

General Terms and Conditions of Shipping and Transport Service

ART. 1 – SPECIFICATION OF THESE GENERAL TERMS AND CONDITIONS FOR SERVICE PROVISION

1.1 These General Terms and Conditions and the related annexes (hereinafter referred to as the "Contract") govern and regulate all obligations arising from the shipping and transport agreements entered into from time to time with FRESH WAYS, unless otherwise established by a specific written agreement expressly made between the parties. Based on the received assignment, FRESH WAYS may appoint carriers deemed suitable for each shipment. Without prejudice to any derogations and/or supplementary agreements, these general conditions, available at the following link '<https://www.freshways.it/documents>', shall also be considered a written transport contract pursuant to Legislative Decree 286/2005.

1.2 The CLIENT fully acknowledges that FRESH WAYS is a market leader with many years of experience in the shipping, transport, storage, and distribution of food products, including those requiring controlled and ambient temperature conditions. Considering this expertise and the specific characteristics of the services provided to its clientele, and in compliance with applicable regulations — particularly the Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956, ratified under Italian Law no. 1621 of 6 December 1960 and subsequent amendments, as well as the ATP regulations and Legislative Decree no. 193/2007 where applicable — the CLIENT acknowledges FRESH WAYS as an appropriate provider for such services. Consequently, the obligations of the parties and the operational and regulatory terms of each assignment entrusted to FRESH WAYS shall be subject to these general conditions.

1.3 FRESH WAYS undertakes to organize, on behalf of the CLIENT, the commissioned freight transport activities with professionalism and diligence, complying with the execution methods predetermined by the CLIENT through its appointed delegates, in accordance with the contractual terms, agreed limitations, and any specific instructions stated in the individual Service Request.

1.4 The CLIENT acknowledges that the activity requested from FRESH WAYS through the individual Service Request will consist of organizing national and international freight transport through qualified carriers for the shipment of foodstuffs at controlled or refrigerated temperatures. Routes may be carried out mainly by road transport or, at FRESH WAYS' discretion, via intermodal transport methods.

1.5 Should the loading and unloading operations of foodstuffs be carried out directly by the CLIENT or otherwise by the recipients of the deliveries, FRESH WAYS cannot be held liable. For this reason, the CLIENT hereby agrees to hold harmless and indemnify FRESH WAYS from any liability arising from the loading and unloading of the goods.

1.6 The places of pick-up and delivery of goods to the recipients will be specified in writing on a case-by-case basis through specific Service Requests, which must be sent to FRESH WAYS in a timely manner, at least 72 hours before the scheduled pick-up time, to ensure the processing of the service request itself.

1.7 The essential elements of each assigned transport service, such as the quantity and quality of the goods entrusted, the original sender, any loader, the recipient, the delivery locations, the maximum delivery times, and the pick-up and drop-off points, cannot be predetermined and will be identified per relationem, that is, through the transport documents exchanged between the PARTIES.

ART. 2 – SERVICE REQUEST; PERFORMANCE EXECUTION METHODS

2.1 The Service Request submitted by the CLIENT to FRESH WAYS must be comprehensive and detailed. It must include all necessary documentation required for service execution, specifying the type of goods to be transported to verify their suitability for transportation.

2.2 The Service Request shall be submitted by the CLIENT to FRESH WAYS through the platform at '<https://www.omniafw.com>'. The CLIENT will access the platform using the username and password provided by FRESH WAYS; once authenticated, the CLIENT may select the desired service and monitor its progress. Any third parties entering orders into the Omnia system shall be jointly liable with the CLIENT for the payment of services rendered by FRESH WAYS.

ART. 3 – SERVICE FEES, INVOICING, PAYMENT TERMS; FUEL SURCHARGE AND PALLET MANAGEMENT

3.1 The services performed by FRESH WAYS must be compensated based on the rates indicated in the attached **Transport rate** schedule (Annex A), which forms an integral and essential part of each Service Request and the resulting agreement.

3.2 The CLIENT may request additional services beyond those listed in the **Transport rate** schedule, provided that the costs and execution methods are agreed upon in advance.

