

To:

To the Attn. of:

**Scope:** Proposal of an agreement for wheelsets light maintenance services for the years 2024-2025

Dear Recipients,

Following the competitive selection process referred to below, we are hereby submitting our agreement proposal detailing as follows:

## SERVICE AGREEMENT

### BETWEEN

**Mercitalia Intermodal S.p.A.**, with registered and administrative offices in Milano (MI), via Valtellina no. 5/7, Tax Code and VAT Number IT 00857491005, share capital Euro 7.000.000,00 fully paid-up, Milano Business Register enrolment no. 00823190152, R.E.A.[Economic and Administrative Index] under no. 0758334, represented herein by Maria Antonietta Zocco, duly empowered by means of power of attorney dated 08/07/2019 - No. 29.291/8.485 by Notary Public Paola Casali (hereafter also “Mercitalia” or the “Customer”)

### AND

\_\_\_\_\_, with registered office in \_\_\_\_\_, \_\_\_\_\_, registered in the \_\_\_\_\_, Business Register enrolment no. and VAT no. \_\_\_\_\_, represented herein by \_\_\_\_\_, in quality of \_\_\_\_\_, endowed with the necessary power of corporate representation and for signing purposes (hereinafter, the “Contractor”)

The Customer and the Contractor, also jointly the “Parties” and, each individually, the “Part”

## WHEREAS

- a) The Customer is in need of wheelsets light maintenance services for 2024-2025;
- b) A competitive selection process was called for on     /    /     in order to award a service agreement;
- c) A Contractor was selected and awarded at the end of the selection process;
- d) The award was notified to the Contractor by email;
- e) The Customer performed due diligence to determine the Contractor's possession of the reliability, technical suitability and financial capability requirements, as required during the competitive selection process;
- f) On     /    /     the Contractor submitted its final deposit;
- g) Therefore, the Parties intend to enter into this service agreement.

## Now, therefore

The Parties, represented as indicated above, agree as follows:

## ARTICLE 1

### Recitals

The Recitals, the instruments referred to therein – although not appended thereto – and the attachment constitute an integral and substantial part of this agreement. In the event of a discrepancy between the provisions of the agreement and those laid down in the attachments, the former will prevail.

## ARTICLE 2

### Definitions

The following definitions are applicable to the agreement:

- a) IL: axle box maintenance, in accordance with the VPI guidelines and the Customer Operating Instructions;
- b) IS1: wheels profile machining, in accordance with the VPI guidelines and the Customer Operating Instructions;

- c) IS2: wheelsets revision, in accordance with the VPI guidelines and the Customer Operating Instructions;
- d) Wheelsets light maintenance: IL, IS1 or IS2 activities on the wheelsets.

The Customer is not required to assign the Contractor minimum quantities of maintenance services, nor is it required in any way to entrust the Contractor with services to such an extent as to guarantee the latter the achievement of a minimum turnover.

## ARTICLE 3

### Scope

The Customer entrusts to the Contractor, who accepts – under the conditions and in the manner provided for in this agreement and in the instruments referred to therein – the services as follows:

1. Wheelsets light maintenance;
2. Storage of wheelsets object of the service agreement and their spare parts;
3. Shipment of the maintained wheelsets.

(hereafter referred to herein, referred to as “Services” or “Service”)

## ARTICLE 4

### Implementation procedures and deadlines

#### 4.1 Implementation procedures

The Service referred to herein, as described in Annex 1 “Organizational and Technical Specifications” (hereafter the “OTS”), will be provided by the Contractor with its own organization of personnel and means, and full assumption of business risk, under the conditions, rules, provisions, requirements and anything else provided for in this agreement and in the documents that, attached thereto or otherwise referred to therein, form an integral and substantial part thereof.

The Services covered hereunder will be carried out in full compliance with the requirements laid down in the Operational procedure (Annex 2).

For the performance of the Service, the Contractor is required to provide, assuming any and all risks related thereto – a suitable business organization that is effectively sized to withstand the scope of the

services entrusted, in compliance with the results and requirements, also in terms of quality, set forth in this agreement and its attachments.

The Contractor must maintain and adapt at any time its production organization to the actual needs and characteristics of the Service entrusted to it, availing itself of all the means necessary to meet the obligations referred to in this agreement, without any increase in the use of productive means in relation to the estimates, forecasts or declarations made in the winning bid to constitute grounds for exemption from the contractual obligations, i.e. becoming the basis for claims for higher compensation, indemnification or remuneration.

The Contractor acknowledges that the Service is an essential element for the Customer image, and undertakes to provide it with organizational, technical and control methods deemed the most suitable for achieving the expected results, intending to implement all those interventions, procedures and activities that, even if not specified in this agreement and its attachments, are nevertheless necessary to ensure the quantitative and qualitative level of the Services.

The Contractor retains exclusive responsibility for the organization and management of manpower deployed in the Service. The Contractor shall be the guarantor, in particular, of the conduct of its own personnel and any subcontractors, ensuring – also through appropriate training – that, in no case, shall staff perform work services on the instructions of or direct request by the Customer personnel. Before the start of agreement work, the Contractor will identify its own agreement Manager, pursuant to the instructions provided in Art. 20 below: the Contractor's staff, as well as any subcontractors will only execute the orders and provisions provided to them by the Manager, and/or other subjects delegated by him/her, and, in any case, identified by the Contractor.

Subject to the foregoing, in the event of disputes brought by workers who are assigned any work hereunder, even after agreement expiration, the Contractor undertakes:

1. to willfully take part in court proceedings, to the extent that was not already formally agreed, in order to support the Customer and to promote the favorable resolution of the dispute, including by means of a settlement, and assuming the related economic burdens and waiving any right to seek compensation thereof from the Customer. This requirement is applicable to cases where a worker's claim proves to be manifestly unfounded and/or the Contractor fails to demonstrate that he has diligently managed his staff so as to avoid the occurrence of the dispute, in accordance with the relevant work standards and the contractual framework;
2. in the event of the amicable and/or otherwise settlement of a dispute – and without prejudice to any case in which the Contractor can demonstrate that he has diligently managed his personnel, so as to avoid the dispute – the Contractor undertakes to pay the Customer, as partial compensation for any damage suffered, in reference to each employee involved in the

dispute, with effect from the date included in the scope of this agreement – the amount of € 20.000,00 (twenty thousand Euro), which will be retained as compensation on the claims due by the Contractor, or by forfeiting the security deposit, or settled by bank transfer within 30 (thirty days) of the date of the ruling on the matter.

