



## Terminal Operation

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#### 1 DEFINITIONS

Unless specified otherwise, terms indicated with capital letters will have the following meanings, whether in single or plural form:

“**Agreement**” or “**Contract**” means the contract between the Parties in all his parties, including all his Annexes and those GT&C, entered into by and between VG and the Customer;

“**Annex**” or “**Annexes**” means the annexes to the Contract, as listed therein;

“**Authority**” means any government authority and/or agency having jurisdiction in respect of the Customer or VG or the Terminal, as the case may be, in conjunction with the Services to be performed under the Agreement;

“**Change of Control**” means the acquisition by a third party of direct or indirect control of the Customer. A third party shall be deemed to control the Customer if it, directly or indirectly: (i) holds a majority of the voting rights in the Customer; or (ii) has the right to appoint or remove a majority of the Customer’s board of directors, supervisory board, or any other body in charge of or controlling the management of the Customer or (iii) has the right to exercise a dominant or decisive influence over the Customer;

“**Commercial inactivity**” means any situation of the berthing ship, different from the necessary time to perform

loading and discharging operations;

“**Confidential Information**” means: (a) any and all information relating to the contents of the Agreement; (b) any and all other information communicated by one Party to the other, or to which one Party could have access in connection with the performance of the Agreement, while on the other Party’s premises or not, and/or any information which is: (i) intangible, visible or recorded form and marked as “Proprietary” and/or “Confidential” or with some other similar marking or denomination; or (ii) communicated orally and is said to be proprietary and/or confidential in its nature and which is thereafter converted into tangible, visible or recorded form;

“**Customer**” means the Shipping Lines, as defined in the Contract;

“**Force Majeure**” means an event or circumstance beyond the reasonable control of a Party including, but not limited to, any act of God, act of public enemies, war, warlike acts, terrorism, restraint of governments, riots, strikes, lockouts or other labour or industrial disputes, failure of a utility service, insurrections, civil commotion, civil disobedience, floods, fire, restrictions due to quarantines, sanctions or radioactivity, epidemics, storms, tempest, typhoon, tsunami or any other event or circumstance beyond the reasonable control of the Party .Notwithstanding the aforesaid the following shall be considered as Force Majeure within the meaning of this Agreement: (i) restrictions imposed by the port authorities or any other authority, organ or instrumentality of the country in which The terminal is located; (ii) confiscation, expropriation or nationalization of terminal assets; (iii) commandeering or requisition of terminal assets; (iv) any law or governmental order, rule, regulation or direction, in each case outlined in (ii), (iii) and (iv), by the government of the country in which the Terminal is located.

“**GT&C**” means those General Terms and Conditions;

“**Operations Manual**” means the manual concerning all the requirements to be satisfied to live up the expected performances, which is consultable on VG’s website at <https://www.apmterminals.com/en/vado-ligure>;

“**Parties**” means RT and the Customer and “**Party**” shall be interpreted accordingly;

“**Price**” means the total amount to be paid by the Customer for the Services provided by RT under the Rates agreed;

“**Price List**” means the document containing the maximum rates for each service offered by RT, which is published by RT on Authority’s website;

“**Rates**” means the price without any discount or reductions, agreed by the Parties for the performance of each Service, indicated in the Contract;

“**VG**” or “**Terminal Operator**” means Vado Gateway S.p.A.;

“**Service**” or “**Services**” or “**Terminal Services**” means



any factual and legal acts of VG connected in the broadest sense with loading/unloading, handling, storage, receipt and/or delivery of goods or containers, including but not limited to the acceptance, temporary storage, shifting, weighing, repackaging, checking/ordering the checking and/or delivery of goods, the execution of shipping activities and the use of all kinds of cranes, provided by VG pursuant to this Agreement. All services are better described in the Operations Manual and in the Price List.

“**Terminal**” means the terminal in Vado Ligure (SV), Italy, port, comprehensive of all sites, buildings and waters where Vado Gateway S.p.A. is based or where it carries out the Services, including any quays, railways, crane tracks, waterways, roads (whether adjacent or not);

## **2 APPLICABILITY**

- 2.1 Any general terms and conditions applied by the Customer are expressly excluded.
- 2.2 The GT&C are applicable to all legal relationship with Terminal Operator under which the Services are carried out.
- 2.3 Should VG engage in contracts with third parties within the scope of the Services or other activities related, the general terms and conditions of such third parties will not be enforceable against the Customer.
- 2.4 In addition to the above, VG is entitled to rely on the custom of its port.

## **3 PREAMBLE, SCOPE AND PURPOSE OF THOSE GT&C**

- 3.1 Those GT&C will be applied and forms the regulation for the agreement, as defined herein, between the Parties.
- 3.2 The purpose of those GT&C is to determine the terms and conditions already agreed and not provided into specific contracts. The acceptance of the GT&C by the Parties does not create in any way any constraint and/or commitment and/or obligation regarding the assigning of supplies and/or works.
- 3.3 Those GT&C may under no circumstances establish any relationship of subordinate or parasubordinate employment, nor any agency relationship and shall not constitute a partnership or joint venture, nor shall they give rise to any right of exclusivity in favour of the Customer.

