffered by DB Cargo FLS, or by third parties, or any damage and/or harm to the Goods, arising out of packaging and/or labelling not appropriate to the Transportation and the characteristics of said Goods.

5.5 The Customer represents to have knowledge of, and to henceforth agree to, the quoted prices, relative to the Shipping Services, in foreign currencies, for 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.

5.6 DB Cargo FLS represents to have all the authorisations, permits, and licenses required by law and necessary for the purposes of the Shipping Agency Agreement, and in general for the Shipping Services.

5.7 DB Cargo FLS does not carry out customs-related operations unless expressly appointed to do so by the Customer.

5.8 Should DB Cargo FLS be entrusted with the task of carrying out and seeing to customs-related operations, the Customer and/or the Sender warrant that the documentation accompanying the Goods is authentic, complete, and without any irregularities, and that Goods strictly correspond to the type described, that they comply with applicable legislation, that the exporting thereof is not restricted, and that they are compliant with marking regulations.

5.9 The Customer and/or Sender shall furthermore provide, sufficiently in advance, all the information, data, customs codes, tariff heading, and tariff classification of the Goods, and all the documents necessary to carry out customs-related operations.

6. Consideration

6.1 The consideration due by the Customer to DB Cargo FLS for the performance of the Shipping Services, as detailed in the Shipping Agency Agreement and/or the Commercial Offer, shall be specified in the Shipping Agency Agreement and/or the Commercial Offer, in addition to advance payments and any expenditures as may prove necessary.

6.2 The consideration payable to DB Cargo FLS shall be invoiced as detailed in the Shipping Agency Agreement and/or the Commercial Offer.

6.3 The Customer undertakes to pay the amounts indicated in each invoice within the relevant due date as stated in the Shipping Agency Agreement and/or the

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Società unipersonale soggetta all'attività di direzione e coordinamento di DB Cargo AG

(art.2497 bis C.C.)

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Offer. It is understood that unless a different payment term is expressly indicated in the Shipping Agency Agreement and the Offer, payment shall be due within 30 (thirty) days.

- 6.4 The Customer may not raise any objections against DB Cargo FLS for the purpose of delaying the payment of the amounts indicated in the invoice, without prejudice, in any case, to the provisions of Article 1462 of the Civil Code.
- 6.5 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.
- 6.6 The Parties acknowledge henceforth that DB Cargo FLS shall have exclusive right to offset any payments of the consideration due under the Shipping Agency Agreement and/or the Offer against any sums payable by DB Cargo FLS to the Customer.
- 6.7 It is in any case expressly understood that DB Cargo FLS shall have the right of lien under Article 2761 of the Civil Code.
- 6.8 The prices quoted by DB Cargo FLS and covenants regarding prices and conditions refer, exclusively and at all times, to specified services, and do not include, unless otherwise agreed, any supplementary costs arising out of operations carried out outside of normal working hours. Unless expressly otherwise agreed, they shall be binding exclusively for goods which volume, size, weight, and quality are normal with respect to the agreed method of transport.
- 6.9 If, by effect of agreements in place, DB Cargo FLS should decide to pay in advance for any rentals, transport consideration, rental of containers, duties and expenses, and other amounts whatsoever, the Customer shall reimburse such advance payments, and pay any interest due for any delays, and any losses due to exchange rate variations.
- 6.10 The Customer shall fully indemnify and hold DB Cargo FLS harmless from any payment requests for any rental, duties, tax amounts, compensation for the deterioration of goods, fines, or any other sums requested, on any grounds, by DB Cargo FLS. If any sums and consideration payable to DB Cargo FLS are paid to the recipient or to third parties, the Customer shall immediately pay said sums or consideration to DB Cargo FLS if, for any reason whatsoever, DB Cargo FLS does not receive prompt and spontaneous payment of the sums due.
- 6.11 Unless otherwise agreed, no sums due to the forwarder may be off-set against any other sums claimed by the Customer, for any reason whatsoever.
- 6.12 It is understood that the Consideration and/or in any case the price agreed between the Parties for the shipping services and/or the accessory operations, and any adjustments agreed-upon by the same Parties, have been defined by taking into account any State aid and/or public funds received by DB Cargo FLS or its suppliers, and paid in connection to the services rendered (e.g., iron bonus and/or other funds).
- 6.13 Fuel Surcharge Adjustment. In consideration of the variable nature of transportation costs incurred by DB Cargo FLS for the performance of Shipping Services through third-party carriers, the Customer acknowledges that the remuneration for such services may be subject to the application of a fuel surcharge ("Fuel Surcharge").
The Fuel Surcharge is determined based on: the indices relating to fuel costs published by the Italian Ministry of Infrastructure and Transport (MIT) for Italian road transport, or the European Weekly Oil Bulletin published by the European Commission for international and/or intermodal transport, as well as taking into account the fuel surcharges applied by the carriers used by DB Cargo FLS for the execution of the Transport. The Fuel Surcharge rate may be updated periodically in relation to changes in incurred costs and shall automatically apply to all services provided after the effective date indicated in the relevant notice. Unless otherwise agreed in writing, the Fuel Surcharge constitutes an integral and variable part of the service fees and shall not be subject to unilateral exclusion or reduction by the Customer, who therefore undertakes to pay it to DB Cargo FLS as calculated by DB Cargo FLS itself. Where the Customer requests services subject to agreed "all inclusive" rates, such rates shall in any case not include any applicable Fuel Surcharge, unless the Commercial Offer expressly states that the Fuel Surcharge is included and specifies its amount as of the date of issuance.
- 6.14 New Swiss Act Costs. With reference to the act issued by the Swiss Federal Office of Transport, concerning railway wagons transiting through Switzerland, known as act "BAV-521.110.0-2/31/6/5" and dated 23 October 2025 or any future equivalent act (the "Swiss Act"), the Parties acknowledge that at the date of this Offer, there are material uncertainties about its effects operationally and economically. Therefore, the Parties agree that, should the Swiss Act (or any substantially equivalent act issued by a public authority), in fact trigger additional requirements with consequential higher costs (e.g. of upgrade, refurbishment, maintenance, etc.), such higher costs were not included in the price set-forth in this Offer. Therefore, if and when such higher costs arise, DB Cargo FLS shall inform the Customer in writing, and the Customer undertakes to contribute to the payment of such higher costs. Consequently, the Parties shall negotiate in good faith how to allocate such higher costs.
- 6.15 Delivery Scheme Changes. DB Cargo FLS reserves the right to modify the routing ("Delivery Scheme") originally foreseen for the execution of the services covered by this Offer, on the basis of logistical, infrastructural, legal or regulatory changes or requirements. Should such new (or amended) Delivery Scheme cause higher (or new) costs (jointly, the "New Costs"), then DB Cargo FLS has the right to charge such New Costs to the Customer. For the approval of the New Costs, the following rules apply: a) if the new Delivery Scheme was freely chosen by DB Cargo FLS, then DB Cargo FLS must notify in writing the Customer of such change, and the Customer shall have the right to object to it within 5 (five) calendar days, and if the Customer does not expressly object to such change within the deadline, then the new Delivery Scheme and the New

