

ANNEX 1 - GENERAL TERMS AND CONDITIONS

1) INTRODUCTIONS

These general terms and conditions and the disclaimer and annexes are an integral part of every single Agreement (hereinafter "the Agreement") for storage and logistics services and every Agreement for shipping services concluded with PVS Services Italia S.r.l. (hereinafter "PVS"). The assignment of the performance of services therefore implies automatic full acceptance of these general terms and conditions, which are to be regarded as the only ones acceptable to PVS. Therefore, any general terms and conditions of the Customer (hereinafter referred to as "the Customer") will for no reason apply to the relationship with PVS.

2) SUBJECT

2.1) LOGISTICS: The Customer entrusts PVS with the performance of integrated logistics services (hereinafter "the Services") as set out in detail in the Agreement, relating to the receipt, quantity control, warehousing and storage of products inherent to its business (hereinafter "the Products").

Any services requested by the Customer from PVS outside these terms will be subject to separate quotation and prior written confirmation by PVS.

The Customer therefore declares that it has the Products at its disposal and that it is from a technical, organisational, bureaucratic and regulatory point of view, the solely responsible for the management of the goods and that it can therefore carry out this activity.

In the event that the Customer is not the actual owner/proprietor of the goods covered by the Agreement, the Customer undertakes to make signed for acceptance directly by the owners of the goods these general terms and conditions and the Agreement, especially in relation to the clauses that may also affect the owner of the goods, and, in any case, guarantee the fulfilment by the owner of the goods of the obligations set forth herein. In the event of failure of signature of the owner of the goods, PVS is entitled to terminate the Agreement immediately in accordance with Art. 1456 of the Italian Civil Code.

PVS makes itself available to perform the Services also with reference to extraordinary activities linked to ad hoc promotional events, during which it is possible to agree on an extra service linked to incisive increases in the activities themselves, e.g. Black Friday, Cyber Monday, etc..

Unless otherwise agreed in writing, PVS does not carry out storage and/or logistics activities relating to dangerous products, which may cause harm to people, animals, other goods or things, or which are perishable, subject to deterioration, or without packaging or with insufficient or inadequate packaging, as well as valuables, coins, precious goods, works of art, plants or animals. By way of example, dangerous goods are goods classified as such by IATA, IMO, ICAO, or similar. If goods belonging to the aforementioned cases are delivered to PVS without its prior consent, or if the Customer instructs PVS on the basis of incorrect, incomplete or untrue information as to the nature or value of the goods, PVS will be entitled to terminate the Agreement immediately or, if the circumstances require it, to refuse or otherwise dispose of the goods, or even, in the event of danger, to dispose of them as waste without prior notice and/or authorisation. In this case, the Customer is obliged to reimburse and indemnify PVS for all costs and harmful consequences that may arise for various reasons, including any sanctions, in addition to PVS's right to claim compensation from the Customer for all direct and indirect damages incurred by him.

2. 2 TRANSPORT: The Customer mandates PVS to conclude transport contracts, on its behalf, with third parties duly registered in the national register of road hauliers ("the Register"), of goods on behalf of third parties, concerning the Products (hereinafter "the Products"), arriving from and/or departing from the Customer, as well as to perform all necessary ancillary services, as will be specified from time to time by the Customer itself to PVS in the individual Agreement to be issued and forwarded to PVS. PVS shall, at the time of conclusion of the Agreement, agree with the Customer the name of the carrier appointed for the shipment of the Products. Accordingly, the general conditions of carriage drawn up by the carrier used will apply directly to the Customer, with PVS consequently remaining entirely extraneous to the relationship between Customer and carrier, just as PVS cannot be held liable for anything after the goods have been handed over to the carrier.

PVS will be responsible for ancillary activities such as the collection of the cash-on-delivery amounts to be paid by the recipient in cash. In all cases, the amount will be collected by the carrier or other person in charge, who will transfer it to PVS. PVS will then reimburse the Customer by providing specific details of the amount reimbursed.

PVS, unless otherwise agreed in writing, as an expert in the field, will have full discretion to ship the Products using the carrier chosen by the Customer through the form of groupage, i.e. grouping them with other Customers' products. PVS may also take over the execution of the transport of the goods required by the Customer, using its own means, thus assuming the role of forwarding carrier.

PVS also makes itself available to perform the Services with reference to extraordinary activities linked to ad hoc promotional events, during which the Customer requires an extra service linked to incisive increases in the activities themselves, e.g. Black Friday, CiberMonday, etc... These activities, although subject to these General Terms and Conditions, will be regulated by a separate economic agreement.