## **4 PAYMENT TERMS AND INVOICES**

- 4.1 The Rates contained in the Contract are not binding until an agreement has been concluded. An agreement is concluded when the Contract has been returned duly signed by the Customer for acceptance.
- 4.2 The economic conditions indicated in the Contract are exclusive of any taxes, duties and/or any other

charges applicable to the Service.

- 4.3 VG will not be responsible for the payment of any and all customs duties, export and/or import fees, permits, licences or clearances levied and/or required by any Authority in connection with the Service.
- 4.4 VG is entitled to adjust any Rate already accepted in all fairness due to documented cost-increasing factors that are beyond the control of VG, such as (non-exhaustively) governmental measures in the area concerning safety, quality, environment and taxation and/or marked developments in the area of labor and energy, increased costs of raw materials that had not been taken into account upon entering in this Agreement.
- 4.5 If, before starting the performance or during the performance of the Services, the Specifications provided by the Customer shall not be found accurate, Art. 5.4. below shall applies.
- 4.6 In the reasonable opinion of VG, in case of change of circumstances after the conclusion of the Agreement such that it is unfair to expect that VG shall continue to carry on the Service even against the rates that have been adjusted in accordance with article 4.4 above, VG shall have the right to dissolve the Agreement with respect to the Services not carried out, without becoming liable to pay any damage whatsoever as a result.
- 4.7 VG shall issue an invoice for the provision of the Services. The invoice shall be paid within 30 (thirty) days after receipt of the invoice unless otherwise agreed between the Parties in writing.
- 4.8 VG shall be entitled to issue an invoice until the end of the performance of the Services for the Customer, meaning that VG may decide, autonomously, to issue an invoice only after the completion of the Services rendered to the Customer.
- 4.9 Time for payment shall be of the essence.
- 4.10 If the due date for payment falls on a Saturday, Sunday or public holiday, the invoice shall be due on the last business day immediately preceding the relevant Saturday, Sunday or public holiday.
- 4.11 Payment shall not be deemed to be made until VG has received sums due in full in cleared funds.
- 4.12 Interests for late payment shall accrue in accordance with the provisions of Italian Legislative Decree of October 9, 2002, no. 231, implementing Directive no. 2000/35/CE.
- 4.13 In the event of non-payment of invoices by the Customer within the term set out in this article, and without prejudice to claim for interests, VG may consider the following actions:
  - 4.13.1 suspend performance of its obligations;



- 4.13.2 VG shall be entitled to request a cash payment in advance for each and every subsequent Ship arriving at their quay equal to the estimated billing for the port call;
- 4.14 VG shall furthermore be entitled to enforce right of retention on Containers, gears, equipment belonging to the Customer up to the outstanding amount and as long as the amount has not been paid in principal and interests.
- 4.15 Any payment has to contain a reference to invoice number.
- 4.16 If no such reference is indicated by the Customer, VG will dedicate the payment to the longest outstanding claim against the Customer.
- 4.17 Any objection with regard to the invoice issued by the Customer has to be brought to the attention of VG, latest within 30 days after the invoice date, in writing.
- 4.18 The written notice shall outline the reasons why the invoice is disputed and shall be duly documented.
- 4.19 Any invoice that is not contested in accordance with this procedure shall be deemed accepted by the Customer.
- 4.20 The Parties will use all reasonable effort to resolve the noticed disputes expeditiously.
- 4.21 In any case, after fifteen (15) days from the receipt of the written notice disputing an invoice, failing to find a solution, the Customer shall remit payment on the portions of the invoice not in dispute. Should the Parties fail to find an amicable solution on the disputed invoice within 30 days from the receipt of the written notice by the Customer, they will be free to apply to the competent Court;
- 4.22 Any payment from VG to the Customer is subject to the Customer's fulfilling its own obligations resulting from and under every agreement with VG.

## 5 CUSTOMER'S SPECIFICATIONS

- 5.1 If the Customer provides VG with technical specifications related to the Services (the "**Specification**"), VG shall render the Services also pursuant to such technical specifications (as long as the contents of such specifications comply with the applicable law and are not in contrast with these GT&C).
- 5.2 It is understood that VG shall evaluate the feasibility and the way to perform the Services based on the Specifications received by the Customer and, therefore, the Customer shall be entirely responsible for the correctness and the completeness of such specifications.
- 5.3 Should the Customer amend or substitute the Specification, the Customer shall be responsible to promptly provide to VG the last, correct, version of

the Specification. In this case, VG could evaluate to amend the Rate in accordance with the new Specifications provided.

- 5.4 If, before starting the performance or during the performance of the Services, the Specifications provided shall not be found accurate, VG shall be entitled to stop the performance of the Services and shall promptly notify the Customer in order to mutually define the correct Specifications according to which perform the Services. In this case, VG shall be entitled to modify the cost of the Service foreseen in the Contract in accordance to the new agreed changes.
- 5.5 Without prejudice to the aforementioned terms, VG shall not be liable to Customer for any additional cost arising out any incorrect and/or outdated Specification.