The Customer reserves the right to request the removal from its facilities, upon request of one or more employees of the Contractor: in this case, the Customer will have the right to prevent the entry into its facilities of such employee(s), without the Contractor being able to object and/or justify any of its own defaults.

Before the start of the Service and as necessary during the period of agreement performance, the Customer and the Contractor defined – on the basis of the OTS (Annex 1) and the contractual documentation – the Operational procedure (Annex 2) in order to regulate the operating methods related to interactions regarding operational safety.

The Contractor - also in compliance with the provisions of the Operational procedure (Annex 2) - undertakes to ensure:

- a) compliance with the Plans and Provisions for maintenance/repair/servicing provided by the Customer, and to ensure the traceability of maintenance operations implemented;
- b) verification of compliance of spare parts used for the maintenance operations (either recently purchased or repaired);
- c) management of technical documentation (e.g., transposition of the technical documentation received, updates, distribution to its staff, etc.);
- d) employment of personnel with the necessary skills to carry out the activities envisaged;
- e) possession of a Competency Management System (CMS) to ensure that qualifications maintain their validity over time.

In addition, the Contractor must provide the Customer with the following documentation:

- a) A list of Maintenance Personnel who are authorized to carry out maintenance operations on the safety devices of Wagons covered by the service agreement, to be produced prior to the commencement of Service and every six months thereafter, or whenever there are changes or updates;
- b) A certificate stating that the qualification conforms to the operations envisaged by the operating context of the service agreement, issued by an Accredited Certification Body, to be produced in the event that the Qualification type is modified.

## 4.2 Implementation Timetable

The Contractor undertakes to perform the Service within the terms expressly indicated in the OTS (Annex 1).

For the sole purposes of the provisions of Art. 44.1 letter a) of the “*Condizioni Generali di Contratto per gli appalti di forniture delle Società del Gruppo Ferrovie dello Stato Italiane*” referred to in Art. 26 (the “C.G.C.”),

overheads are quantified in a measure of 3 % (three percent) of the amount of this Contract, pursuant to Art. 8 below.

## ARTICLE 4-*bis*

### Authorisations

The Contractor declares, under its sole responsibility, that it has all of the requisite authorizations, permits, clearances, etc., as well as registrations with the relevant Registers/Rolls, and that it has satisfied the formalities required in order to implement all of the agreement performances for the Service, in accordance with applicable legislative and regulatory provisions and standards.

The Contractor will immediately notify the Customer if it happens to be materially affected or impacted by the Public Administration or the relevant Body, also for reasons not attributable to the Contractor, by the revocation, termination or suspension of the Service or by actions that may prevent the implementation of the Service, in whole or in part. In this case, the Customer will be entitled to terminate this agreement in whole or in part, depending on the nature of the event in question, without prejudice to its entitlement to seek compensation for loss.

## ARTICLE 5

### Evaluation of the service and the service quality - Disputes

#### 5.1

All services, activities and operations inherent in the agreement, must be performed by the Contractor in accordance with the requirements and obligations provided for in this agreement and in all instruments attached thereto or otherwise referred to herein.

The Customer expressly reserves the right, to which the Contractor gives its unconditional consent, to carry out or have carried out, during agreement performance, periodic inspections to evaluate the correct application of the processes by the Contractor, in accordance with the maintenance provisions.

The agreement Manager appointed by the Contractor will be informed of the inspections in accordance with the procedures referred to in Art. 20 below, and be able to participate in them either in person or through his/her own representatives.

The Service will be assessed by filling out the forms attached to the OTS (Annex 1) and in accordance with the requirements set out therein.

The inspection staff will also be able to use tools such as cameras, videocameras, etc.

## 5.2

If, following inspection, the Customer finds that the organization is inadequate for the purposes of the timely execution of this agreement, or failure to comply with the requirements of the OTS (Annex 1), or that the service quality is poor, it may request structural changes or corrective actions from the Contractor in order to remedy any shortcomings found.

In addition, if, depending on any inspection, verification and control – the effects of which are not already governed in the OTS (Annex 1) – the Customer finds any deficiency, non-compliance or violation of the contractual obligations assumed by the Contractor hereunder and in the annexes thereto, the Customer may report them to the Contractor in writing, promptly and, in any case, within the next 48 hours, also communicating any requirements with which the latter must comply within the deadline provided to such end.

In case of failure or inadequate coordination of the activity of the Contractor's staff and/or any subcontractors by the agreement Manager, as referred to in Art. 20 below, by its deputies or other subjects identified by the Contractor, the Customer will notify in writing - in case of severe and/or recurring violations, pursuant to Art. 1454 of the Italian Civil Code - any failure to comply with the requirements of Art. 4, paragraph 5.

The Contractor undertakes to immediately cure, and, in any case, cure within the deadline provided by the Customer, any deficiencies, non-compliances and improper work, as reported.

However, even if the conditions are met, any regulations governing penalties, deductions and the termination of the agreement for non-compliance remain applicable.

## ARTICLE 5-bis

### Minimum cybersecurity measures

The Contractor shall ensure the security of the computer system used to perform the services covered hereunder, including the related activities of transmission, reception, storage and electronic sharing of all documentation relating to the subject matter of this Contract.

To this end, the Contractor must:

- a) comply with the following essential cybersecurity measures:
  1. appoint a contact person who is responsible for coordinating the management and protection of information and IT systems;

2. identify and comply with laws and/or regulations in the field of cybersecurity;
  3. ensure that all relevant devices are equipped with regularly updated protection software (antivirus, antimalware, etc.);
  4. ensure that passwords are different for each account, of the appropriate complexity and with automatic lockout procedures following repeated attempts. It is also necessary to evaluate the use of the most secure authentication systems offered by the service provider (e.g. two-factor authentication);
  5. ensure that personnel authorised to access IT services, whether remote or local, have personal users not shared with others; that access is properly protected and that old accounts that are no longer used are deactivated;
  6. ensure that staff are adequately sensitized and trained about cybersecurity risks and practices to be adopted for the safe use of business tools (e.g., recognizing email attachments, use of authorized software only, locking a device in case of non-use, etc.);
  7. ensure that the initial configuration of all systems and devices is carried out by experienced personnel, responsible for safe configuration;
  8. ensure that encrypted network protocols (e.g., SSH, SSL) are used when using web applications with public network access, or remote management of servers and network devices;
  9. ensure that information and data are periodically backed up and that such backups are kept securely and verified periodically, with the understanding that, where required, the data will be made available in a timely manner;
  10. ensure that networks and systems are protected from unauthorized access through specific tools (e.g., Firewalls and other anti-intrusion devices/software);
  11. ensure that all software in use (including firmware) is upgraded to the latest version recommended by the manufacturer;
- b)** report a possible cyberattack as soon as possible by contacting 0039 331 6360190, or by writing to the email [address\\_securityincident@fsitaliane.it](mailto:address_securityincident@fsitaliane.it);
- c)** perform a back-up of the above computer documentation on an off-line system in order to avoid, at minimum, the loss of documents and, in case of requirements with a deadline imposed by agreement or law, to produce the documentation according to a timeline that allows compliance with the terms of law or agreement, even in the event of a cyberattack;
- d)** allow access by personnel appointed by the Customer for the verification of the minimum measures adopted pursuant to letter a) above, in compliance with the legislation on the processing of personal data.