Costs are accepted by the Customer; or b) if a new Delivery Scheme is mandatory (for any legal or infrastructure or technical reasons), then DB Cargo FLS shall proceed accordingly with it, and DB Cargo FLS shall inform the Customer of the New Costs as soon as feasible, it being understood that such New Costs shall be invoiced to the Customer pursuant to the ordinary processes.

7. Liability

- 7.1 DB Cargo FLS shall be exclusively responsible for the proper performance of the Shipping Services, and for any accessory operations as per the terms and conditions set out in the Shipping Agency Agreement and/or Offer with the express exclusion, in any case, of any liability whatsoever pertaining to the Transportation. Without prejudice to the above, DB Cargo FLS shall not be liable for any indirect damages including - among others - any damages arising out of any delays in the performance of the Transportation, loss of profit, loss of interest, etc. (the "Indirect Damages").
- 7.2 If, within the scope of the Transportation, DB Cargo FLS should also act in the capacity as Carrier (for all or part of the relevant itinerary), DB Cargo FLS shall be responsible - limited to such leg of the route - for the damages relative to loss and/or deterioration of the Goods occurred in the leg of the itinerary under its responsibility, which shall also include any technical stops in accordance with the limits set out in Article 1696, provisions 2 and 3 of the Civil Code, with express exclusion, in any case, of any liability for Indirect Damages.
- 7.3 The term "technical stop" shall mean the period during which, while in transit, the goods are stationary within a storage area or warehouse or terminal or other recovery point for reasons connected to the performance or progress of the transport, or otherwise to the need to protect the goods while in-transit or while awaiting to proceed with delivery to the Carrier or the Recipient.
- 7.4 It is expressly understood that where, during performance of the Services, the Goods should fail to comply with the characteristics and/or quality previously 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 Shipping Agency Agreement - and/or dispose of the Goods at its discretion during transport.
- 7.5 Without prejudice to the above, in compliance also with health and safety regulations applicable to transport, DB Cargo FLS does not in any way guarantee compliance with delivery deadlines, which are always intended as indicative and not binding with respect to all Shipping Agency Agreements, and irrespective of any differing indication therein set out; consequently, DB Cargo FLS shall not be held liable in any circumstances whatsoever for any delays in the collection and/or transport and/or delivery of any shipment, irrespective of the cause of such delays or of any requests of the Customer relative to specific return deadlines, including when stated in the shipping documents relative to the Goods.
- 7.6 The Customer shall indemnify and hold DB Cargo FLS harmless in respect of any sum or cost due in connection to actions of the Sender and/or the Recipient that delay or prevent the performance of the Transport Services, including also any costs and expenses relative to the stopping of the relevant means of transport (which shall also include containers, swap bodies, and any other units for cargo transport), to the returning the Goods to the warehouse, to the storing thereof, and to the subsequent re-delivery of the same Goods.
- 7.7 Should the Recipient refuse or be unavailable to receive the Goods, DB Cargo FLS may adopt the measures necessary or opportune to store the Goods and return the same to the Sender, it being understood that the Customer shall bear the risk of possible loss, damage, or theft of the Goods.