## 6 DELAY OF SHIP ARRIVAL

- 6.1 In case the Customer will communicate to VG that the will not arrive at the Terminal with less than 48 (forty-eight) hours advance with respect to the Estimated Time of Arrival ("**ETA**") agreed with VG, VG shall be entitled to demand a penalty, whose value will be evaluated in accordance with the public tariffs for each case, as reimbursement of the preparation activities already bore for the expected arrival of the Vessel;
- 6.2 As soon as the Customer is aware about delay/omissions/changes to the schedule of the single vessels, such changes shall be notified as soon as possible by writing to [vadogateway.planners@apmterminals.com](mailto:vadogateway.planners@apmterminals.com), reporting:
- Expected new ETA;
  - Reasons for delay;
  - Changes to the rotation of the vessel (if any);
  - Expected move count.
- 6.3 Such information will be updated and confirmed in writing:
- First ETA 48 hours before the expected arrival;
  - Second, final ETA 24 hours before the expected arrival.
- 6.4 The vessel will be considered 'out of berthing window' if ETA is later than half of the first proforma shift. In case of vessel is out of the berthing window, while VG shall do its utmost to dispatch the vessel as soon as possible to support schedule recovery pending on berth/labour availability, performance guarantees cannot be claimed by the Customer for the specific call.
- 6.5 Any vessel arriving late compared to the official 24 hrs notification will be treated as Late Arrival at



Berth, the Terminal Operator shall do its utmost to support delay recovery, feasibility will be however at its sole discretion. Idle gangs caused by late arrival at berth will be debited to the Vessel Operator.

## 7 IDLE TIME

- 7.1 VG reserves the right to ensure that the ship vacates the berth at Customer's expenses after completion of loading and discharging operations;
- 7.2 In case of commercial inactivity of the ship already berthed, for any reason not attributable to VG, the Customer is obliged to shift the ship either along the berth or at anchor, as requested by VG. All shifting costs are borne by the Customer.

## 8 LIABILITY AND INDEMNITIES

- 8.1 VG is only liable for damages caused during the performance of the Services under this Agreement for gross negligence and/or wilful intent, except in case force majeure occurs, as provided by Article 15 here below.
- 8.2 Any events or circumstances regarding the ship and its cargo before the berthing of the ship will be at Customer's responsibility only and VG's responsibility will start from the berthing of the ship;
- 8.3 All damages must be notified to VG immediately and in any case before damaged item leaves VG;
- 8.4 Except otherwise provided above, the Customer will not sue, seek indemnity or otherwise make any claim, whether in contract or tort, against VG with respect to any loss, damage, attorney's fees, expenses, causes of action or legal liability suffered or incurred by the Customer, for any reason, except to the extent such arises solely and directly from the gross negligence or willful misconduct of VG, its directors, officers, employees, agents and Suppliers.
- 8.5 VG shall make any reasonable effort to take the necessary measures needed to limit the risk of damages to the goods, stowaways or access of unwanted people to the Terminal. If nevertheless such events shall occur, VG shall not be responsible for any possible resulting damage, expenses and fines, except where VG has acted with willful misconduct or gross negligence.
- 8.6 Each Party will be liable towards the other Party for damage to or loss of property and for the injury to or death of any person caused solely and directly by the gross negligence or the wilful misconduct of their directors, officers, employees, agents or suppliers arising in connection with this Agreement.
- 8.7 It is expressly agreed that unilateral surveys allegedly proving damages shall not be accepted by VG. The Customer shall give 24 working hours prior

notice to VG in case of survey to be performed on VG's premises and VG shall have the right to participate with its own surveyor in order to perform a joint survey.

- 8.8 The Customer will indemnify and hold harmless VG from and against any and all liabilities, losses, damages, claims, costs, judgments, settlements or expenses, including attorney's fees which VG may hereafter incur, suffer or be required to pay by reason of the Customer's negligence, wilful misconduct, breach of express or implied warranty or other culpable conduct arising out of or in any way connected with this Agreement.
- 8.9 The liability and indemnification include all necessary costs, expenses and fees incident thereto.
- 8.10 **Liability cap.** However, under no circumstances, will the liability of VG or indemnification provisions under this Article:
- include any indirect, incidental or consequential damages such as, but not limited, to loss of profit or loss of revenue; and
  - exceed the cumulative amount actually paid to VG pursuant to this Agreement.
- 8.11 The Parties agree that the liability and indemnification set forth in this Article 8 is exclusive and that each Party explicitly waives any other rights to claim damages or indemnification it may have at law or otherwise.
- 8.12 VG shall not be liable towards the Customer for damages irrespective of legal basis, but not limited to damages for defects, breach of contract or in tort. This shall include but not be limited to damages for loss of income or profit, shutdown of operations or loss of production. This exclusion of liability shall not apply in case of gross negligence or wilful misconduct. This limitation of liability shall apply to VG's directors, officers, employees, agents and Subcontractors as well.
- 8.13 The Customer is liable for all claims by whatever nature concerning custom duties of whatever nature or similar duties and charges, fines, expenses and interest, and expenses for removal and destruction referring to or in connection with goods that VG owns. Upon first written request, the Customer shall fully indemnify VG against said claims and all their consequences.
- 8.14 The Customer is liable towards third parties for damage for which the Customer wishes to have recourse against VG, the Customer shall enable VG to be present or represented during the investigation into the cause and scale of such damage. The Customer must also prove that it has conducted all entitled defences in its legal relationship towards