In the event of a partial or complete failure of even one of the obligations listed above, the Customer will have the right to terminate this agreement pursuant to Art. 1456 of the Italian Civil Code, and, regardless of the exercise of that option, the right to full compensation for damage suffered as a result of non-compliance.

## ARTICLE 6

### Duration of agreement

This agreement shall be valid for 2 (two) years, from 01/01/2024 until 31/12/2025.

The Customer reserves the right – to which the Contractor already gives its unconditional consent – to order the extension of this agreement under the same terms and conditions, up to a maximum of 3 (three) months.

This right may be exercised, with notice of at least 30 (thirty) days, by e-mail or registered letter with return receipt.

It is understood that the agreement is not subject to tacit extensions and that, even after the aforementioned term, at the request of the Customer, the Contractor must provide information and/or clarification on the documentation produced during the agreement performance.

## ARTICLE 7

### Increase/decrease of services awarded

The Customer reserves the right – to which the Contractor gives its consent – to make, at any time during the validity of this agreement, to increase or decrease (temporarily or permanently) the Service without the Contractor being able to avoid performing the required changes, or making exceptions, rights or claims of any kind.

The foregoing shall not result in any case to an increase of up to 20% (twenty percent) more than the estimated amount referred to Art. 8 below.

In the event of an increase in contractual services up to the maximum of one fifth of the amount of the Contract, the written order shall also contain any time extension of the expiry period of the agreement to the extent strictly necessary to enable the performance of the additional services, equal to a maximum of 3 months.

## ARTICLE 7-bis

### Qualitative changes

No change in the services due may be made on the initiative of the Contractor.

The Customer has the right to introduce, during the execution of the agreement, by means of a special written order, including by fax or e-mail, the changes deemed necessary and concerning the conditions of execution and the technical specifications of the services due, provided that such changes do not entail substantial changes to the subject matter of the agreement and do not result in an increase in the contractual amount higher than provided for in Article 7 above.

The Contractor undertakes to perform the changes as ordered above and to apply the same agreements, prices and conditions as the agreement, without the right to any compensation or additional compensation compared to the consideration for the services actually rendered.

Where it is necessary to contract new prices to compensate for the activities subject to the change order, an additional act will be appended to the agreement. In case of dispute concerning the new prices, the Contractor may not, under any circumstances, refuse to implement the changes ordered by the Customer.

## ARTICLE 8

### Consideration

The Service will be compensated by means of the fees listed in the Price list (Annex 4) appended to the agreement.

The fees compensate the Contractor for any charge, performance and activities provided for in this agreement, as well as from acts referred therein, or that – although not expressly indicated – are necessary for the achievement of the quality/quantity levels of the Service and, therefore, under no circumstances may the Contractor request or claim further compensation or compensation of any kind.

The estimated amount of this agreement is € [REDACTED], [REDACTED] (Euro [REDACTED]/[REDACTED]) excluding VAT, it being understood that this amount is merely indicative, without prejudice to the provisions of Art. 2 above, concerning the fact that the Customer has no obligation to assign the Contractor minimum quantities of maintenance services, nor is it obliged in any way to entrust the Contractor with services to such an extent as to ensure that the Contractor achieves a minimum turnover.

## ARTICLE 9

### Invariable prices

The fees referred to in the article above are understood to be offered by the Contractor on the basis of his own calculations, evaluations and estimates and, by way of derogation from Art. 1664 of the Italian Civil Code, it remains established that they will be invariable and not subject to modifications of any kind, whatever eventuality may occur at any time, for the duration of the agreement.

## ARTICLE 10

### Payment Methods

Compensation for the services rendered by the Contractor in execution of this agreement shall be settled as follows.

On a monthly basis, within 3 (three) days following the reference month, the Contractor will account for the services rendered in the manner set out in Annex 2 (Interface Procedure), calculating deductions for any penalties applied to the Contractor.

Within the next 3 (three) days from the expiry of the aforementioned deadline, the Customer will provide feedback to the Contractor regarding any statement submitted by it.

Once this time has elapsed, and in the absence of feedback from the Customer, or following its positive feedback, the Contractor will issue an invoice in the amount detailed in the document. Invoices must be issued in compliance with current legislation.

Invoices must contain the following information:

- name, tax code or VAT number;
- invoice issue date;
- agreement number and date;
- exact compensation amount;
- details of the services provided (reference of the maintained wheelset, work order, maintenance activities, maintenance amount, etc., or reference of the wheelset shipped, destination, shipping price, etc.).

By applying the combined provisions of paragraphs 2, letter a) and 5, letter a) of Art. 4 of Italian Legislative Decree No. 231/2002, as amended by Legislative Decree 192/2012, the fees payment terms are set at 60 (sixty) days end of month from the invoice receipt date.

Any delay due to non-compliance with the procedure established above cannot be chargeable in any way to the Customer.

Each payment will be made provided that the Contractor regularly pays any social security and other statutory amount, as certified by a valid DURC (Contribution Certification Document), or an equivalent document in the case of a Contractor established in a foreign country. In the case of non-compliance with contributions relating to one or more persons employed in the execution of this agreement, the Customer will proceed in accordance with the provisions of Art. 56.3 of the C.G.C.; in addition, to ensure the correct fulfilment of the contribution obligations, a withholding tax of 0.50% of the amount of the payment will be made on each payment. These withholdings will be released during final settlement, after acquiring the valid DURC certifying contribution payment compliance.

In the event of non-compliance by the Contractor, the Customer reserves the right to proceed in accordance with the provisions of Art. 56 paragraph 3 of the C.G.C. without prejudice, in any case, to the provisions of Article 17.