3.3 Any order cancellation must be communicated in writing via email no later than 12:00 p.m. on the day before the scheduled pick-up of the goods by FRESH WAYS. Cancellations received after this deadline will still be subject to full charges for the reserved spaces, based on the prices indicated in the **Transport rate** schedule.

3.4 The **standard** dimensions handled are 80 cm x 120 cm with a maximum height of 180 cm (including the height of the pallet). Under no circumstances may the goods exceed the perimeter of the pallet itself. The maximum gross weight allowed per pallet is 750 kg. In any case, the number and weight of pallets may not exceed the weight/mass limits set by the transport vehicle. Pallets must be sealed and wrapped with film. In any case, for **non-standard** dimensions, reference is made to the instructions highlighted in the offer for the specific destinations. Should these guidelines not be respected, FRESH WAYS reserves the right not to accept the order for the intended destination and/or to apply additional costs beyond those indicated in the **Transport rate** schedule.

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3.5 If the CLIENT, following a transport order confirmed with FRESH WAYS and defined according to the agreements in the **Transport rate** schedule, sends a higher number of pallets than those booked, causing a burden in the transport management for FRESH WAYS, the latter will still proceed, as far as possible and in the spirit of cooperation and good faith, with the management of the commissioned transport.

3.6 In any case, if FRESH WAYS is unable to transport the pallets that exceed the number booked by the CLIENT at the time of the order, the CLIENT declares to release and hold harmless FRESH WAYS from any liability and compensation obligations deriving from such shipment.

3.7 For the execution of the services rendered, FRESH WAYS shall issue a regular invoice indicating the activities commissioned by the CLIENT and regularly carried out.

3.8 With reference to the payment methods, explicit reference is made to what is set forth in the **Transport rate** schedule (Annex A). The Parties agree that the tariffs set out in Annex A shall be subject to the automatic adjustment and indexation mechanism as provided for under Article 6, paragraph 4, of Legislative Decree 286/2005 and Article 83-bis of Legislative Decree 112/2008 (so-called fuel surcharge clause).

3.9 Pursuant to Article 11-bis, paragraph 1, of Legislative Decree 286/2005, the relations between the CLIENT and FRESH WAYS regarding the management and exchange of pallets are governed in accordance with Annex B (**Pallet Handling Rules**).

ART. 4 – GOODS MANAGEMENT – RELEASE – LIABILITY

4.1 The aspects related to any liabilities arising from damages to foodstuffs and/or, in any case, to the transported goods are subject to the specific provisions set forth in the annex **Charge Management Procedures** for damages to transported goods (Annex C).

4.2 The consignee may dispose of the goods only after the shipment has been released. The release of the goods is deemed to have occurred upon signing the transport document (DDT/CMR), without prejudice to cases of accidents as set forth in the annex **Charge Management Procedures** for damages to transported goods (Annex C).

ART. 5 – DELIVERY TERMS

5.1 The timing of individual shipments is jointly assessed to allow FRESH WAYS to comply with all safety regulations and enable the designated carrier to manage stop times during the execution of the service. In any case, binding delivery commitments, in compliance with the logistics plan, must be previously and unequivocally agreed upon in writing between the CLIENT and FRESH WAYS (by entering the request into the Omnia portal), and such binding terms must be clearly indicated on the transport document or equivalent documentation (in line with prior agreements), with separate charges applied beyond the freight cost for the execution of the specific service.

ART. 6 – CLIENT'S OBLIGATIONS

6.1 The CLIENT undertakes to:

- make the final destination of the goods identifiable on each pallet to prevent labeling errors;
- to seal or have the pallets sealed completely on all sides, both vertically and horizontally, in a manner suitable to preserve the integrity and safety of the products, specifically ensuring that all sides of the pallet are fully sealed;
- to indicate in the transport documents the specific unloading addresses provided by FRESH WAYS when different from its own branches;
- to inform the recipients of the goods to make detailed and specific reservations upon unloading should anomalies be found in the goods as specified in Annex C (**Charge Management Procedures** for damages to transported goods).