such third party in order to turn down or limit liability, unless VG has agreed explicitly and in writing to the acceptance of liability by the Customer or has come to a settlement in this respect with such third party. If the Customer fails to fulfil said obligations, VG shall be discharged from all liability.

- 8.15 The Customer ensure VG to take out and maintain an appropriate insurance policy with a primary insurance company to cover its possible liabilities towards VG. Upon written request thereto, before berthing the Customer shall give VG access to the insurance policy documents and agreements concerned.

## 9 LIABILITY LIMITATION

9.1 Loss or damage to goods: The liability of VG for any loss or damage to goods, to the extent caused by fault or negligence on the part of VG's employees while engaged in the storing of such goods as part of Terminal Services shall be limited to the lesser of:

- the value of the goods actually lost or damaged, namely the reasonable repair cost or replacement cost (with goods of the same age and in the same condition) of the goods lost or damaged; and
- the limits of liability upon which the Customer could rely in a claim brought against it in accordance with the bill of lading or other transport document, evidencing a contract of carriage which has been issued in respect of Goods carried by the Customer.

9.2 Loss or damage to trailer or other equipment, including containers: VG shall only be liable for loss of, or damage to, any trailer or other Customer equipment whilst in the custody or control of VG to the extent the same was caused by the negligence or wilful misconduct of VG and such liability shall be limited to the lesser of:

- the reasonable repair cost of the trailer or other equipment damaged; and
- the depreciated value of the trailer or other equipment lost or damaged.

9.3 In case of damages to containers, VG liability will not exceed:

- USD 1900 for 20' dry Container;
- USD 3,600 for any regular dry container of more than 20' in length;
- USD 12,000 for 20' VG Container;
- USD 18,000 for any regular VG container of more than 20' in length;

- USD 4,000 for 20' container which is not a regular dry or reefer container;
- USD 6,000 for any container of more than 20' in length which is not a regular or reefer container.

9.4 Loss or damage to vessel: VG maximum aggregate liability occurred during the term of the contract with the Customer in respect of loss or damage to a vessel shall be limited to the lesser of:

- the reasonable repair cost of the vessel damaged;
- the replacement cost (with a vessel of the same age and in the same condition) of the Vessel lost or damaged, including Vessel or wreck removing costs; and
- 6.500.000,00Euro per vessel.

9.5 The Customer shall ensure that all Carriage Contracts incorporate an article to the effect that VG will have the benefit of the provisions, including the law and jurisdiction provisions of that Carriage Contract to the extent such provisions benefit the Customer.

9.6 VG authorizes, empowers and directs the Customer to act, and the Customer hereby agrees to act, as trustee and/or agent for VG for the limited purpose only of complying with this Article 9.

9.7 In addition to being able to rely on this GT&C, VG has the right to avail itself of and invoke any limitation or exclusion of liability, immunity, defense, right, remedy and/or law and jurisdiction article contained in the Carriage Contract as if VG were the carrier and Customer were the merchant referred to in the Carriage Contract.

## 10 LIABILITY EXCLUSIONS

10.1 In no event shall VG be liable to the Customer for any special, punitive, consequential or indirect losses or damages of any kind whatsoever, it being the express intention of each Party that recovery of any such damages is prohibited with respect to claims arising from or related to this Agreement. This includes any and all liability resulting from any delayed provision of the Terminal Services if not specifically agreed differently between the Parties.

10.2 VG shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Terminal Services provided to the Customer, or which VG has undertaken to provide, unless legal proceedings are commenced and written notice thereof served to VG within twelve (12) months from the date of the loss, damage, delay or failure to adhere to any timeframe, alleged to give rise to a claim.

10.3 The Customer shall not be entitled to bring any claim



howsoever arising (including negligence and wilful misconduct) unless and until the amount of any such claim exceeds 1,500.00 USD /USD one thousand five hundred/00), unless otherwise specified in writing between the Parties.

- 10.4 VG or any other person or party shall not be liable for loss of or damage to any goods or vessel howsoever arising (whether caused by negligence or otherwise). The defenses, exclusions and limits of liability provided for in those GT&C shall apply in any claims against VG whether the claim be founded in tort, bailment, contract, breach of express or implied warranty or otherwise and even if the loss, damage or delay arose as a result of negligence, wilful misconduct or fundamental breach of contract.
- 10.5 Nothing in those GT&C shall exclude or restrict the liability of the Parties for death or personal injury caused by its negligence or any other act or omission, for which liability may not be excluded or limited under applicable law.