8. Insurance Policies

- 8.1 DB Cargo FLS represents to have signed an appropriate insurance policy with a leading Insurance Company selected by DB Cargo FLS at its sole discretion, including the relative limits of insurance, conditions, percentage and fixed excesses, to cover against civil liability arising out of the performance of the Shipping Services.
- 8.2 The Customer represents to have stipulated an appropriate insurance cover with a leading Insurance Company with strong commercial market standing and reputation, with respect to the risks connected to loss and/or destruction of the Goods, with limits of liability, conditions, and percentage and fixed excesses at least equivalent to the value of the goods as stated in the relative sales invoices, and in any case including express waiver of the right of recourse against DB Cargo FLS and the Carrier.
- 8.3 It is expressly understood that DB Cargo FLS does not assume any responsibility with regard to the obtaining of insurance payouts to the Customer, nor does it undertake any obligation with respect to the interruption of any periods of prescription/limitation applicable, or to carry out expert appraisal of any claims, unless otherwise expressly appointed to do so by the Customer, for valuable consideration.

9. Revocation - Termination - Renunciation of Agency

- 9.1 In case of revocation of the Agency by the Customer, notified to DB Cargo FLS prior to the conclusion of the Transport Agreement, the Customer shall indemnify and hold DB Cargo FLS harmless from the relative damages and expenses incurred, including with respect to the Carrier, and to pay DB Cargo FLS a compensation of 2% of the total consideration indicated in the Shipping Agency Agreement.
- 9.2 A revocation of the Agency by the Customer, notified to DB Cargo FLS after conclusion of the relevant Transport Agreement shall not have effect, it being understood that the Customer shall in any case held to pay DB Cargo FLS the consideration under the Shipping Agency Agreement. It is in any case understood that the Customer shall have the right to reverse a previously imparted order relative to the Transportation until the Transportation is completed, in whole or in part, it being understood that the Customer shall in

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any case reimburse DB Cargo FLS for the relative expenses, and compensate any damages arising out of said instructions, including pursuant to Article 1685 of the Civil Code.

- 9.3 DB Cargo FLS shall have the right to terminate each single Shipping Agency Agreement 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 to the Carrier do not conform with what was declared; or (b) in case the transmitted information, which is relevant for the purposes of the Shipping Agency Agreement, is incorrect, incomplete, or untrue.

In both of the above cases, DB Cargo FLS shall have the right to refuse, deposit, or otherwise dispose of the Goods, or even, 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 expenses arising therefrom, without prejudice to compensation for any further damages.

- 9.4 DB Cargo FLS has the express right to renounce the Agency relationship, including in the absence of just cause and without such renunciation granting any right to compensation and/or indemnification of any kind to the Customer (which compensation and/or indemnification are - insofar as it may be necessary - expressly waived by the Customer), after serving on the Customer a renunciation notice, sent in the manners detailed herein.

10. Data Processing

- 10.1 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 Shipping Agency Agreement, to comply and ensure that their respective employees, any subcontractors and/or associates comply with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

11. Ethical Clause

- 11.1 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.
- 11.2 Both Parties represent to have their own Code of Ethics and Organisational Model under Legislative Decree 231/2001 (published on the website of the same Parties), and to have read and accept the Code of Ethics of the other Party. Each Party undertakes to abide by the rules and principles established in the Code of Ethics and Conduct adopted by the other Party, and to abstain from any conduct whatsoever that may entail one of the criminal offences therein indicated, or the criminal offences established by law.
- 11.3 Each Party undertakes to inform the other Party without delay of any action, fact, or conduct of which said Party may become aware in the performance of the Shipping Agency Agreement, constituting a deviation from the provisions of Legislative Decree 231/2001 and/or the Code of Ethics of each of the Parties, 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 and/or the Customer, as the case may be.
- 11.4 Any violation of this Article, and any other activity in which DB Cargo FLS and/or the Customer may engage, of which the other Party may become aware and suitable to be deemed a deviation from the provisions of Legislative Decree No. 231/2001 or the Code of Ethics of each of the Parties, or one of the criminal offences within the scope of application of Legislative Decree No. 231/2001 and may entail the administrative liability of DB Cargo FLS and/or the Customer, as the case may be, shall be considered a serious breach of contract and shall consequently entitle DB Cargo FLS and/or the Customer to the right to terminate the contractual relationship in place between the Parties under Article 1456 of the Civil Code, without prejudice to DB Cargo FLS and/or the Customer's right to compensation for any damages suffered in consequence of said breach.