ART. 7 – INSURANCE AND LIABILITY LIMITS

7.1 In the event of damage or loss of goods, FRESH WAYS is required to compensate the CLIENT in accordance with the following provisions:

- i.** Domestic road transport. If the transportation of the goods is carried out by land within national territory, the liability for the risks of loss or damage to the products during transport shall be governed by Article 1696 of the Italian Civil Code, as amended by Legislative Decree no. 286 of 21.11.2005, and is therefore limited to €1 per kilogram of lost or damaged goods, unless otherwise agreed in writing between the PARTIES.
- ii.** International road transport. If the shipment is transported by land within, to, or from a country that is a signatory to the 1956 CMR Convention on the contract for the international carriage of goods by road, liability for loss or damage, as governed by the CMR, shall be limited to 8.33 Special Drawing Rights (SDR) per kilogram (approximately €10 per kilogram, depending on the exchange rate).

7.2 "Internal" international leg. Outside the cases specified in points i. and ii., when FRESH WAYS handles the domestic leg of a transport service, particularly in cases of multimodal transport, FRESH WAYS shall be conventionally liable, if liability is established, for compensation within the limits set by the respective domestic national laws.

7.3 Considering the limits specified in the above clauses, FRESH WAYS shall under no circumstances be held liable, for any reason or title, for damages to the transported goods if the CLIENT has not complied with the explicitly stated volume and weight limits, or with the pallet specifications defined by FRESH WAYS.

7.4 In any case, FRESH WAYS shall only be liable for the goods entrusted for transport from the moment of their acceptance and until delivery to the consignee.

7.5 It is understood that FRESH WAYS cannot be held liable for losses, damages, delays, or missed deliveries resulting from unforeseen events, force majeure, or circumstances beyond its control (including but not limited to natural disasters, wars, epidemics, transportation accidents/breakdowns, strikes, robberies, or measures taken by authorities).

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7.6 No compensation shall be due from FRESH WAYS under any circumstances for consequential and/or indirect damages (including, but not limited to: loss of profit, lost sales, loss of clientele, lost revenue, loss of interest, damages resulting from delays in transport execution, or damage to image or reputation). The CLIENT expressly waives any claim or demand in this regard.

7.7 Goods entrusted to FRESH WAYS are covered by carrier liability insurance. Should the CLIENT deem such coverage insufficient, it is the CLIENT's responsibility to request that FRESH WAYS arrange for appropriate value-based insurance coverage (so-called All Risks), the costs of which shall be borne by the CLIENT. FRESH WAYS may arrange ALL RISKS coverage only upon receipt of a written mandate from the CLIENT. In such cases, FRESH WAYS will proceed with the insurance contract arrangement, with the CLIENT reimbursing the related expenses incurred.

7.8 The CLIENT acknowledges that, for the management and settlement of any damage claims, it must provide FRESH WAYS with the following documentation:

- a)** A description of the claim, including data or references not clearly derivable from the travel documentation;
- b)** Transport document – CMR with reservation (DDT or other equivalent document as per national and international regulations), clearly showing the anomaly/claim, the damaged/missing quantity, and bearing a legible stamp and signature;
- c)** Sales invoice issued by the CLIENT to the buyer of the goods;
- d)** Credit note issued by the CLIENT to the buyer of the goods for the full or partial reversal of the sales invoice;
- e)** Damage invoice issued by the CLIENT to FRESH WAYS, in full compliance with these general service terms.

The CLIENT acknowledges that FRESH WAYS may request additional documentation necessary for claim management. Failure to provide all required documents, or even part thereof, or the submission of unclear, incomplete, and/or illegible documents shall be grounds for rejection of the claim and the related reimbursement.

7.9 In the event that the CLIENT is independently insured against any damage and for the coverage limits deemed appropriate for the goods entrusted to FRESH WAYS, the CLIENT also formally declares to:

activate their own insurance coverage in the event of any claim and waive the right to seek compensation from FRESH WAYS and its collaborators or auxiliaries for any amount not covered by the insurance policy they have signed.