Invoices, issued in compliance with current legislation, must be in the name of:

*Mercitalia Intermodal SpA*

*via Anton Cechov 50/2, 20151 – Milano (MI)*

*VAT number 00857491005*

*On behalf of the Technical Department*

and sent:

a) If the Contractor has a tax office in Italy - in the manner of electronic invoicing in XML electronic format through the Exchange System (SdI), reporting the recipient code RYRNP0U (where the penultimate digit is a “zero”).

b) If the Contractor has its tax office in a country other than Italy - in Pdf format, a document by email and in a format other than the compressed format, to the email address: [fatture.gruppofs@ferservizi.it](mailto:fatture.gruppofs@ferservizi.it).

A courtesy copy of the invoice must also be sent to: [amministrazione-dtc@mercitaliaintermodal.it](mailto:amministrazione-dtc@mercitaliaintermodal.it).

To this end, the Contractor has provided his current bank account details to the Customer.

Payments pursuant to the above will be made by bank transfer to the aforementioned current account.

Failure to comply with the requirements provided for in this Article may cause delays in the payment of payments not attributable to the Customer.

The invoice must be issued with compliance with the provisions in force at the time of issue. Any consequences relating to non-compliance with these provisions shall be borne solely by the

Contractor. In addition, any clause unilaterally added by the latter in the invoice shall be considered null and void.

## ARTICLE 11

### Assignment of receivables

Any receivables and debts arising from this agreement may be the subject of assignment or delegation or mandate to collect or any act of disposition (“Assignment”) in favor of Fercredit - Servizi Finanziari S.p.A. – companies of the Gruppo FS Italiane S.p.A. or of banking and financial intermediaries authorized and supervised by the Bank of Italy.

Within 20 days of receipt of the Assignment notification, the Customer may provide its reasoned refusal.

In any case, the Customer may object to the transfer on the basis of the relevant terms and conditions accepted hereunder.

## ARTICLE 12

### Security deposit

To ensure the accurate fulfilment of the contractual obligations, the Contractor has paid the security deposit of € [REDACTED], [REDACTED] (Euro [REDACTED]/[REDACTED]), equal to 10% (ten percent) of the estimated total value of this agreement, pursuant to Art. 8 above, by means of a guarantee on demand - drawn up in accordance with the text accepted by the Customer - no. [REDACTED] issued on [REDACTED]/[REDACTED]/[REDACTED] by [REDACTED] - and filed in the records of the Customer at the time of stipulation of this agreement.

The Customer has the right to avail itself – without the need for a notice or judicial order and without the Contractor, nor the Banking Institution, being able to object – in whole or in part of the aforementioned security, in order to indemnify any damages that it claims to have suffered – on the basis of its own investigations – by reason of the performance of the services covered hereunder, without prejudice to any greater damage exceeding the sum paid.

The Customer may also use the security deposit to collect any credit due to it – on the basis of its own investigations – by the Contractor, including the collection of penalties.

The Contractor is required to replenish the aforementioned security if the Customer has used it – in whole or in part – during the execution of this agreement.

The Contractor must also replace the original guarantor within 60 days of the Customer request, in the event that adverse changes to the economic and financial conditions emerge against it, with another institution meeting the requirements set forth when the security deposit was first paid.

The security deposit will be released – after deduction of any credits claimed by the Customer, on the basis of its findings, against the Contractor – 6 months after the date of validity of the agreement, or by 30/06/2024, pursuant to the provisions of Art. 10.3 of the C.G.C., provided that, at the time of release, there are no disputes or pending disputes.

## ARTICLE 13

### Liability for loss - Insurance policy

The Customer assumes no responsibility for damages that may result to the Contractor and his employees, as well as any independent support personnel, or to their property, or to third parties, in the performance of the services covered by the agreement, or for any other cause that is not attributable to the Customer.

The Contractor assumes all liability for injury/loss to personnel and to property of the Customer and of the Gruppo F.S.I. companies, or to third parties (persons or property), due to its own acts and/or omissions, or those of its employees and independent support personnel associated with the services performed by the Contractor, and no clauses or agreements contained in insurance contracts shall limit its liability in any way, and it undertakes to indemnify the Customer against any third-party claim brought against it in this context.

In this regard, the Contractor guarantees the complete and timely implementation of all the commitments and obligations assumed pursuant to the agreement, and undertakes to hold the Customer harmless from any liability, damage and expense in relation to any actions, claims and complaints, including those of third parties, connected or otherwise deriving from the execution of the agreement, due to actions of the Contractor or his employees and/or business partners, or directly or indirectly attributable to them, without prejudice to the case in which an injury is attributable to the malicious misconduct or gross negligence of the Customer.

Where, in connection with the performance of the Service, any damage results from, is dependent upon or connected to railway operation or traffic, the Contractor assumes all responsibility if it appears that he has not taken any measures prescribed by this agreement, its annexes and operating regulations, or required by standard diligence in relation to the circumstances, and whose purpose was to prevent the event or to avoid harm, and does not prove that the damage could not have been avoided under any circumstance.

Before the start of the Service, the Contractor will provide – or provide a copy of – appropriate insurance coverage purchased from a prime Company, and must hold the Insured Party harmless against any amount he may be required to pay, as civilly liable, as compensation (capital, interest and expenses) for damage unintentionally caused to third parties for death, personal injury and material damage to tangible goods, resulting from an accidental event in connection with the performance of this agreement.

Upon receiving the Customer approval, the Contractor must deliver a copy of the policy at the time of the start of the Service.

The policy shall be valid for the duration of this agreement and have a maximum ceiling of € 20.000.000,00 (twenty million/00 Euro) per claim and per year.

In addition, the Insurance Company must undertake, with specific reference to this agreement, to comply with the following conditions:

- waive the right of redress against companies of the Gruppo FSI and their employees;
- consider Gruppo FSI companies and their employees, as well as other Gruppo Contractors and their employees as third parties performing services in the same agreement location;
- do not decrease the sums insured, reverse or cancel the insurance agreement without the consent of the Customer;
- provide the Customer, by certified email (PEC) or registered letter with return receipt, with notification of any failure to pay premium instalments, without prejudice to the coverage validity for 90 days from the notification date. In this regard, the Customer will have the right to pay the premium directly, deducting the amount from any consideration due to the Contractor, or to terminate the agreement pursuant to and for the effects of the following Art. 15.