2.3) Unless otherwise agreed in writing, PVS shall not perform the Services for products that are dangerous, that may cause harm to people, animals, other goods or things, or that are perishable, subject to deterioration, or without packaging or with insufficient or inadequate packaging, as well as for valuables, coins, precious goods, works of art, plants or animals. By way of example, dangerous goods are goods classified as such by IATA, IMO, ICAO, or similar. If goods belonging to the aforementioned cases are delivered to PVS without its prior consent, or if the Customer instructs PVS on the basis of incorrect, incomplete or untrue information as to the nature or value of the goods, PVS will be entitled to terminate the Agreement immediately or, if the circumstances require it, to refuse or otherwise dispose of the goods, or even, in the event of danger, to dispose of them as waste without prior notice and/or authorisation. In any case, the Customer is obliged to reimburse and indemnify PVS for all costs and damaging consequences that may arise for various reasons, including any sanctions, in addition to PVS's right to claim compensation from the Customer for any direct and indirect damage suffered by him.

3) CUSTOMER'S OBLIGATIONS

LOGISTICS:

3.1) The Customer undertakes to provide full and unconditional cooperation and, in general, to do everything necessary or useful to permit the correct and timely execution of the services by PVS.

3.2) Unless otherwise agreed from time to time, the Customer is the sole owner and/or subject authorised to resell the Products, responsible for the goods shipped and the one who shall be obliged to issue a regular invoice for the sale of the Products to the end customers. It is the Customer's obligation to comply with all the regulations of Italy and of the country in which the Products are sold and are to be shipped, and he undertakes to provide and give precise and punctual instructions to PVS, regarding any activities for which the latter shall be responsible, as specified in the individual service items described in the Logistics Price List, in order to proceed with the performance of the services involving the Products marketed by it both in terms of certifications and compliance with e-commerce regulations (VAT invoicing, taxes, etc.).

3.3) The Customer indemnifies PVS from any liability for incorrect compliance with the fiscal and commercial regulations for the resale of the Products in force in the Italian State and/or in the countries of destination of the Products, with particular reference to the regulations on consumer protection, product safety and/or their compliance with the respective complementary reference and applicable regulations.

TRANSPORT:

3.4) In order to allow PVS to organise the means, instruments, equipment, resources and anything else necessary for the performance of the Services entrusted to it in execution of the Agreement, the Customer undertakes to communicate to PVS (and keep updated) a precise description of the products covered by the Service entrusted to it in such a way as to enable it to manage the activity accurately, specifically indicating the commodity characteristics and quantities of the goods covered by the order, their packaging methods and any special handling during the execution of the transport.

3.5) The Customer undertakes to prepare and communicate to PVS in writing, and well in advance, the shipping documents complete with the identification details of the consignees and/or those entitled to the goods.

3.6) The Customer undertakes to inform PVS in writing of any changes to the original orders and shipping plans and to forward them to PVS as far in advance as possible of the date on which the Service is to be carried out, since the parties are in agreement that the timeliness of such communications is a prerequisite for the best possible organisation of the contractual activities, without disruption and without interference, and that without this PVS is prevented from managing the services entrusted to it accurately and punctually.

3.7) Unless otherwise agreed from time to time, the Customer is the sole owner of and responsible for the goods shipped and issues regular invoices to end customers where required. He, therefore, by signing this Agreement, releases PVS from any liability for incorrect compliance with the fiscal and/or commercial regulations (including but not limited to the terms of certifications that comply with the regulations on electronic commerce, consumer protection and/or product safety) for the resale of the Products in force in the Italian State and/or in the countries of destination of the Products, with particular reference to the regulations on consumer protection, product safety and/or their compliance with the respective complementary reference and applicable regulations.

4) PRODUCT MANAGEMENT - LOGISTICS

4.1) PVS, at the time of taking delivery, will check the Products and quantities, as well as checking their conformity with the declarations made by the Customer at the time of their allocation. In the event of any discrepancy between the quantities declared and taken over, PVS will promptly notify the Customer. Consequently, PVS cannot be held liable, for any reason whatsoever, for any non-conformity and/or discrepancies in quantity between what it receives and what it declares when taking delivery at its warehouses.

4.2) PVS does not provide any disposal services for the Products. Such activities may be carried out by separate agreement between the Parties.

4.3) PVS reserves the right to store the Products, at its own discretion and according to its own logical organisation, at its own warehouses that are more suitable for the type, characteristics, quantity and size of the goods to be stored.

