

## GENERAL TERMS OF SERVICE

These general conditions apply to all relationships arising from and relating to the assignment by the Client to DACHSER ITALY Food Logistics S.R.L., a sole shareholder company (DACHSER), of transport assignments during the term and validity of the commercial relationship.

### 1. Validity if the General Terms of Service.

Entrusting the goods to DACHSER implies full acceptance of the terms hereafter.

### 2. Product Categories - Bulky Goods

DACHSER can only be entrusted with food products and goods compatible with the transport temperature-controlled food products (+2°/+7°). Dachser shall not be held liable under any circumstances for any damages arising from the failure to maintain temperatures outside the range specified in the contract and the General Conditions of Service. This exclusion of liability applies even if the accompanying documentation or product/packaging includes different temperature indications, as such indications are deemed purely informational and non-binding. Any other type of goods will not be accepted by DACHSER. The goods must comply with the weight/volume ratio specified in the tariff clauses. Failure to comply with these clauses may lead to tariff changes.

### 3. Responsibility of DACHSER.

For national transport, DACHSER's liability is regulated by paragraphs 1 and 2 of Article 1696 of the Italian Civil Code, which sets a liability limit of 1 euro per kilogram of the gross weight of lost or damaged goods. This applies to all instances of damage directly attributable to DACHSER, unless a specific written insurance mandate covering cases of loss and/or damage has been agreed upon with DACHSER.

In case of international transport, the provisions of the CMR convention apply.

DACHSER shall not be held liable for loss, weight loss, or damage to stored goods if such issues arise due to unforeseen events, the inherent nature or defects of the goods, inadequate packaging (including pallets prepared by the customer, which must be fully sealed, including the top), insufficient packaging, or the absence of clear and precise written instructions from the Client specifying the necessary precautions and remedies. Additionally, DACHSER is not responsible for damages resulting from errors or omissions in the documentation related to the shipment.

As package counting is not performed at any stage of the transport chain, DACHSER assumes no responsibility for missing packages or weight discrepancies, unless it is verified at the time of delivery that the pallet has been tampered with, as documented by a notation on the transport document made by the recipient.

For goods prepared for shipment by the customer, where the pallet must be sealed, DACHSER assumes no liability for any hidden defects in the goods.

All complaints by the Recipient, including those related to non-compliant temperatures, must be noted on the delivery note at the time of delivery, with specific reservations acknowledged and accepted by the driver. DACHSER will only acknowledge specific and detailed reservations made by the recipient. General reservations (e.g., "subject to inspection") will not be accepted, and DACHSER is thereby exempt from liability in such cases. The temperature must be measured by the Recipient in the truck compartment immediately upon the vehicle doors being opened. DACHSER assumes no responsibility for temperature measurements taken at a later time. DACHSER is responsible for maintaining the correct temperature within the vehicle compartment but is not liable for the temperature of the transported food products themselves. The Client acknowledges that the transports covered by the commercial relationship will be carried out in split distribution, so in any case no responsibility can be attributed to DACHSER if the tolerances provided for by the laws in force are respected.

DACHSER shall not be liable for non-material damages (e.g., loss of reputation, damage to image) or financial damages (e.g., loss of profit, loss of turnover, loss of customers), nor for incidental damages or losses, whether financial or non-material in nature. Under no circumstances shall the Client impose penalties of any kind or nature on DACHSER that it has received from its Customers-Recipients. Furthermore, the Client shall not issue any charges to DACHSER for damages arising from time-barred conditions.

DACHSER will not be liable for any damages or shortages if, at the time of delivery, the recipient fails to return the transport document with any reservations noted.

In the event of a refusal of goods due to a delay in delivery, the Client will be entitled to a reimbursement of the transport freight charges only, with no entitlement to claim any additional damages.

To avoid unnecessary administrative costs, individual damages below a minimum threshold of EUR 75.00 will not be charged to DACHSER, unless otherwise agreed upon in writing.

DACHSER ITALY fulfils its obligations subject to compliance with, and continued compliance with, all requirements of national and international safety and traceability laws applicable to trade and/or the transport chain, particularly with regard to European embargo sanctions. The Customer guarantees full knowledge and compliance with all legal obligations relevant to its activities, particularly those related to foreign trade, customs regulations, and any applicable embargoes on

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goods, countries, or individuals, without restrictions or reservations. In this regard, it is assumed that all shipments delivered have undergone all necessary checks by the Customer.