## ARTICLE 14

### Penalties - Disapplication

In the event of the Contractor's failure to comply with the obligations and requirements of this agreement and its annexes, the Customer shall apply, for each of the following cases, the penalties below, notwithstanding the right to compensation for any damage suffered:

1. for each day of delay with regard to the deadline laid down in the OTS (Annex 1) for the performance of each service covered by this agreement: 1% of the value of the delayed service and up to a maximum of 20% of the value of the service, provided that:

- a. this delay is not due to the delayed delivery of components supplied by the Customer;
  - b. the activity does not require special work not included in the Price list (Annex 4);
  - c. the Customer has not exceeded the maximum work orders indicated in the OTS (Annex 1).
2. for each performance not performed and/or performed in a manner not compliant with what is foreseen in the OTS (Annex 1): € 20.00 (twenty/00);
  3. for each day of delay with regard to the deadline assigned to this purpose by the Customer for the implementation of the requirements and any corrective actions referred to in Art. 5.2 above, to be adopted pursuant to such article, an amount ranging from a minimum of € 10.00 (twenty/00 Euro) to a maximum of € 20.00 (twenty/00 Euro), depending on the severity and /or possible recurrence of the violation;
  4. for each improper use of the equipment in relation to the requirements of the OTS (Annex 1): € 20.00 (twenty/00);
  5. for each violation of work safety regulations: € 40.00 (forty/00);
  6. for any non-compliance with the conditions and requirements of this agreement and related annexes, other than those previously indicated: € 40.00 (forty/00);
  7. a disqualification notice is issued under Art. 91 of Legislative Decree 159/2011, the Contractor is required to pay a penalty equal to 10% (ten percent) of the contractual amount referred to Art. 8, last paragraph, above.

The application of established penalties will be notified to the Contractor in writing by certified email (PEC) or by registered letter with return receipt, and any due amounts will be retained from any sum due by the Customer.

In any case, any penalties accrued pursuant to the previous paragraph may not exceed 20% (twenty per cent) of the presumed contractual amount, in accordance with the last paragraph of Art. 8, without prejudice to the right of termination, pursuant to and by the effects of Art. 1456 of Italian Civil Code, as also laid down in Art. 15.

### **Disapplication of penalties**

The Contractor may submit to the Customer a reasoned opinion concerning the total or partial non-application of the penalties.

The opinion shall be sent by e-mail or registered letter with return receipt within 30 (thirty) calendar days from the date on which the Customer has made known to the Contractor its determination to apply the penalties.



Opinions submitted after the aforementioned deadline, or in a manner other than the requirements set forth above shall be considered late, inadmissible and dismissed.

Against each opinion submitted, the Customer will assess whether it is founded and notify the Contractor of its determinations in this regard.

## ARTICLE 15

### Express termination clause

Pursuant to and for the effects of Article 1456 of the Italian Civil Code, the Customer has the right to terminate this agreement for breach by the Contractor, as well as in the cases provided for in Art. 61 of the G.C.C., and specifically:

1. in the event that the Contractor does not have any required permits, and/or in the event that such permits and/or authorizations, as referred to in Art. 4-*bis* above have been revoked, voided or suspended;
2. delay greater than 30 days (thirty) with respect to the deadline set forth to such end, in the implementation of the requirements and of any corrective actions referred to in Article 5.2 above;
3. failure to activate or expiration of the policy referred to in Article 13 above for the agreed ceilings, or non-payment of the insurance premiums referred to in Art. 13, or, otherwise, failure to comply with the obligations referred to in that Article;
4. application of the penalties referred to in Art. 14, for a total amount exceeding 20% (twenty percent) of the presumed amount of this agreement, as referred to in Art. 8;
5. failure to comply with the obligations referred to in Art. 4 with regard to the correct application of all the provisions provided for in the Operational procedure (Annex 2);
6. failure to comply with the obligations provided for in Art. 17 below (“Compliance with Labor and Social Security Laws. Compliance with Collective Labor Agreements”);
7. failure to comply with the obligations pursuant to the provisions of Art. 10 above (“Payment Methods”);
8. failure to comply with the obligations provided for in Art. 18 below (“Occupational Safety and Hygiene Requirements”);
9. failure to comply with the provisions of Art. 21 below (“Prohibition To Assign the agreement - Subcontracting”);

10. failure to comply with the obligations provided for by Arts. 22 below (“Price Transparency”); 23 (“Code of Ethics”), 23-bis (“Conflict of Interest”), and 23b (“Confidentiality Requirements”);
11. disqualification notice issued under Art. 91 of Italian Legislative Decree No. 159/2011;
12. failure to comply with the requirement to replace the original guarantor within 60 days of the Customer request, as prescribed in Art. 12 above;

The resolution is declared without the need for notice or formal notice by the other party, by e-mail or registered letter with return receipt, and involves the right of the Customer to collect the security deposit referred to in Art. 12 above, without prejudice to its rights vis-à-vis the Contractor for compensation due for additional damages, if any.

## ARTICLE 16

### Withdrawal

The Customer has the right to withdraw from this agreement by simple notification to the attention of the Contractor, to be sent by certified e-mail (PEC) or registered letter with return receipt to the latter’s registered address, at least 3 (three) months before the date on which the withdrawal takes effect.

In the event of withdrawal, the Contractor will be awarded only the consideration due for the services regularly performed up to that date, without the latter being able to claim rights to compensation or indemnification whatsoever, also by way of derogation from Art. 1671 of the Italian Civil Code.

## ARTICLE 17

### Compliance with labor and social security laws

As employer, the Contractor must, at his own care and expense, ensure full compliance with the laws and regulations relating to accidents at work, occupational diseases, health care of employees and members of their families and other forms of provision for workers.

Regardless of its industrial or cooperative structure, with reference to its employees or business partners, business partners/employees employed in the performance of the services covered by this agreement, the Contractor is required to comply with the rules in force regarding the payment of social security and insurance contributions.

For the duration of the agreement, always with reference to the workers employed in the performance of the services covered by this agreement, the Contractor is required to comply with the current

regulations concerning Severance Pay, including the legislation on supplementary pension provision and the disbursement of the severance allowance, pursuant to Legislative Decree of 5 December 2005, no. 252, as amended and supplemented.

As it pertains the procurement of manpower necessary for the performance of the agreement, the Contractor must comply with current statutory and regulatory provisions governing the request and supply of work, under penalty of immediate termination of the agreement and without prejudice to compensation for any damage resulting therefrom.

The Contractor is also required to use contractual forms that comply with labor regulations and are consistent with the required and effectively performed work.