## 11 INSURANCE

- 11.1 Each Party shall, at its own expenses, procure and maintain policies of insurance covering any liability assumed by it under this Agreement and any requirements by law, including public and third-party liability.
- 11.2 VG is under no obligation to maintain insurance for goods, containers or vessels.
- 11.3 Only for the Customer:
- 11.3.1 The Customer shall maintain or shall cause its vessels and their equipment, appurtenances, gear and machinery to be maintained in a thoroughly fit and seaworthy condition at all times throughout the duration of the Agreement with VG.
- 11.3.2 Vessels shall be kept continuously in class in accordance with the rules of the vessels' classification society. The Customer shall maintain the following insurances and shall furnish to VG's representative certificates or copies of policies (or in the case of P&I cover, a certificate of entry) evidencing such insurance:
- 11.3.3 Hull and Machinery insurance, in accordance with ITC hull articles 1983 or equivalent conditions, in an amount no less than the full market value of the Vessel;
- 11.3.4 P&I cover on standard terms and customary limits with a member of the International Group of P&I Clubs, in each case with 4/4th running down cover.
- 11.3.5 The Parties shall provide each other at least thirty (30) days notice prior to cancellation, non-renewal or material change in any insurance policy. Insurance must be maintained without any lapse in

coverage during the Term. Failure by either Party to demand certificates or other evidence of full compliance with these insurance requirements, or failure to identify any deficiency or noncompliance with coverage requirements, shall not be construed as a waiver of either Party's obligation to maintain the insurance required by this Agreement.

- 11.4 No insurances or the limits of such insurances shall be construed in any way as a limit of either Party's liability hereunder.

## 12 LEAKING TRAILERS/CONTAINERS AND WASTE MATERIAL

- 12.1 Irrespective of its obligations in this Article, Customer shall pay any costs and expenses which may be incurred by VG in the clean-up of any leaking trailers/containers or in complying with any regulations requiring the movement, treatment, removal or destruction of waste material of trailers/containers or infested, contaminated or condemned goods or the treatment of VG's premises as a result of any infestation or contamination arising from such waste material of trailers. In the event that VG's yard space cannot be occupied as a result of VG complying with the respective regulations the Rates as if such yard space was fully occupied by containers shall be charged to the Customer.

## 13 ABANDONED CARGO

- 13.1 If the Customer does not ship cargo within 30 days after agreed cargo pick up time, VG may without notice to the Customer, subject to applicable rules of laws, take measures and/or sell or dispose of the cargo and/or to abandon further services and/or to store them ashore or afloat, under cover or in the open, at any place, whichever VG in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute full delivery under the relevant bill of lading. The Customer indemnifies VG against any reasonable additional expense so incurred.
- 13.2 VG in exercising the liberties contained in this Article, shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this Article.

## 14 HAZARDOUS GOODS

- 14.1 All containers under Customer's control, and to be handled/discharged/stored under this Agreement, shall at all times be in conformance with the International Convention for Safe Containers, 1972 (CSC).
- 14.2 With respect to Customer's containers laden with



labelled and/or hazardous goods, which are being transported pursuant to a Customer's or vessel's bill of lading, Customer shall ensure that such shipments are documented, labelled, packed and secured in accordance with current International Maritime Organization (IMO) requirements for international freight appearing in the International Maritime Dangerous Goods Code and in accordance with current regulations promulgated under any governmental authority with jurisdiction over same. Customer shall inform VG at least 48 hours before arrival on the Terminal.

## 15 FORCE MAJEURE

- 15.1 A Party shall be relieved from any liability in connection with its obligations under this Agreement if such liability is caused by or results from an Event of Force Majeure for so long as the Event of Force Majeure continues, provided however that an Event of Force Majeure shall not release any Party from its payment obligations under this Agreement.
- 15.2 The Affected Party shall use all reasonable efforts to mitigate and overcome the effects of the occurrence of an Event of Force Majeure in order to maintain or resume performance. Provided that no Party shall be required under this provision to settle any strike, lockout, or other labour or industrial dispute under terms it considers as being unfavourable to itself.
- 15.3 If an Event of Force Majeure occurs, the Affected Party shall notify the other Party (the "Non-Affected Party"), as soon as reasonably practicable and in any event within seven (7) days after the Affected Party has reasonably determined that the occurrence of the Event of Force Majeure may materially affect the performance of part or all of its obligations under this Agreement, of:
- the occurrence and nature of the Event of Force Majeure;
  - its expected duration (to the extent this can be reasonably assessed); and
  - the obligations of the Affected Party, which cannot be fully performed as a result.
- 15.4 The Affected Party shall keep the Non-Affected Party fully informed of developments, including its performance of mitigating actions and remedies, and the results thereof.