#### **4. Accounting management of possible damages.**

To enable DACHSER ITALY to effectively manage damages, both administratively and for insurance purposes, the Customer must promptly provide DACHSER with the following documentation:

- Copy of the Transport Document with clear and unambiguous indication describing the reason for the damage;
- Proof that the goods are no longer usable
- Sales invoice from the Client to its customer;
- Credit note from the Client to its customer;
- Invoice to DACHSER ITALY.

Damage charge invoices issued by the Customer must be exempt from VAT (outside the scope) pursuant to Article 15 of Presidential Decree 633/1972.

These charges should be calculated based on the carrier liability limit of €1.00 per kilogram, the CMR liability limit, or the terms of the agreed insurance mandate.

Unless otherwise agreed upon through specific "All Risks" insurance, no charges based on the value of the goods may be issued to DACHSER.

The said documentation is necessary for processing the insurance file; failing that, the claim cannot be opened and the refund will not be recognised.

The Customer agrees not to issue any direct debit invoice without prior agreement with DACHSER, regardless of any specific arrangements between the Customer and the recipient.

As stipulated by law, debit notes for damages related to the carrier's liability are considered uncertain, illiquid, and non-collectable credits. Therefore, the Customer may not offset such amounts against DACHSER's credits for transportation and services rendered, in accordance with the general provisions of Article 1243 of the Italian Civil Code.

#### **5. Unforeseeable events and force majeure.**

Fortuitous events or cases of force majeure, which absolve DACHSER from liability, are presumed to include those events recognised as such by jurisprudence, such as theft, robbery, looting, strikes, lockouts, riots, acts of terrorism, piracy, fire, natural disasters, traffic interruptions, vehicle breakdowns, and similar occurrences.

#### **6. Information and instructions.**

The Customer shall:

- provide DACHSER ITALY with written communication of all relevant data for each shipment, including quantity, destination, terms, and any special transport conditions; guarantee the accuracy and truthfulness of all information supplied, including the nature of the goods, the number, quantity, quality, content of the packages, net and gross weight, dimensions, and any other relevant details;
- clearly indicate on the transport documents all essential data required for the proper execution of the transport, including the destination address, the gross weight of the goods (expressed in kilograms), the number of packages, the number of pallets and wooden components, the requested delivery date, and any other relevant details;
- properly label each pallet with detailed information, including the recipient's name, street, country, postcode, location, the sender's details, and the delivery date;
- deliver the goods at the appropriate temperature required for the product, thereby exempting DACHSER from verifying the temperature. Provide the goods to DACHSER properly packaged, adhering to industry standards, to ensure the smooth execution of loading, unloading, and handling operations, as well as to prevent loss or damage to the goods or other property. Packaging must be carefully sealed using a system designed to prevent tampering and ensure that any subsequent repackaging is clearly identifiable. Unpackaged or inadequately packaged goods will be accepted by DACHSER with reservations, and DACHSER shall not be held liable for any damage incurred by the goods during transport. The acceptance of the goods with reservation by DACHSER ITALY, shall be notified to the Client within 24 hours by annotation on the delivery documents and/or via data transmission.

Since the driver responsible for collection cannot objectively verify the quantity and quality of the packages, and transit operations at the sorting terminal are conducted at high speed, DACHSER cannot be held responsible for the quantity and quality of the packages as determined upon unloading at the final destination. The signature of the transport document following the collection of the goods is valid only as proof of acceptance and taking of the goods but not as a proof of confirmation of the quality and quantity of the packages.

Regarding the delivery methods of goods to their destination, all unloading and handling activities remain the sole responsibility of the Recipient. Consequently, DACHSER cannot, under any circumstances, be charged for costs related to unloading and handling services. Furthermore, DACHSER is not required to re-palletize the goods. If these activities were carried out, at the request of the Client or by the Carrier for reasons of transport security, this will entail the recognition by the Client of a remuneration.

Furthermore, the Customer must ensure that loading and unloading operations are completed within the time strictly necessary for the nature and quantity of the goods, without prejudice to any compensation provided under Article 9.