The Contractor is required to apply to workers who are assigned agreement work – and, if a cooperative, also to the workers-members – the regulatory and economic conditions laid down in any collective labor agreements applicable to the sector and the location where the services are delivered. The collective agreement will continue to be applied by the Contractor even after its expiry and until its replacement.

The Contractor shall provide the Customer with a declaration containing the list of workers which he intends to rely upon for the delivery of agreement services. This list should also include any workers assigned to other agreement location and employed by a business other than the Contractor, as well as any temporary workers. In particular, such declaration, to be prepared on a template provided by the Customer, must be submitted before the actual start of the activities, as well as during their implementation.

Concerning the worker categories identified above, the Contractor must declare to undertake to apply the financial and regulatory provisions established by national and local collective labor agreements in force for the sector and for the area where the services are provided, as applicable to the company in relation to the purpose of the agreement, and for the entire duration thereof. In particular, such declaration, to be prepared on a template provided by the Customer, must be submitted before the actual start of the activities, as well as during their implementation.

The Contractor must declare that the workers employed in the agreement and already employed on the date of stipulation of the agreement itself, have been duly paid any compensation and contributions until that date, and that any and all severance pay contributions have been made, according to the choices made by the employees and in compliance with the provisions governing such matter.

The Contractor also undertakes to submit – on request – further documentation attesting to the correct and timely fulfilment of the obligations in the field of compensation, insurance and social

security (e.g., UniEmens) towards the workers assigned to agreement work, limited to the duration of the agreement.

However, the Contractor is prohibited from collecting, in the award process, the Severance Pay contribution of employees who may have provided services pursuant to the social clause, and whose recruitment must be subject to the acquisition of documentation attesting to the termination of any previous employment relationship.

The Customer reserves the right to perform a periodic audit of the additional documentation and the statements made by the Contractor (including through duly qualified and authorised third parties). In the event that any audit shows that the Contractor has provided false documentation or made false declarations, or that he has not applied the financial and regulatory provisions established by national and territorial collective labor agreements in force for the sector and for the area where the services are provided, or that he paid employees to a lesser extent than due or has not, in whole or in part, set aside or paid any Severance Pay due and/or supplementary pension funds as required by the relevant legislation, the Customer reserves the right, subject to prompt notification of non-compliance to the Contractor, not to proceed with the payment of what any amount still due until the Contractor proves that he is in compliance with his legal obligations, without prejudice to the right of termination, pursuant to and by the effects of Art. 1456 of Italian Civil Code, as laid down in Article 15 above.

In no case shall the Customer be held liable for any non-compliance by the Contractor who remains solely responsible in this regard.

In any case, the Contractor undertakes to hold harmless – substantially and procedurally, upon request and without the possibility of making exceptions – the Customer from any consequence however deriving from non-compliance with laws and regulations on remuneration (direct, indirect and deferred), and with social security and contribution obligations of the employees and any subcontractors of the Contractor. In particular, the Contractor undertakes to indemnify and hold the Customer harmless – in the event that the Customer is called to account, even as a joint and several entity – from any injury, loss, damage, liability, cost, expense, including legal expenses, arising from claims or actions made by the employees of the Contractor and any subcontractors, or from the incorrect or non-fulfilment of the obligations regarding remuneration and social security contributions.

The Contractor also undertakes to indemnify and hold the Customer harmless, in the same terms as in the previous paragraph, if the latter is called to account for the obligations referred to in Art. 26, paragraph 4, of Legislative Decree 9.4.2008, no. 81.

The Contractor undertakes to include similar contractual clauses in any subcontracting contracts and to ensure compliance with them.

Finally, without prejudice to the foregoing, and as provided elsewhere in this Agreement, the Contractor undertakes to voluntarily take part in, if it is not already formally agreed upon, any legal action lodged by agreement workers, in order to support the Customer in its defense, and/or directly resolve disputes, even by means of a settlement, promptly relieving the Customer from any burden and obligation in this regard. In particular, the Contractor undertakes to compensate the Customer, upon request thereof and upon submission of the relevant accounting documentation, of an amount equal to any court costs imposed upon the Customer by judicial ruling, as well as an amount equal to costs incurred by the Customer for its legal defense.

## ARTICLE 18

### Safety at work and health requirements

As employer, the Contractor is required to comply with and enforce all rules, provisions, requirements and precautions in the field of health, accident prevention and protection and occupational hygiene in any capacity, as it pertains to the delivery of the Service.

To this end, the Contractor must, *inter alia*:

- provide the aforementioned staff with all the instruction or means of protection required by the nature of the services to be delivered;
- use equipment and machinery that perfectly comply with the current regulations, ensuring any adjustments thereof;
- use products and supply materials in compliance with all legal or regulatory requirements;
- ensure, through its agreement Manager, that any personnel performing the services comply with all the relevant provisions and operate in accordance with the information provided by the Customer, pursuant to Legislative Decree no. 81/2008, on any specific risks existing in the areas in which the Services are delivered, taking every preventive and emergency measure required by the activities carried out;
- apply and enforce the Customer requirements on the areas affected by the railway operation.

In addition, the Contractor undertakes to cooperate – before the start of the services – in the integration of the Single Risk Assessment Document – attached to this agreement, as it pertains to the installation(s) where such services are to be delivered, taking into account any new risks introduced therein by the Contractor.

The Single Risk Assessment Document will also be updated together with the Contractor where significant changes, including those of organizational nature, occur in the performance of a given

work, including in cases where a new Company/Contractor takes over the plant, which may engender new potential risks of interference.

The Single Risk Assessment Document thus supplemented/updated and signed by the Contractor as well as by any relevant subcontractors/operators, will be kept by the agreement Manager, to be attached hereto.

The Customer, pursuant to the provisions of Art. 26 of Italian Legislative Decree No. 81/2008, is responsible for ensuring that all the human resources used in the agreement meet the operational requirements set forth in the law and have the professional technical skills proportionate to the procedures for the delivery of services.

## ARTICLE 19

### Customer agreement Manager

The Customer has appointed Mr. Alberto Cetti, tel. +39 334 6409900, email [a.cetti@mercitaliaintermodal.it](mailto:a.cetti@mercitaliaintermodal.it), as agreement Manager, who will ensure the proper implementation of the agreement by the Contractor, also verifying compliance with the contractual requirements.

For this task, the agreement Manager may rely upon deputies or duly appointed personnel.