4.4) Any variation in the activity and/or type of Product and/or its quantities must be agreed in advance by mutual agreement between the Parties. In the event of a variation, PVS reserves the right to provide for changes in the way the goods subject to its custody are managed and located. It also envisages, if necessary, a movement of the same goods from one place to another more suitable place.

5) SUBCONTRACTING

In the execution of any services or part of them, PVS has the right to make use of the work of third parties with an adequate organisational structure, making sure that they are properly trained (if necessary PVS will train them according to its own standards) and informed about the risks connected with the services entrusted to them, and therefore scrupulously observing all the rules of conduct established by PVS's company policies and, in general, provided for by the regulations in force. The same right is not granted to the Customer who, therefore, may not subcontract or assign this Agreement and any rights arising from it, except with the express written consent of PVS.

6. INSURANCE

6.1) In addition to the compulsory insurance required by law and the accident insurance of its own employees and any non-employee collaborators, PVS undertakes to take out a third-party liability insurance policy with a leading insurance company and to keep this policy in force for the entire duration of this Agreement against damage to persons, property and buildings that may be caused by PVS staff. For the risks connected with the activities of custody, good conservation and correct handling of the Products in storage, including cases of fire, reference is made to the application of the clauses and limits of the insurance policies taken out by PVS

6.2) In this case, the customer declares, also in the name and on behalf of all his assignees, that he waives and will waive his right of recourse for damages suffered against PVS.

7. DECLARATIONS AND WARRANTIES OF THE CUSTOMER

7.1) The Customer warrants and represents that the nature of the goods, the number, quantity, quality, content of the packages, gross weight (including the weight of packaging and pallets and the overall dimensions of the same), dimensions and other information provided are true and correct, including information and printing of barcodes;

7.2) In the light of the aforementioned warranties given by the Customer, PVS may not in any way be held liable for the Customer's breach of such warranties, and the Customer shall indemnify PVS for any damages, both direct and indirect, that it may suffer as a result of the Customer's breach of warranties, and in any case the Customer shall indemnify and hold PVS harmless against any and all claims by third parties against PVS arising from the Customer's aforementioned breaches.

8) PRICES

8.1) The prices of the Services are those indicated in the Logistics Price List, Packaging Price List and/or Shipping Price List, in force during the contractual period, between PVS and the Customer. Prices are exclusive of VAT. Prices may be subject to change in connection with possible changes in the price of premises management, materials, or other organisational circumstances related to the company. Should such a change occur, PVS will promptly notify the Customer in writing. If the Service is not included in the price list or the price list is not available, the price indicated on the Agreement confirmation and/or invoice sent by PVS to the Customer will be decisive. PVS Services Italia S.r.l. reserves the right to change the tariffs where necessary with 30 days' written notice.

8.2) PVS reserves the right to vary the Prices upwards and/or downwards in the event of a change in the type of activity requested in relation to the agreements initially agreed when the Agreement was signed, whether directly and/or indirectly proposed by the Customer during the performance of the Agreement itself.

8.3) If the Client requests any changes to the Agreement during its performance, such changes shall be subject to separate quotation.

9) TERMS OF PAYMENT

9.1) Payment shall be made according to the terms agreed between the parties and set out in the Agreement. The terms of payment are essential and any breach of payment or any unilateral change constitutes the right of immediate termination by PVS, with contextual right of immediate suspension of the services rendered without any obligation to give notice, in addition to any right to compensation for direct and indirect damages suffered due to non-payment of the Services, PVS reserves the right to pass the debts on to third parties for collection.

9.2) In the event of any delay in payment, the Customer shall also be obliged to pay PVS default interest as governed by Legislative Decree 231/02. The Parties expressly agree, by way of derogation from the provisions of Legislative Decree 231/02 on late payment, that in the event of late payment of charges, PVS may charge the customer default interest in the amount of the official discount rate increased by 3 (three) percentage points. The interest shall therefore run from the day following the date of expiry of the payment deadline agreed between the parties without the need for a letter to be sent by registered letter with return receipt or by e-mail.

9.3) Any objections regarding the invoices received shall be punctual, detailed and made, under penalty of forfeiture, no later than 7 days from receipt of the invoice. In any case such objections may not block or delay payment of the invoice by PVS, which must therefore be paid on the agreed due date.

9.4) It shall be the Customer's obligation, at the end of the collaboration, to provide payment of any invoices issued that are not yet due or due, before proceeding to collect the goods, it being understood that even in this case no objection may suspend or delay payment of the invoices, even if they are not due.