Regarding returns (the return of goods after the delivery date), it is agreed that the collection of the Client's goods, returned for any reason, must be explicitly authorized in writing by the Client. In particular, the return can only be authorised after entering the request on the Dachser "elogistics" portal. If the recipient loads the returned goods without prior authorization and without the carrier's consent, DACHSER shall not be held responsible for the outcome of the return. Under no circumstances shall DACHSER be obligated to manage the return of expired goods or returns in non-compliant hygienic or packaging conditions.

The CUSTOMER undertakes to provide DACHSER ITALY with packaging that complies with the requirements set forth in Article 219, paragraph 5, of Legislative Decree 152/06 and subsequent amendments. The CUSTOMER expressly agrees to indemnify and hold DACHSER ITALY harmless from any and all liability arising from the introduction into the Italian market of packaging that does not meet legal requirements, including any obligations to pay fines or penalties resulting therefrom.

Specifically, it is expressly stated that the responsibility for affixing environmental labels and identifying the packaging material rests solely with the CUSTOMER.

For shipments managed by DACHSER ITALY using the Cross Docking method (with transport documents already prepared by the CUSTOMER), the alphanumeric codes for the packaging materials that may be used by DACHSER ITALY in the transportation of the goods are listed below.

The CUSTOMER undertakes to include them in the transport documents accompanying the goods.

The codes referring to the packaging materials are as follows:

- Cardboard corners – PAP 20
- Packaging film rolls – LD PE 04 for the plastic component of the film and PAP 21 for the cardboard cores
- Corrugated cardboard packaging – PAP 20
- Wooden pallets – FOR 50
- H1 and E2 crates – HDPE 2

It is the CUSTOMER's responsibility to notify DACHSER ITALY, by calling and subsequently sending an email to [it.verona-fl@dachser.com](mailto:it.verona-fl@dachser.com), in the event of an attack on its IT systems as soon as they become aware of it.

## **7. Pallets.**

The Client ensures that the quantity and type of pallets and packaging, both ground and intermediate, delivered to DACHSER are noted in the respective orders / shipments and transport documents and that they are transmitted correctly and precisely for each shipment (data transmission via EDI/TRO, Avis, transport document, ...). In case the Client does not provide the minimum information required (such as the number of pallets, pallets places and corresponding type), the recording of the pallets shall take place as noted by DACHSER upon arrival at its warehouse; the Client therefore waives as of now any right of objection. In any case, the Client must accept the changes detected and documented with respect to the data communicated. Any discrepancies found at the recipient will be forwarded to the customer via exchange receipts (e.g. delivery note, DACHSER delivery note, unloading vouchers) and will be deducted in the Client's account statement.

In case of collection of pre-loaded trailers, the signing of the exchange document is subject to later revision. In the case of shipments from the warehouse to non-exchanging countries, the the respective loading/packing aids used by DACHSER will be charged to/deducted from Client's account.

As required by art. 11 bis, paragraph 1, of Legislative Decree 286/2005, DACHSER is not obligated to manage or return the packaging or handling units used.

DACHSER ITALY commits, in any case, to making efforts to recover the technical materials from the Recipient under the economic terms agreed upon by the parties.

The CUSTOMER must exclusively use EPAL-type pallets for national shipments and EPAL or EUR-type pallets for international shipments where an exchange is anticipated, hereby accepting the interchangeability of EUR and EPAL pallets for such exchanges. Other types of pallets will be considered non-returnable. A return allowance, calculated as a percentage of the total number of pallets moved, is mutually agreed upon. The deductible amount and the management/billing methods will be determined through an agreement between the parties.

The management of non-interchangeable pallet types must be explicitly defined in a separate agreement between the parties.

The Customer is required to ensure the return of packaging materials by the recipients.

In the exceptional event of a failure to exchange EPAL pallets (in full or in part) at the time of delivery of the Customer's Products, DACHSER will accept a voucher (pallet voucher) issued by the recipient, indicating the date, the number of EPAL pallets, and the signature of the operator.

DACHSER will independently manage the pallet recovery attempts. If the recipient fails to return pallets or returns pallets of lower quality than those delivered within three months of the goods' delivery, DACHSER will send the original vouchers in its possession to the Customer via registered mail with return receipt. DACHSER will then credit the pallet account with the number of pallets indicated on the original vouchers.

The Client shall bear any additional costs arising from the non-exchange of materials for loading and packaging at the recipients' premises, including the costs of handling, administration and separate collection.