In any case, nothing shall be considered due from FRESH WAYS for intangible and/or indirect damages (by way of example and not limited to: lost profits, loss of revenue, loss of goodwill, loss of reputation, loss of clientele, image damage, site downtime, etc.), whether these have a patrimonial or non-patrimonial nature, even if FRESH WAYS was aware that such damages or losses could occur. FRESH WAYS shall not be liable for accidental, special, or consequential damages. The responsibility of FRESH WAYS is expressly understood by the PARTIES to be limited solely to the goods under the limits set out in sections 7.1 and 7.2 above.

7.10 To speed up the pickup operations at the CLIENT's premises, or at another location agreed with the CLIENT, and to offer a competitive service fee, and given that the pickup driver cannot verify the packages prepared by the CLIENT within the loading units, FRESH WAYS is never responsible for the quantity and quality of the collected packages. Signing the DDT (transport document) or an equivalent document without reservation at the time of collection shall be considered as proof of the transportation being taken over, but not of the quality or quantity of the packages.

In general, therefore, FRESH WAYS, in agreement with the CLIENT, is responsible only for the quantity and quality of the handling units and never for the quality and quantity of the packages within them.

Any and all objections by the Recipient, particularly regarding non-compliant temperatures, must be mandatorily noted by the Recipient on the DDT/CMR at the time of delivery, specifically on the Carrier's copy, with detailed and specific reservation. Failure to do so will result in forfeiture of claims, notwithstanding the provisions of Art. 1698 of the Civil Code.

FRESH WAYS shall consider only the specific and clear reservations made by the Recipient and is therefore exempt from liability in the presence of generic reservations (e.g., "subject to inspection").

The temperature must be measured by the Recipient inside the vehicle cargo area immediately upon opening the vehicle doors; thus, FRESH WAYS shall not be held liable for temperature readings taken later.

FRESH WAYS is responsible for the correct maintenance of the temperature within the vehicle cargo area but not for the internal temperature of the food products.

The CLIENT acknowledges that this transport may be carried out using fractional distribution vehicles; therefore, under no circumstances can FRESH WAYS be held responsible if legal tolerance limits are respected.

FRESH WAYS also cannot be held liable for loss and/or damage if the Recipient does not allow the driver to attend the unloading process.

7.11 FRESH WAYS is not responsible for the manufacturing, composition, intrinsic or substantial qualities, sale, commercialization, or labeling of the products. The CLIENT acknowledges and recognizes that FRESH WAYS has no means to control the quality, condition, intrinsic requirements, or composition of the products.

Therefore, it is the CLIENT's responsibility to ensure that all Products delivered to FRESH WAYS pass quality checks and comply with all applicable regulations, including returns or rejected deliveries.

Returned and/or rejected goods remain at the CLIENT's disposal, and the CLIENT is solely responsible for the food safety assessment of the goods at all stages of transport.

The labeling of pallets must allow for the precise identification of the goods, the recipient, and the delivery location. It must comply with health regulations and ensure traceability, which remains the responsibility of the Sender.

The CLIENT guarantees that the packaging and/or wrapping of the goods meets all necessary strength and integrity requirements for storage, preservation, and transportation. It must also safeguard the goods against Food Fraud and Losses and include goods compatible with the transport of food products. Reference can be made to the document available at '<https://www.freshways.it/documents>', listing goods incompatible with food transport.

If the CLIENT fails to meet these obligations, FRESH WAYS may refuse the goods and will not be liable for damages resulting from insufficient packaging.

The CLIENT is obliged to deliver goods to FRESH WAYS at the correct temperature. Both the CLIENT and any third parties or affiliated companies must keep damaged goods available for FRESH WAYS inspections. Such goods may not be disposed of before the completion of the damage assessment process unless authorized by FRESH WAYS.

Should the damaged goods be with the Recipient, the CLIENT undertakes, pursuant to Art. 1381 of the Civil Code, to ensure that the Recipient also keeps the goods available. FRESH WAYS does not accept debit notes issued by the CLIENT in violation of these terms.

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7.12 The CLIENT is required to declare the contents of the shipment and releases FRESH WAYS from any liability regarding the truthfulness of such indications and/or the incorrect or false compilation of the accompanying transport documents.