12. Force Majeure

- 12.1 Should the performance of the obligations of one of the Parties under the General Conditions and/or the Shipping Agency Agreement and/or the Offer become impossible on account of 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 may have been prevented in good faith by the Party invoking force majeure.
- 12.2 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; explosions, fires, or similar events.
- 12.3 Each of the Parties shall in any case 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 Shipping Agency Agreement and/or the Offer) in order to come to a mutual

agreement on the most opportune solutions.

- 12.4 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.

13 Confidentiality

- 13.1 Each Party undertakes not to disclose, for the entire term of contract, and ensure that its directors and employees do not reveal, any confidential information relative to the other P Arty and made available under the Shipping Agency Agreement, except in the event that such disclosure has been previously expressly authorised in writing.
- 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 Arty 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 Trade Compliance

- 14.1 The Parties are aware that the exporting, importing, and re-exporting of goods and/or the provision of the relative services may be subject to restrictions on the basis of regulations on the monitoring and control of international trade, including (but not limited to) European Union and U.S. regulations regarding the exporting of goods (hereinafter, the "Trade Regulations").
- 14.2 Each of the Parties represents and warrants that, in the compliance of their respective obligations under the General Conditions, it shall comply with all the Trade Regulations applicable, and to any changes thereto.
- 14.3 The Customer shall be responsible for determining whether or not its transactions are subject to the above Trade Regulations, and informing DB Cargo FLS thereof.
- 14.4 The Customer shall not entrust DB Cargo FLS with the task of carrying out interdicted or prohibited services under the law involving Countries or parties subject to restrictions under Trade Regulations where the above transactions associated to the services are subject to the Trade Regulations.
- 14.5 If necessary, the Customer shall obtain all the licenses, permits, and authorisations/exemptions required to be in compliance with the rules and the laws contained in the Trade Regulations, providing the same documentation to DB Cargo FLS.
- 14.6 Where the Customer's requests under the Shipping Services violate the Trade Regulations, DB Cargo FLS shall have the right to suspend the service without incurring any liability, and the Customer undertakes to indemnify and hold DB Cargo FLS of any damage, harm, fine, or sanction arising out of said violation.
- 14.7 In the event of conflict between these General Conditions and the Shipping Agency Agreement and/or Offer, the General Conditions shall prevail.

15 Sanctions System

- 15.1 For the purposes of this clause, the Parties agree [on] the following definitions:
- "Activity Subject to Sanctions" shall indicate any activity, service, 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. Each P Arty declares and guarantees that it is not a Sanctioned Party on the date in which this agreement is signed and it shall continue not to be a Sanctioned P Arty for the entire duration of the same.
- 15.2 Each Party declares and guarantees that it is not a Sanctioned Party on the date in which this agreement is signed and it shall continue not to be a Sanctioned Party for the entire duration of the same.
- 15.3 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.
- 15.4 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.

16 Communication between the Parties

- 16.1 Any communication, whether 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 thereof, when sent via letter or telegram, or upon the issuing of the relevant successful transmission report, when made via e-mail or Certified E-Mail (PEC), to the address stated in the Public Registers, or a different postal, PEC, or e-mail address, included in the territory of Italy, which each of the Party may communicate to the other after the acceptance date of the General Conditions in accordance with the above provisions, it being

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Cargo *Full Load Solutions*

understood that the Parties' address for service for the purposes of the General Conditions shall be the above addresses, or any different addresses as may be communicated in the future by the Parties.

- 16.2 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.

17. Applicable Law and Jurisdiction

- 17.1 These General Conditions shall be governed by Italian Law.
- 17.2 Any disputes pertaining to the performance and interpretation of the General Conditions, as well as the Shipping Agency Agreement and/or the Offer, shall be subject to the exclusive jurisdiction of the Court of Milan.
- 17.3 Any changes to the exclusive jurisdiction under Article 17.2 above shall be agreed by the Parties and indicated in writing in the Shipping Agency Agreement and/or the Offer.

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