10) SET-OFF OF CLAIMS AND RIGHT OF RETENTION

10.1) PVS has the right to offset the Customer's accrued claims against it in respect of the amounts of the markings collected on their behalf, the credit notes issued in their favour, against the sums owed by the Customer as remuneration for the Services performed or related reimbursement of expenses or sums owed to it for any reason whatsoever. The Customer therefore authorises PVS, also on behalf of its assignees, to operate such set-off.

10.2) With regard to the Customer and any other contracting party, PVS has a lien and right of retention on the products and other goods in its possession in connection with claims that are past due or due and may also claim this right with regard to any other owner of the products pursuant to Art. 2756 of the Italian Civil Code.

10.3) Unless otherwise expressly agreed in writing, no sum due to PVS may be offset against other sums claimed by the Customer, or their assignees, for any reason whatsoever.

11) COMPLAINTS

11.1) Without prejudice to the provisions of the Agreement with regard to the so-called "virtual inventory", any claims relating to storage management, packaging, quantity must be notified to PVS by registered letter with acknowledgement of receipt within 7 days of the date on which the damage is ascertained; in the absence of such notification, the Customer will lose the right to make the above claim.

11.2) It is understood that any claims or objections do not entitle the Customer to suspend or delay the payment of the Products or the payment of all other Services not subject to dispute.

12) CONFIDENTIALITY

Each Party acknowledges the confidential nature of any Confidential Information communicated to it by the other Party in execution of this Agreement. The Parties undertake not to disclose, use and/or communicate to third parties, either in whole or in part, either in written or oral form or graphically or on magnetic media or in any other form, any Confidential Information communicated to them by the other Party without the prior express written consent of the other Party.

13) TREATMENT OF PERSONAL DATA

13.1) For the purposes of the provisions of EU Regulation 2016/679 as amended and supplemented, the Parties declare that they have been informed of the use of personal data that will be used in the context of automated and/or paper-based data processing for the purposes of the performance of this Agreement. The Parties hereby declare that the personal data provided with this deed are accurate and correspond to the truth, exonerating each other from any liability whatsoever for material errors in compilation or errors resulting from an inaccurate entry in the electronic or paper files of said data. Pursuant to the aforementioned law, processing will be based on the principle of correctness, lawfulness and transparency and in compliance with security measures.

By signing this document, the Parties declare that they have mutually communicated orally all the information provided for by Article 13 of the aforesaid law, including the names of the data controller and data processor and the procedures for exercising the rights of the data subject, provided for by Articles 17 and 18 of the aforesaid law. In the event of a dispute, a complaint may be lodged with the supervisory authority of the country of reference (Italian Data Protection Authority - www.garanteprivacy.it).

14) EXPRESS TERMINATION CLAUSE

PVS may terminate this Agreement pursuant to Article 1456 of the Italian Civil Code, by sending a registered letter with return receipt or by pec communication, a) in the event of breaches by the Customer referred to in Articles 2.1 and 2.3, b) in the event that the Customer delays payment of overdue invoices referred to in Article 9, c) in the event of breach of the Customer's obligations under Art. 3 of this General Conditions, d) in the event of erroneous or false statements by the Customer, e) in the event of breach by the Customer of the confidentiality obligation under Art. 12 of this General Conditions, f) in the event that the Customer is subject to insolvency proceedings or in the event of the transfer to a third party of the business under the Contract, g) in the event that the Customer is not the actual owner of the goods covered by the Contract and the actual owner does not agree to sign these general conditions and the Contract, for acceptance, pursuant to Art. 2.1; h) if the Customer violates the provisions of Article 5 and subcontracts or assigns the Contract without the express written consent of PVS.

The right of PVS to claim compensation for damages suffered remains unaffected.

15. FURTHER CONDITIONS

15.1) This agreement cancels and replaces any previous covenant or agreement between the Parties with regard to what is provided for herein.

Any amendments and additions shall be made by mutual agreement between the Parties and in writing.

15.2) The customer, for the duration of the period of cooperation, authorises PVS to use the customer's logo/branding for purely commercial purposes, such as, for example, the drafting of explanatory brochures in which PVS partners are indicated, it being understood that the authorisation is granted free of charge for both parties and that nothing will be owed to the customer by PVS.

15.3) In addition, if the Customer is not the actual owner of the goods covered by the Contract, the permission for PVS to use the logo/brand, again for purely commercial purposes and without prejudice to the granting thereof free of charge, shall also be deemed to be granted by the actual owner of the goods in relation to his own logo/brand, who, pursuant to Art. 2.1, signs the Contract and these General Terms and Conditions for acceptance, in relation to the clauses that may also affect the owner of the goods