The CLIENT must also reimburse FRESH WAYS for any additional costs, fines, and/or damages incurred during transportation due to incorrect, incomplete, or false information regarding transport conditions.

Furthermore, the CLIENT must declare the value of the goods for implementing appropriate precautions related to the particular nature of the transport and for corresponding rate adjustments.

In any case, the waybill does not constitute proof against FRESH WAYS regarding the condition, volume, weight, or type of goods.

FRESH WAYS may request goods inspection in the presence of the rightful owner. The right of the competent authority to inspect the goods remains reserved.

Annotations made on package labels and/or delivery notes prepared by FRESH WAYS or its auxiliaries are considered equivalent to transport documents, including for delivery purposes.

FRESH WAYS reserves the right to verify, at any time, the information provided by the CLIENT regarding the nature of the goods, labeling, packaging, and related documents, even for goods already accepted or delivered.

ART. 8 – ASSIGNMENT OF RECEIVABLES

8.1 Upon written notice, FRESH WAYS has the right to assign to third parties, for any reason and even partially or occasionally, the receivables arising in its favor under this agreement.

ART. 9 – LATE PAYMENT INTEREST, EXPENSES, AND RIGHT OF RETENTION

9.1 Late or non-payment within the agreed terms will result in the application of default interest as per Legislative Decree no. 231/2002 and any incurred expenses. In case of a delay equal to or exceeding 7 days, FRESH WAYS has the right to immediately suspend all activities until full payment of the outstanding amount.

9.2 In case of non-payment by the CLIENT or disputes regarding amounts owed to FRESH WAYS S.r.l., FRESH WAYS has the right to satisfy its credit, including expenses and interest, from the goods in its possession (merchandise, cash on delivery, pallets, etc.), limited to the quantity necessary to cover the outstanding or disputed amount, until full settlement of its credit.

ART. 10 – STATEMENTS AND OBLIGATIONS OF FRESH WAYS

10.1 FRESH WAYS declares that it is not involved in any bankruptcy proceedings nor subject to forfeiture, suspension, or prohibition orders, and that none of its representatives or the technical director are under investigation for mafia-related infiltration.

10.2 FRESH WAYS commits to comply with the instructions provided by the CLIENT regarding opening days and access times to loading and unloading points.

ART. 11 – STATEMENTS AND OBLIGATIONS OF THE CLIENT

11.1 By assigning each task, the CLIENT guarantees and declares that all legislative and regulatory provisions related to customs operations for import, export, transit, storage, intra-community transfer, commercialization, and distribution have been fully complied with. The CLIENT further guarantees that all documents necessary for transportation and related operations have been duly verified either by the CLIENT or by personnel expressly authorized by the CLIENT.

The CLIENT agrees to indemnify and hold harmless FRESH WAYS from any loss, claim, or damage of any kind arising from the breach of any of these guarantees.

11.2 The CLIENT indemnifies and holds FRESH WAYS harmless from any liability or burden, including legal expenses, arising from the execution of a task due to causes attributable to the CLIENT or its intermediaries, particularly in cases where the CLIENT provides incomplete or inaccurate documents or information.

Acknowledging that FRESH WAYS provides groupage shipment services, the CLIENT also indemnifies FRESH WAYS from indirect damages resulting from delays or other issues related to the specific requested service that may affect third parties (other Clients) whose goods are grouped within the same shipment.

11.3 The CLIENT also agrees to indemnify and hold harmless FRESH WAYS from costs and expenses arising from actions taken by Customs authorities, provided these are not attributable to FRESH WAYS.

The CLIENT agrees to bear any charges (including, but not limited to, costs related to stops, storage, and missed delivery deadlines) resulting from customs decisions or measures beyond FRESH WAYS's control.

Any direct or indirect prejudice suffered by FRESH WAYS due to customs rulings that cause expenses or costs for FRESH WAYS or its assignees will be fully reimbursed by the CLIENT, who hereby acts as guarantor.