If the Client requests the return of pallets of a higher quality than the current standard (Class C), DACHSER will apply additional fees.

To enable DACHSER Italy to efficiently exchange incoming pallets and prevent issues with carriers appointed by the Customer, as well as to facilitate the recovery of packaging used for deliveries within Italian territory that are not immediately returned by recipients, the Customer shall provide DACHSER Italy with a quantity of EPAL pallets (referred to as a "buffer reserve") equivalent to 8 weeks of operational requirements, unless otherwise agreed in writing. The exact number will be determined based on production forecasts.

For the administrative management of the pallets, a special bank account will be set up and managed to operate on credit/debit cards. Pallet accounting will be kept by DACHSER Italy.

The statement will be sent to the CUSTOMER by the 20th of the month following the reporting period and will indicate the credit balance of either DACHSER Italy or the CUSTOMER.

Any discrepancies must be reported by the CUSTOMER, clearly referencing the relevant item on DACHSER's account statement and providing supporting documentation for the dispute (e.g., exchange certification documents, transport documents).

The statement balance must be reconciled between the parties by the end of the month in which the statement is issued.

If the CUSTOMER fails to reconcile the balance (by returning the duly stamped and signed statement) or request modifications supported by appropriate documentation within the specified deadline, the balance will be deemed valid for the purposes of reimbursement.

If new documents certifying pallet handling related to the issued statement are received later, DACHSER reserves the right to include them in subsequent statements, provided they are recorded within 12 months from the date of issuance of the original statement. DACHSER Italy does not agree to check the CUSTOMER's account statement.

## **8. Delivery times.**

The delivery of goods to their destination is carried out in accordance with the Logistics Plan provided by DACHSER ITALY to the Client, accessible online at <http://www.piano-logistico.it/#azienda>. Deliveries are executed with due diligence, considering traffic and road conditions across the Italian regions, municipalities, and provinces, except in cases of unforeseen events or force majeure.

The following are not considered departure days: days when departures are prevented due to force majeure or specific holidays, which DACHSER will promptly notify to the Client. The departure of vehicles is suspended during periods when traffic is prohibited and therefore days falling within the period of the traffic ban cannot be considered as days of departure.

Mandatory delivery commitments, in accordance with the logistics plan, must be agreed upon in advance in writing between the Client and DACHSER. The mandatory terms must also be clearly indicated on the transport document.

## **9. Compensation and payment.**

The Client shall be required to pay DACHSER the compensation specified in the tariff schedules agreed upon between the parties for the services provided.

The structure and amount of the fee are determined based on historical statistical data and information provided to DACHSER by the Client.

Rates will be subject to a minimum automatic annual adjustment linked to the revaluation coefficient provided by ISTAT. The tariff levels and any additional adjustment scenarios, beyond the application of the minimum determined by the ISTAT coefficient, will be reviewed and analysed annually.

DACHSER reserves the right to revise the rates at any time in the event of significant changes to the activities to be performed, the introduction of new activities, substantial changes in the cost structure, or the occurrence of unforeseeable and uncontrollable events, whether specific or extraordinary. These changes will be communicated to the Client in writing, in advance and with an indication of the date from which they will be applicable.

If the Client does not raise any objections within seven days of receiving the communication and continues to assign tasks to DACHSER after being notified of the new tariffs, the tariffs will be deemed automatically accepted and will apply from the date specified in the communication.

In the event of a dispute, the parties will meet within 15 days of the notification to agree on new rates. DACHSER ITALY will not accept complaints regarding the application of tariffs received after the due date for payment of the invoice.

The maximum waiting time for each loading and unloading operation is set at 90 (ninety) minutes, starting from the arrival of the vehicle at the loading/unloading location. After this time, the Carrier is entitled to compensation of €100 (one hundred/00) for each hour or fraction of an hour of waiting, to be paid by the Customer and the Loader jointly and severally, pursuant to Article 7 of Decree Law No. 73 of 21 May 2025, converted into Law No. 105 of 18 July 2025, no. 105.

Loading and unloading operations must be carried out within the time strictly necessary. Compensation is also due if the time required for the actual execution of the loading/unloading operations, set at 1 hour for each operation, is exceeded.