## ARTICLE 20

### Contractor agreement Manager

The Contractor has appointed \_\_\_\_\_, tel. \_\_\_\_\_ email address \_\_\_\_\_, as agreement Manager, who will be responsible for the exercise of all the powers provided for in this Contract.

The agreement Manager acting on the Contractor's behalf may use substitutes or delegated personnel for this task.

## ARTICLE 21

### Non-transferability of the agreement - Subcontracting

Under penalty of termination, pursuant to Article 15 above, the Contractor may not transfer this agreement.

The Contractor may not, under any circumstances, avail himself of subcontracting, under penalty of termination pursuant to and by the effects of Art. 1456 of the Italian Civil Code.

Any subcontracts, other than subcontracting, are governed by Article 15.5 of the C.G.C.

## ARTICLE 22

### Pricing transparency

The Contractor expressly and irrevocably:

- declares that there has been no intermediation or other work by third parties for the stipulation of this agreement;
- declares that it has not paid, nor promised to pay sums or other intermediary fees or similar, directly or through associated or subsidiary companies aimed at facilitating the agreement completion;
- undertakes not to pay to anyone, for any reason, sums aimed at facilitating and/or making the execution and/or management of this agreement less onerous than the obligations undertaken, nor to carry out actions in any case aimed at the same purposes.

In the event that even one of the declarations made pursuant to the preceding paragraph is found not to be true, or the Contractor does not comply the commitments and obligations undertaken hereunder for the entire duration of this agreement, the agreement shall be automatically terminated, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, for breach by the Contractor, who will consequently be required to compensate all damages resulting from termination, and be removed from the professional roster, if any.

## ARTICLE 23

### Integrity clause

The Customer manages relationships and business referring to the principles contained in the Codice Etico del Gruppo Ferrovie dello Stato Italiane, in its Modello di Organizzazione Gestione e Controllo pursuant to Legislative Decree no. 231/2001 and subsequent amendments (“Modello 231”) and in the Policy Anticorruzione of the Gruppo FS Italiane.

The Contractor declares and guarantees:

Mercitalia Intermodal S.p.A.  
Gruppo Ferrovie dello Stato Italiane  
Società soggetta alla direzione e coordinamento  
di Mercitalia Logistics S.p.A.

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P.IVA IT 00857491005 - Milano R.E.A 0758334 - MECC. n. MI 325924



- (a) that has read the Codice Etico del Gruppo Ferrovie dello Stato Italiane (“Codice Etico”), published on the website <http://www.fsitaliane.it>, section “Il Gruppo FS”, subsection “Governance”, subsection “Codice Etico”, which can be downloaded and printed online or of which you can request a hard copy at any time, which is an integral part of Modello 231, and that has well understood its principles, contents and purposes;
- (b) to have read the Modello 231, available at the internet address <http://www.mercitaliaintermodal.it>, which can be downloaded and printed online or of which he may request a hard copy at any time, and to have fully understood the principles, contents and purpose;
- (c) that has read the Policy Anticorruzione del Gruppo FS Italiane, available at the internet address <http://www.fsitaliane.it>, section “Il Gruppo FS”, subsection “Etica, compliance e integrità”, which can be downloaded and printed online or of which you may request a paper copy at any time, and that you have well understood its principles, contents and purposes.

The Contractor declares to acknowledge the commitments undertaken by the Company in the documents mentioned above and to undertake to comply with the principles and provisions contained therein as well as to ensure that its subcontractors, sub-suppliers, third parties and its entire supply chain are refer, in the performance of their business and in the management of relations with third parties, to principles equivalent to those adopted by the Company.

The Contractor's violation of any of the principles and provisions contained in the Codice Etico di FS and/or in the Customer's Modello 231 and/or in the Anti-Corruption Policy of the FS Italiane Group, as well as the failure to comply with the commitments referred to in this article constitute a hypothesis of legal termination of this Contract pursuant to and for the purposes of art. 1456 of the civil code, to be exercised in the manner referred to in article 16 (express termination clause).

The Contractor acknowledges that the relevant reports pursuant to and for the effects of the Modello 231, including the Codice Etico, and for anti-corruption purposes, can be made in the manner and through the channels indicated in the Parte Generale of the Customer's Modello 231.

## ARTICLE 23-bis

### Conflict of interest

For purposes related to the performance of the agreement, the Contractor warrants the absence of subjective or objective situations that may result in a conflict of interest hindering in any way the performance of the agreement.



Likewise, the Contractor undertakes, should unforeseen conflict-of-interest situations arise in the run-up to the performance of the agreement, to immediately report it to the Customer which will make the necessary evaluations.

In the event that even one of the declarations made pursuant to this article is untrue, or that the Contractor does not comply with the commitments and obligations entered into for the duration of the agreement, the agreement shall be automatically terminated, pursuant to and by the effects of Art. 1456 of the Italian Civil Code, by fact and fault of the Contractor, who will consequently be required to compensate any and all damages resulting from termination.

## ARTICLE 23-bis

### Confidentiality requirements

The Contractor undertakes not to disclose to third parties and not to use in any way, for reasons other than those relevant to the execution of this agreement, technical information relating to facts, acts, programs, projects, processes, drawings, equipment, appliances, machines, etc., which are made available to him by the Customer, or of which he is aware at the time of such execution.

The confidentiality requirement shall be binding for the duration of this agreement and, thereafter, until the information learned has become public knowledge.

The confidentiality requirement referred to in this Article shall remain binding without time limit, even in the event of termination of or withdrawal from this agreement.

## ARTICLE 24

### Processing of personal data

The Parties undertake to process the personal data, acquired in the context and for the purposes connected to the assignment and execution of the contract, in compliance with the principles of correctness, lawfulness and transparency established by current legislation on the protection of personal data (EU Regulation 2016/679 and Italian Legislative Decree no. 196/2003 and subsequent amendments).

In particular, the Parties undertake to process personal data in compliance with the principle of minimization, as well as to guarantee its integrity and confidentiality.

Each Part, as independent Data Controllers, is obliged to provide the information on the processing of personal data to the natural persons of their own organization and to those of the other Party whose data are processed for the purposes referred to in the first paragraph of this article and guarantee the exercise of the rights of the interested parties.

The above disclosure obligation is fulfilled by the Customer by publishing it in the institutional website [www.mercitaliaintermodal.it](http://www.mercitaliaintermodal.it) and by the Contractor by [REDACTED].

Each Party is responsible for disputes, actions or claims made by the interested parties and/or any other subject and/or Authority regarding the non-compliance with current legislation on the protection of personal data (EU Regulation 2016/679 and Italian Legislative Decree 196/2003 and subsequent amendments), attributable to it.