## 16 CONFIDENTIALITY

- 16.1 The Parties agree and undertake that they and their respective directors, employees, advisers, contractors, sub-contractors or agents will treat and safeguard as strictly private and confidential the terms and conditions of this Agreement and will not

at any time, without the prior written consent of the others, disclose or reveal such terms and conditions to any other person whatsoever unless a) such matter is in the public domain (by reason other than disclosure by that Party), b) if any Party shall be compelled by any judicial authority (including, but not limited to, the Authority) to disclose any such information, c) the disclosure is a result of mandatory legal obligations or the disclosing Party, or d) the disclosure is required to fulfil any of the Party's obligation under this Agreement. If any Party is compelled by a judicial authority to disclose or reveal such terms and conditions to any other person, the disclosing Party will immediately notify the other Party of that fact so that the other Party may, if it wishes, seek to prevent or to limit that disclosure.

- 16.2 VG is an indirect subsidiary of A.P. Møller - Mærsk A/S ("APMM"), a company listed on the Nasdaq OMX Copenhagen A/S, and may be legally obliged to publish certain information relating to it that could influence the price of its shares. The Customer has been made aware that VG may be required to announce certain details regarding the Agreement, which may include confidential information as referred to in Article 16, to the Nasdaq OMX Copenhagen A/S and agree that it will abide by these provisions in respect of any announcement to the Nasdaq OMX Copenhagen A/S proposed by VG.
- 16.3 No Party shall make any announcement, statement or press release concerning the terms and conditions of this Agreement without the prior written consent of the other Party.
- 16.4 The provisions of this Article shall continue to remain in full force and effect for five years from the expiration or termination of this Agreement.

## 17 TERMINATION

- 17.1 Each party may terminate the Contract giving three (3) months' advance written notice;
- 17.2 VG is entitled to immediately terminate the Agreement by written notice, should any of the following events occur:
- a) breach by the Customer of its payment obligations provided under Article 4;
  - b) attempted assignment or delegation of the rights and the responsibilities of this Agreement, or any part hereof by the Customer without the prior written consent of VG;
  - c) insolvency of the Customer or its inability to pay debts as they become due;
  - d) failure of the Customer to secure any permit, license, certificate or authorization required for its operations, or the suspension or revocation of any



- such permit, license, certificate or authorization;
- e) change of Control of the Customer without the prior written consent of VG;
  - f) submission to VG by the Customer of false or fraudulent information concerning the Customer's operations, including but not limited to claims for warranty credit, special compensation or contest programs;
  - g) violation by the Customer's management or employees of VG's Code of Conduct;
  - h) breach of any other material undertakings and obligations of the Customer under this Agreement.
- 17.3 In case of termination of this Agreement for Customer's default, VG will be entitled to the remedies and actions provided by this Agreement and by law.
- 17.4 Without prejudice to the above, in case provided above, VG shall also have (in addition and/or as an alternative to the right to terminate this Agreement) the right to:
- immediately stop the performance of its obligations under this Agreement until all payments due have been duly remitted to VG Terminal;
  - set-off any amount due by VG to the Customer pursuant to any existing relationship between the Parties with the unpaid amounts due by the Customer to VG pursuant to this Agreement.
- 17.5 In the event the Customer intends to cancel for convenience the Contract after its acceptance, VG shall be entitled, at its sole discretion, to charge the Customer with a fixed cancellation fee equal to ten percent (10%) of the Price.
- 17.6 Without prejudice to all pre-existing rights and obligations which have accrued under this Agreement, in the event of termination or expiration of this Agreement, the following rights and obligations shall arise:
- a. VG will have the right and option to cancel all orders of the Customer for any Service;
  - b. the Customer will immediately account for and pay all sums due to VG;
  - c. except as otherwise provided in this Agreement, neither Party hereto will, by reason of any termination or expiration of this Agreement, be liable to the other for compensation, reimbursement or damages either for current or prospective profits on sales or anticipated sales, or for expenditures, investments or commitments made in connection therewith, or in connection with the establishment, development or

maintenance of the business or goodwill of VG or of the Customer, or for any other cause or reason whatsoever;

- d. no Party will be relieved of any liabilities, obligations, expenses or charges accrued up to the date of such termination and all rights accruing to either Party up to said date of termination will likewise remain in full force and effect.

## **18 TAXES, FOREIGN CURRENCY AND CONTRIBUTIONS**

- 18.1 Any irregularities by the Customer in relation to its obligations under current tax, currency and contributions laws that result in the direct and joint application of fines, penalties or other sanctions on the VG will be paid exclusively by the Customer, and VG shall have the immediate right of recourse.

## **19 VG'S RIGHT OF CANCELLATION IN THE EVENT OF A CHANGE IN CONTROL**

- 19.1 In the event of a Change in Control of the Customer, the Customer must immediately inform VG in writing (before the Change of Control is completed) of the expected change to the share capital or any other changes and must identify the potential buyer/investor and must also provide any other relevant information during the Change of Control procedure.
- 19.2 If the Change in Control is in favour of a person who is not acceptable to VG due to actual or potential conflicts of interest, or due to technical or legal issues and/or unreliability, VG may withdraw from the Specific Contracts or part of the same, within 30 days from the date on which the VG becomes aware of the Change of Control, and the Customer shall have no right to any indemnity or reimbursement or compensation in relation to the VG's exercise of such right.