The Driver is always guaranteed the right to be present during loading operations, with particular attention to the correct

placement of the load on the vehicle, in accordance with the provisions of Articles 164 and 167 of the Highway Code, without this entailing any limitation of the Loader's liability with regard to its obligations.

The costs for portage and/or unloading bookings incurred during delivery to the Client's Customers will be reimbursed by the Client to DACHSER.

The application of additional costs will be specified in the relevant price lists (e.g., but not limited to, "Fuel Surcharge").

The rates agreed between the parties also include costs related to transport safety.

Set-off is never permitted, and payments shall follow the terms outlined in the contract.

## **10. Withdrawal and termination.**

In the case of a permanent contract, either party may terminate the commercial relationship at any time by providing 15 (fifteen) days' written notice or within the timeframe specified in a separate agreement between the parties.

In the event of non-payment by the agreed due date, even for a single monthly invoice, if the Client is subject to any bankruptcy or liquidation procedure, including voluntary liquidation, or if the goods entrusted do not comply with applicable laws, the contract between the parties may be lawfully terminated pursuant to Article 1456 of the Italian Civil Code. This termination will take effect when DACHSER provides written notice to the Client, including via fax or email.

## **11. Competent court.**

For any controversy regarding this agreement, the Court of Verona is competent.

## **12. Signing**

The signing of these general conditions, as well as tariffs or other agreements between the parties, may also occur electronically using the systems employed by DACHSER (e.g., DocuSign), which the CUSTOMER acknowledges as familiar with and recognizes as fully valid for attributing the signature to it.

These general conditions of service shall, in any case, be deemed valid and effective between the parties upon the entrustment of goods by the CUSTOMER.

## **13. 231 Model and Code of Conduct for Business Partners**

The Parties declare that they are aware of Legislative Decree 231/2001 and the Customer certifies that it has adopted and effectively implemented procedures suitable for the prevention of the offences provided for therein. The Customer has read the Organisational Model and Code of Ethics of DACHSER Italy Food Logistics S.r.l., available on the website [www.dachser.it](http://www.dachser.it), and undertakes, also on behalf of its employees and collaborators, to comply fully with its contents. The Customer is also obliged to comply with the relevant laws, including those relating to competition, corruption and fraud, and to comply with the 'DACHSER Code of Conduct for Business Partners', available at any time on the website [www.dachser.it](http://www.dachser.it), in the 'Compliance' section, and undertakes to be aware of its current content and subsequent updates. In relations with DACHSER Italy Food Logistics S.r.l., the Customer undertakes to act in accordance with the principles of good faith, diligence, cooperation, reliability, integrity, transparency, loyalty, and professional fairness, avoiding relationships that could generate personal advantages or conflicts of interest. Any violation of the above obligations shall be considered a serious breach and shall justify the suspension or termination of the contract pursuant to Article 1456 of the Italian Civil Code, in addition to compensation for damages. The list of offences referred to in Legislative Decree No. 231/2001 is exhaustive and any future amendments or additions thereto shall automatically apply to this Agreement.

## **14. Personal Data Processing.**

DACHSER renders its services in accordance with the respective national data protection requirements applicable to the DACHSER branch that has been entrusted with the order and in compliance with the General Data Protection Regulation (EU) 2016/679 as amended (GDPR).

Should DACHSER receive from the customer personal or other data, it is used exclusively for meeting DACHSER'S contractual obligations (e.g., transport, delivery, storage), unless otherwise agreed to in a separate agreement between the parties. In the process of meeting its contractual obligations, DACHSER may find it necessary to share personal data (e.g., with subcontractors, DACHSER subsidiaries, customs and other governmental authorities). Details on the use of personal data can be found in the document "Information Security at Dachser" which can also be viewed on the website [www.dachser.com](http://www.dachser.com) at any time. The customer similarly renders its contractual services in compliance with the GDPR and the respective national data protection requirements applicable to the DACHSER branch that has been entrusted with the order. In particular, the customer must ensure that DACHSER is permitted to use the personal data sent by the customer to the extent and for the purpose described above. This still applies even if the personal data is not collected directly from the party concerned. As a result, DACHSER can be sure of the legitimacy of the use of the shared personal data to the extent described above without having to conduct further reviews. The customer releases DACHSER from any claims asserted by third parties in connection with the use of data to the extent described above—especially from any claims resulting from domestic or international data protection laws or GDPR, as well as any other claims made by data Protection Authorities.