## ARTICLE 25

### Tax Liabilities

The performances of this agreement are acknowledged to be subject to VAT. Any changes in the tax regime shall not in any circumstances lead to changes of the agreed consideration.

This agreement, entered into by an exchange of letters in accordance with commercial practice, is subject to VAT and is exempt from registration for tax purposes until use, pursuant to Article 5 of the registration tax Consolidation Law approved by Presidential Decree No. 131 of 26 April 1986 and, if registration is requested, the requesting party will be obliged to make a fixed tax payment in accordance with Article 40 of the aforementioned Consolidated Law.

## ARTICLE 26

### Referral clause

For any matter that is not governed or otherwise regulated by this agreement, please refer to the provisions of the Italian Civil Code, to any applicable legal or regulatory provisions and to the provisions contained in Chapter I, Chapter II, of Art. 43 and 44, as well as Chapter IV, Title II, Title III and Title IV and Chapter V 63 and 65), of the “*Condizioni Generali di Contratto per gli appalti di forniture delle Società del Gruppo Ferrovie dello Stato Italiane*”, approved by the Board of Directors of Ferrovie dello Stato Italiane S.p.A. at its meeting on 22<sup>nd</sup> March 2017, and registered with the Revenue Agency, Provincial Directorate I of Rome, Territorial Office of Rome 1, Trastevere, no. 5987 Series 3, on 23 June 2017, and issued by Group Resolution No. 231/AD of 17 July 2017 (elsewhere named herein as the “C.G.C.”), which are available on [www.mercitalialogistics.it](http://www.mercitalialogistics.it), at the notices and tenders section,

which, although not attached to this Agreement, constitute an integral and substantial part thereof. The Contractor declares that he has a detailed and complete knowledge of these conditions. The Parties agree that the term “Supplier” used in the CGC must be understood as equivalent to that of “Contractor” used herein.

In the event of a discrepancy between what is provided for in other documents and the provisions of this agreement, the latter shall prevail.

## ARTICLE 27

### Contractor’s address for service

For administrative, judicial and tax purposes, the Contractor (Tax Code [REDACTED]) declares that his address for service is located in [REDACTED], on via [REDACTED], with the understanding that, as warranted, the alternative address is the Municipality of [REDACTED].

## ARTICLE 28

### Disputes, jurisdiction and applicable law

Arbitration is not permitted. Any disputes arising from this instrument will be referred to the exclusive jurisdiction of the Court of Milan. This agreement is governed by Italian law.

## ARTICLE 29

### Annexes

The following documents are annexed to this Contract, and form an integral and essential part thereof:

- 1) Annex 1: Organizational and technical specifications (OTS);
- 2) Annex 2: Operational Procedures;
- 3) Annex 3: EWT data format;
- 4) Annex 4: Price list.

\*\*\*\*\*

For the purposes of finalizing this Agreement, please approve the above contractual text and its annexes, by way of full and unconditional acceptance, by means of your Legal Representative or by a proxy vested with the proper powers. It is also necessary to copy, on a separate digitally signed note,

the underlying list of clauses, specially signed in digital format to express specific acceptance pursuant to Art. 1341 and 1342 of the Italian Civil Code.

The aforementioned note, together with the aforementioned Annexes, must be sent to:

.....

Best regards.

place..... date.....

The Customer

Signature.....

**For acceptance of the agreement proposal**

place..... date.....

The Contractor

Signature

.....

**“List of clauses subject to specific approval agreement No. \_\_\_\_\_ of \_\_\_\_\_”**

A) For acceptance of the clauses relating to the following articles of the Contract:

- ARTICLE 4 - Implementation Procedures
- Article 6 Duration of Contract
- Article 7 Increase/Decrease of Services Awarded
- Article 7-bis Qualitative changes
- Article 8 Consideration
- Article 10 Payment Methods
- Article 11 Assignment of Receivables
- Article 13 Liability for Loss - Insurance Policy
- Article 15 - Express Termination Clause

- Article 16 Withdrawal
- Article 17 Compliance with Labor and Social Security Laws - Compliance with Collective Labor Agreements
- Article 18 Safety At Work and Health Requirements
- Article 21 Non-Transferability of Contract/Subcontracting
- Article 22 Price Transparency
- Article 23 Code of Ethics
- Article 23-bis Conflict of Interest
- Article 28 - Disputes, Jurisdiction and Applicable Law

B) For the purposes of Art. 1341 of the Civil Code, for acceptance of the clauses relating to the ” *Condizioni Generali di Contratto per gli appalti di forniture delle Società del Gruppo Ferrovie dello Stato Italiane*”, approved by the Board of Directors of Ferrovie dello Stato Italiane S.p.A, at the meeting of 22 March, 2017 and registered at the Revenue Agency, Provincial Directorate I of Rome, Territorial Office of Rome 1, Trastevere, under no. 5987 Series 3, on 23 June 2017, and issued by Group Resolution No. 231/AD of 17 July 2017

- Article. 5 Industrial and Commercial Property. Patents;
- Article 6 Confidentiality Requirements;
- Article 8 Stipulation of Contract and Start of Contract Services;
- Article 10 Guarantees;
- Article 12 Contractual Prices;
- Article 14 Amendments to the Contract
- Article 15 Anti-Mafia Measures, Compliance with Social Security Contributions and Compensation Requirements, Transfer of Contract, Subcontracting and subcontracts;
- Article 17 Disputes by the Supplier;
- Article 19 Damage due to Force Majeure and Contractor’s Liability for Damages;
- Article 43 Contract Terms, Suspension of Contract Performance and Extensions Thereof;

- Article 44 Unlawful Duration of Suspension;
- Article 54 Penalties for Non-Compliance and Methods for Financial Calculation of Delays;
- Article 55 Penalties for Delay or Non-Execution and Early Completion Bonuses;
- Article 56 Consideration for Supply and Payments;
- Article 57 Terms and Methods of Payment;
- Article 58 Invoice Submission;
- Article 59 Debt Collection- Compensation;
- Article 60 Suspension of Payments;
- Article 61 Express Termination Clause Performance of contract services by third parties;
- Article 62 Compensation for Damages

### For specific acceptance of Unfair Terms

Date.....

### The Contractor

Signature.....

Mercitalia Intermodal S.p.A.  
Gruppo Ferrovie dello Stato Italiane  
Società soggetta alla direzione e coordinamento  
di Mercitalia Logistics S.p.A.

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