ART. 12 – CONFIDENTIALITY AND DATA PROCESSING CONSENT

12.1 FRESH WAYS and the CLIENT undertake to maintain the utmost confidentiality regarding all data and information they may acquire or become aware of during the term of this contractual relationship.

12.2 FRESH WAYS is expressly prohibited from disclosing facts, news, or information concerning the establishment and execution of the contractual relationship with the CLIENT. Specifically, it is forbidden to disclose service execution terms, prices, and transport conditions.

12.3 The CLIENT, FRESH WAYS, and their employees, trustees, collaborators, and consultants will maintain the highest level of confidentiality, even after the termination of the contract for any reason.

With reference to personal data protection, the CLIENT and FRESH WAYS acknowledge being aware of the regulations set forth in Legislative Decree No. 196 of June 30, 2003 (Privacy Code). In this regard, the CLIENT and FRESH WAYS mutually authorize the processing and communication of personal data to third parties solely to fulfill contractual obligations, strictly in compliance with the mentioned regulations and its subsequent amendments.

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12.4 By assigning and accepting the Service Request, the CLIENT and FRESH WAYS mutually grant consent under Legislative Decree No. 101/2018 and EU Regulation 679/2016 for the processing and storage of all provided data (excluding sensitive data) concerning their respective companies. This consent includes the use of such data for communications and dissemination related to activities connected or associated with this contract.

For all matters not expressly covered, the PARTIES refer to applicable legal provisions, prevailing practices consistent with the intentions herein, and the principle of good faith in both the interpretation and execution of this contract.

ART. 13 – SAFEGUARDING AND SAFETY OF TRANSPORTED PRODUCTS

13.1 During the execution of each service, FRESH WAYS commits to complying with the requirements established by applicable food safety regulations and any specifications defined with the CLIENT. These requirements must be communicated to all relevant departments.

13.2 If, during the service execution, FRESH WAYS finds it necessary to modify the packaging of the products or the composition of the entrusted pallets, it must notify the CLIENT in advance and obtain written consent before proceeding with such activities.

ART. 14 – CODE OF ETHICS UNDER LEGISLATIVE DECREE 231

14.1 The CLIENT declares to have reviewed the Code of Ethics and the Organizational, Management, and Control Model under Legislative Decree No. 231/2001 of FRESH WAYS, available at the link '<https://www.freshways.it/documents>', and agrees to comply with the behavioral principles contained therein. The CLIENT acknowledges the fundamental importance FRESH WAYS places on adherence to these principles for the establishment or continuation of any contractual relationship. Any failure to comply with the provisions referred to above shall result in the automatic termination of the contract, constituting a serious contractual breach pursuant to and for the purposes of Article 1456 of the Italian Civil Code, and shall at the same time entitle FRESH WAYS S.r.l. to take legal action for the recovery of damages.

ART. 15 – APPLICABLE LAW AND JURISDICTION

15.1 Unless expressly provided otherwise in these General Terms and Conditions of Service, each assignment given by the CLIENT to FRESH WAYS is primarily governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on May 19, 1956, and ratified under Italian Law No. 1621 of December 6, 1960, as amended, along with Legislative Decree No. 286 of November 21, 2005, the ATP regulations, and Legislative Decree No. 193/2007, where applicable.

15.2 For any disputes concerning the conclusion, validity, interpretation, or execution of each assignment given to FRESH WAYS, the exclusive jurisdiction lies with the Italian Judicial Authority, specifically the Court of Monza.
The CLIENT and FRESH WAYS expressly waive the jurisdiction of any other potentially competing courts.

ANNEX A: Transport Rates;

ANNEX B: Pallet Management Rules;

ANNEX C: Procedures for Managing Charges;

ANNEX D: Information Notice pursuant to Articles 13 and 14 of EU Regulation 2016/679.

The provisions contained in this agreement have been jointly drafted and agreed upon by the parties, who expressly declare that they accept and specifically approve, also in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following articles: 2, 3, 4, 5, 6, 7, 9, 14, 15.

**Electronically signed by the Data Controller
in accordance with the eIDAS Regulation (EU 910/2014).**

Read, approved, and signed in Burago di Molgora,

The Client

Nicola Sorace
CEO