## **20 ASSIGNMENT OF CONTRACT**

- 20.1 Assignment and Transfer by VG.
- 20.1.1 It is expressly agreed that VG is entitled to assign at any time the benefits, rights and remedies and/or transfer all or part of their obligations under the Agreement, to any third party, including the case of any merger, consolidation, re-organization, voluntary sale or transfer of VG or the voluntary sale or transfer of all or substantially all of an asset of VG.
  - 20.1.2 No assignment or transfer of any of VG's rights or interest in the Agreement, will affect the Customer's rights or obligations under the Agreement.
- 20.2 Assignment and Transfer by the Customer to a third





party.

- 20.2.1 The Customer may not assign any of its benefits, rights and remedies and/or transfer any of its obligations under the Contract, its Annexes and these GT&C to any other third party without the prior written consent of VG.
- 20.2.2 In the event such consent is given, the Customer shall remain wholly liable to VG and/or any assignee of VG for all obligations hereunder.

## 21 ENTIRE AGREEMENT

- 21.1 The Agreement duly signed by the Parties, contains all agreements, express or implied either verbal or in writing between the Parties, supersedes any previous contract or order, written or oral, between the Parties and shall be deemed as the entire and sole agreement between the Parties.
- 21.2 Except as otherwise explicitly contemplated herein, the Agreement can be amended only in writing by the Parties.

## 22 WAIVER

- 22.1 No failure or delay of any Party in exercising any right hereunder shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other rights.
- 22.2 No waiver of any such right shall be effective unless given in writing. No waiver of any such right shall be deemed a waiver of any other right hereunder.

## 23 BINDING EFFECT

- 23.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

## 24 AUTHORITY TO CONTRACT

- 24.1 VG and Customer hereby represent and warrant to each other that each has the power and authority to enter into the Agreement and that Agreement, upon due execution and delivery by the Parties, shall constitute a valid, binding and enforceable order of each of them.

## 25 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- 25.1 The Customer acknowledges that VG is the exclusive owner of its trademarks and trade names, including, without limitation, distinctive outlines and forms that are applied to VG's parts and equipment and that VG owns all rights, privileges and goodwill pertaining thereto.

## 26 POLICIES AND PROCEDURES

- 26.1 The Customer, its employees, representatives and agents shall comply with all of VG's rules, regulations, policies and procedures, also provided by Operations Manual;
- 26.2 The Customer, its employees, representatives and agents when accessing VG's plants and facilities, shall comply with Italian Legislative Decree N° 81/2008 and subsequent modifications.
- 26.3 For security reasons, VG shall have the right to inspect all the Customer's vehicles which were authorized for access to VG's plants and facilities.
- 26.4 If the Customer, its employees, representatives or agents violate VG's rules, regulations, policies or procedures, VG may, by written notice to Customer, terminate the Agreement, as upon a default in accordance with Article 17, "Termination" hereunder in addition to any other rights or remedies provided by law.

## 27 COMPLIANCE WITH LAWS AND REGULATIONS AND PRIVACY

- 27.1 The Customer shall ensure its compliance with all applicable regulations and laws (including those dealing with labour, health and safety and environmental matters) and with those of the relevant Authority. In the event of amendments to the applicable laws and regulations which will affect such compliance during the term of the Agreement the Customer shall promptly inform VG and will Contract to carry out any necessary action to reinstate the relevant compliance. The Customer shall be liable for all costs associated therewith.
- 27.2 The performance of any obligations under this Agreement is subject to any applicable local, United Nations (UN) or United States of America (US) or otherwise applicable national, European Union or international rules of foreign trade law or any sanctions or any embargoes existing. The Customer shall not take any action which could place VG or any other associated in jeopardy of breaching or violating any such laws, rules, regulations, sanctions or embargoes.
- 27.3 The Customer agrees to comply fully with all applicable anti-corruption intern and foreign laws and regulations, including (but not limited to) those in the jurisdiction in which the Customer is incorporated or resident.
- 27.4 The Parties agree to comply to any rules of law and to any regulations as in force in the Terminal, regarding loading/discharge/storage/ handling of dangerous and hazardous cargo.
- 27.5 The Parties agree to comply to *International Ship and Port Facility Security (ISPS) Code* on minimum security arrangements for ships, ports and



government agencies.

27.6 In accordance with article **Error! Reference source not found.**, the Customer will appraise and follow the principles set forth in APMT's Code of Conduct (to which VG refers, as clarified in article 16.2.), a copy of which VG has made available to the Customer and, in any case, is consultable on: <https://www.apmterminals.com/-/media/corporate/about/apm-terminals-code-of-conduct.pdf>.

