

General Terms and Conditions (GTC) for Purchasing of Transports by SIPRO Siderprodukte AG

This transport operation must be carried out on the basis of and in accordance with the legislation in force under Legislative Decree 286/2005 as amended (transport at a national level) and the CMR Convention (transport at an international level).

By accepting this transport assignment, you declare:

1. that, in the case of transport within the Italian national territory, you have verified the feasibility of carrying out the transport subject of this assignment in compliance with the legislative and regulatory provisions in place to ensure the safety of road traffic and social security, particularly with regard to Articles 61 (loading gauge), 62 (maximum authorized mass), 142 (speed limit), 164 (arrangement of loads on vehicles), 167 (transport of goods on vehicles and trailers) and 174 (driving time for vehicles intended for the transport of people and goods) of Legislative Decree No. 258 of 30 April 1992;
- 1.1 that, in the case of transport at an international level, you have verified the feasibility of carrying out the transport subject of this assignment in compliance with the national and international and regulatory provisions in force in the countries of origin, transit and destination, particularly with regard to the provisions of the Highway Codes of those countries in terms of loading gauge, maximum authorized mass, speed limit, arrangement and securing of loads on vehicles and driving time for vehicles intended for the transport of people and goods;
- 1.2 that, in the case of transport at a national level carried out with vehicles registered abroad and with on-board personnel of nationalities other than that of the country within which the transport service is carried out, you will respect the standards of cabotage in the European Community relating to the maximum number of transport operations that may be carried out within seven consecutive days from entry into the country, as well as all national standards in force;
- 1.3 that you assume all responsibility under the obligations of correct arrangement of loads on vehicles, including with reference to the EN 12195-1:2010 standard and to the European best practice guidelines for securing loads for road transport of 8 May 2014;
2. that you directly and exclusively assume the control burden and the responsibilities for any overweight and overloading of the axle suspension;
3. that the shipments received for delivery correspond, in terms of type, number of packages, gross weight and volume, to the above and you confirm that you will respect the constraints and commitment, where necessary, of pallet exchanges. In case of violation of the obligation to exchange pallets, the associated charges on the part of the sender and/or contracting entity of the transport will be charged back to you in full;
4. that you will refrain from establishing and/or maintaining any business relationship, directly and/or through an intermediary, with customers of SIPRO Siderprodukte AG, without prejudice to our right to compensation for any damages arising from non-compliance with this ban;
5. that you will comply with all legal safety obligations and that you have put in place awareness policies to counteract child labor and the use of drugs and alcohol by your employees;
6. that you undertake to use only parking and rest areas that are fenced and/or guarded and/or under video surveillance, and to implement all actions that shall safeguard the security of the transport;
7. that you will execute the transport assignments using means that comply with legal requirements and are appropriate for the service in perfect working order, regularly maintained and checked in accordance with the legal time frames and your internal maintenance program, and that you undertake to provide documentary evidence of this on request;
8. that you will observe the internal regulations of the loading and unloading areas that are provided to you by the sender and the consignee, and that you will inform us of any anomalies that may occur in the course of carrying out the transport service, and also that you will issue suitable directives so that, during the loading and/or unloading phases, the on-board personnel are wearing all the personal protective equipment required by the activity to be carried out;
9. that, in the event of transport falling under the ADR treaty or transport of other goods subject to specific regulations, you undertake to respect the applicable regulations in full;

10. that you commit to being available 24 hours a day, 7 days a week and to employ on-board staff with the necessary professional requirements and adequate training. Once unloading is complete, the driver must take delivery of a copy of the packing slip and/or shipping document and/or CMR document from the recipient duly signed and stamped, and notify SIPRO Siderprodukte AG immediately in the event of reservations/discrepancies identified at the time of unloading. Any failure to notify or delay in notifying any anomalies that damage the image of SIPRO Siderprodukte AG shall be charged to the carrier, subject to possible further action. Failure to hand over the aforementioned documents, duly stamped and signed, to SIPRO Siderprodukte AG together with the transport invoice and a copy of this assignment countersigned for acceptance shall lead to non-payment of the transport invoice. The corresponding payment to the carrier shall be made in 60 days to the end of the month. In the event of failure to comply with the collection and delivery dates previously agreed with SIPRO Siderprodukte AG, we shall immediately hold you responsible for any damage arising from non-compliance. In the absence of any written reservations on your part with regard to the above, this assignment is deemed to be accepted in full, particularly in reference to the regulations set out in Legislative Decree 286/2005 and CMR Convention.

MAXIMUM LOADING/UNLOADING TIMES: Provided that the loading time is observed with a difference of no more than +/- 15 minutes from the agreed time, the maximum loading and/or unloading times (threshold) for an individual operation shall be set at 4 hours. Stops above and beyond those established in the threshold shall be economically adjusted subject to the authorization of the competent subsidiary upon presentation of documentary evidence. Engaging third parties (2nd-level subcontracting) to carry out the transport subject of this assignment, whether at a national or international level, is explicitly prohibited. For all matters not explicitly mentioned in this assignment, the appointed carrier declares that they are aware of and apply all legal provisions relating to transport and labor in force in the countries of origin, transit and destination for the transport service ordered.

11. Insurances

- 11.1 The contractor shall provide adequate insurance cover for all liability cases. In particular, all orders submitted must have a valid CMR insurance policy with a minimum insured sum of 250,000 € (with paid premium, without exclusion of liability). Upon request, the contractor is obliged to document the scope of cover at any time. Changes in the insurance cover and the scope of cover must be notified to the contracting entity without delay. In the event of a breach of this reporting obligation, a penalty of € 5,000 shall be imposed. Further rights, e.g. the assertion of claims for damages, remain reserved for the contracting entity. For each case of damage, a lump sum of 25 € will be charged for administrative costs.

12. Carrying out of the transport

- 12.1 If it is not possible to equip a vehicle with the prescribed loading volume, an organized (clean) loading area and a flawless tarpaulin, the contracting entity reserves the right to award the contract to another company. The resulting damage shall be borne by the contractor.
- 12.2 The transported goods may not be transshipped, nor may goods not listed in the loading order or not belonging to the respective order be co-loaded. In the event of non-compliance with the prohibition of transshipment and co-loading, the contracting entity reserves the right to impose a penalty of 500 €.

BAN ON RESELLING TRANSPORT TO THIRD PARTIES