27.7 The processing of any personal and sensitive data shall occur in compliance with the regulations in force, and in particular, with Reg. UE defined General Data Protection Regulation n. 679/2016 (GDPR), as eventually amended.

## 28 LEGISLATIVE DECREE NO. 231 OF 2001

28.1 The Customer will comply with current legislation and in particular confirms that it is familiar with the contents of legislative decree 231/2001 (Rules on the corporate liability of companies and associations including those without formal legal status, pursuant to article 11 of law no. 300 of 29 September 2000).

28.2 The referral to legal proceedings and/or any conviction of the Customer for the offences governed by legislative decree 231/01 as amended (also in the case of a judgement issued pursuant to articles 444 et seq of the Italian Code of Criminal Procedure), and in the event that the Customer is issued (even during an interim proceeding) with a ban on contracting with the public administration or from exercising a business activity, will result in a serious breach of the Customer's obligations and will entitle VG to declare the unilateral termination of the Agreement, without prejudice in any event to any other legal remedy and any other right of VG, including the right to compensation for all costs, loss or damage suffered.

28.3 In any case, when criminal proceedings are brought against the Customer for significant offences according to legislative decree 231/2001, the Customer must immediately inform VG no later than 10 days from when it became aware of the criminal proceedings against it. Violation of the obligation to report criminal proceedings will entitle VG to declare the unilateral termination of the Agreement, without prejudice in any event to all legal remedies and any other right of VG, including the compensation of all costs, loss and damage suffered.

## 29 LICENSES AND PERMITS

29.1 The Customer shall be the sole responsible for obtaining any required licenses and any documentation possibly required to perform the Services.

29.2 If the Customer is to have access to the Terminal, any kind of access permits will be at his own care and expense.

## 30 CUSTOMER'S OBLIGATIONS OF ORGANIZATION

30.1 VG agrees to perform the works entrusted to it using its own specialised personnel with proven experience and skill, chosen by itself. Staff shall be legally employed and paid.

30.2 VG warrants that it complies with all legal obligations (retribution, insurance, welfare, social security etc.) towards its personnel and releases VG from all liability, risk and burden in that regard. VG has the right to request, at any time, the delivery of all the documentation needed to prove the regularity of all the work-related aspects concerning the Customer and their employees.

30.3 Customer may not allow anyone not previously authorised by VG to enter the Terminal and may, at its sole discretion, prevent any employees deemed unsuitable from accessing its premises.

30.4 The Customer is also prohibited from starting hazardous works or from using equipment that could damage VG's estate and systems, or that could prejudice the safety of the workplace or cause an accident or injury.

30.5 All the Customer's personnel must report to work with suitable clothing for the type of work assigned and with standard work clothes and may access the Terminal only if in possession of appropriate means of identification clearly showing the firm they belong to, complete with the personal details of the worker. The Customer's personnel must be provided, at his own care and expense, with all the personal protective equipment which is necessary and/or appropriate in relation to the supplies/work to be carried out. No worker may access the Terminal without such equipment.

30.6 VG shall have the right to check all the Customer's vehicles, both incoming and outgoing, which have authorisation to access the Terminal.

## 31 GOVERNING LAW

31.1 All relations arising from this Agreement and from any non-contractual obligations arising out or in connection with them shall be governed by Italian law.

## 32 COURT OF JURISDICTION

32.1 Both Parties expressly agree that any dispute that may arise between them in relation of this Agreement and/or in relation to the interpretation, execution, validity or effect of the same, shall be



referred to the exclusive jurisdiction of the Court of Savona (Italy) and the rules and jurisdiction of any alternative or competing venue are hereby excluded.

**33 SEVERABILITY**

33.1 Should any term in this Agreement be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall remain valid and enforceable to the extent permitted by law. The Parties shall use their best endeavours to agree a valid and enforceable replacement which, as far as possible, achieves materially the same effect.

<b>name(s) and surname(s):</b>	
<b>Date of Signature(s):</b>	
<b>VG's signature(s):</b>	
<b>VG's representative(s) name(s) and surname(s):</b>	
<b>Date of Signature(s):</b>	

*Signatures of both Parties*

<b>Customer's signature(s):</b>	
<b>Customer's representative(s) name(s) and surname(s):</b>	
<b>Date of Signature(s):</b>	
<b>VG's signature(s):</b>	
<b>VG's representative(s) name(s) and surname(s):</b>	
<b>Date of Signature(s):</b>	

**In accordance with art. 1341 and art. 1342 of the Italian Civil Code, the following articles of this GT&C are expressly approved:**

4 Payment terms & invoices; 6 delay of ship arrival; 7 idle time; 8 liability and indemnities; 9 liability limitation; 10 liability exclusions; 12 leaking trailers/conatiners and waste material; 13 abandoned cargo; 14 hazardous goods; 17 termination; 26 policies and procedure; 32) court of jurisdiction.

*Signatures of both Parties*

<b>Customer's signature(s):</b>	
<b>Customer's representative(s)</b>	