GENERAL TERMS AND CONDITIONS OF THE BUSINESS OFFER CONTRACT FOR POSTE DELIVERY BUSINESS SERVICE

SERVICE RULES - FIRST SECTION

1. SCOPE

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") govern the offer of national and international express courier and parcel services commercially known as Poste Delivery Business (hereinafter "Services" or "Service") of Poste Italiane S.p.A. with registered office at Viale Europa 190, 00144 Rome, Italy, VAT no. 01114601006, Tax ID 97103880585 (hereinafter referred to as "Poste") addressed to customers (hereinafter also referred to as "Customers" and, individually, the "Customer") acting in the course of their business, commercial, artisan or professional activity in their own name and on behalf of third parties who are the senders of shipments (hereinafter also "Senders"). Consequently, by signing the Contract, the Customer declares that it assumes all obligations and related responsibilities also on behalf of the Senders by virtue of the mandate received from them. The Poste Delivery Business offer consists of a range of national and international shipping services with different characteristics and timeframes, as detailed in Documents 1 to 4 and in Article 3 below. The postal services include parcels with a unit weight of up to 31.5 kg and in accordance with the dimensions provided by the relevant regulations.
The Customer Data Sheet and annexes under Art. 20.2, as well as all the following documents published on the website www.poste.it form an integral and substantial part of the GTC which can be directly consulted by the Customer, who declares to be aware of them and accepts them in full (hereinafter, jointly, the "Contract"):

- the Postal Services Charter, published on www.poste.it (at https://www.poste.it/carte-dei-servizi-postali.html), in accordance with AGCom Resolution 413/14/CONS dated 29/07/2014 and available at Poste acceptance centres, which provides a summary of the characteristics, quality objectives of each service, as well as the instances and limits for submitting claims and the relative refunds;
- Document 1 - Shipping and packaging guide for Poste Delivery Business;
- Document 2 - National Poste Delivery Business Product Data Sheet;
- Document 3 - International Poste Delivery Business Product Data Sheet;
- Document 4 - Guidelines for the transport of dangerous goods by road under the
- simplified system;
- Document 5 – General Terms and Conditions of the "Duty Management Service" supplementary service for the United States of America.

It is understood that each delivery service and any optional service provided will be subject to the temporary provisions of such documents at the time of shipment.

1.2 Shipments can be made though the following services:

a. Domestic Service throughout the country, with the exception of Livigno - Trepalle and Campione d'Italia;
b. International Service, to the areas specified in Document No. 3. It remains understood that, as a result of the Executive Order issued on 30 July 2025 by the competent authorities of the United States of America, customers sending shipments containing goods destined for the USA from 29 August 2025 onwards must ensure the payment of customs duties. Consequently, shipments destined for the United States of America require the provision of the "Customs Duties Management Service" described in Document No. 5. It is understood that the submission of items addressed to that destination shall constitute, for all purposes, implicit and full acceptance of the conditions set out in Document No. 5.

1.3 The Customer shall indicate in the Customer Data Sheet the technological solution chosen among those made available by Poste and described, in detail, in the technical documentation (Documents 2 and 3).

1.4 In performing the Service, Poste shall make use of its unitary and widespread delivery network, which operates, depending on the services rendered, by virtue of signed continuous service and/or supply contracts, including with the internal production units of Gruppo Poste Italiane and with entities outside the Group, in accordance with the provisions of current regulations.

2. CONTENT, PACKAGING OF SHIPMENTS AND WAYBILLS

2.1 The packages shipped must comply with the size and weight limits provided for the individual service/optional service in the relevant product data sheet as well as with the wrapping and packaging specifications indicated in the Shipping and Packaging Guide (Document 1).

2.2 Without prejudice to the provisions above, the following cannot be shipped under any circumstances:

a. objects prohibited and/or considered dangerous under Italian or international law and/or the carriage of which is prohibited by any law, regulation or statute temporarily issued by any federal, state or local government of any country from or through which the shipment may be carried;
b. materials which, by their nature or packaging, may harm humans or the environment, or cause damage to other shipments, thereby compromising the safety of the network;
c. goods and/or substances subject to specific regulations for transport, such as special hazardous and non-hazardous waste, goods, items or substances classified as dangerous for transport and therefore subject to specific provisions concerning the methods of packaging, wrapping and marking for the purposes of road transport (ADR) or air transport (IATA-DGR), maritime transport (IMDG) and transport by river/lake (ADN), except as indicated in section 2.3 below;
d. any type of weapon or parts of weapons, except for those permitted under Art. 45 of the Regulation executing the Consolidated Public Safety Law, which states "Not considered as weapons are pointed and cutting tools — even though they may occasionally cause injury, they have a specific and different intended use as work instruments — and those intended for domestic, agricultural, scientific, sporting, industrial and similar use";
e. substances which are or are revealed to be explosive, flammable, infective, irritants, radioactive;
f. substances that emanate bad odours, which present signs of putrefaction or which given the transport's duration, cannot reach their destination without putrefying; pornographic material, live animals, plants (excluding miniature plants such as bonsai, succulent plants or dried plants).
g. pornographic material;
h. coins and banknotes, whether or not out of circulation, value cards of other types; cheques, bills of exchange and other negotiable instruments; securities that are not nominative; platinum, gold, silver and other precious metals, whether worked or not; precious stones and jewellery.

2.3 Without prejudice to the restrictions in section 2.2 above, with the express exclusion of the boxless accessory, shipments containing:

- liquids are permitted but must be contained in receptacles suitable for transport and packed with appropriate protective materials which are of sufficient quality to absorb the liquid in the event of breakage;
- dangerous goods, for road transport (ADR) and inland waterway transport (ADN) only, limited to:
  a. goods not subject to the provisions of the ADR/ADN Code if they are shipped in accordance with specific special provisions of Chapter 3.3 of the ADR (e.g. lithium batteries shipped in accordance with Special Provision 188, certain compressed gases in accordance with Special Provisions 378 or 653, etc.);
  b. exemption of goods in limited quantities (Chap. 3.4 of the ADR);
  c. exemption of goods in excepted quantities (Chap. 3.5 of the ADR). For such shipments, the Customer is responsible for complying with the provisions of the "Shipping and packaging guide for Poste Delivery Business" (Document 1) and the "Guidelines for the transport of dangerous goods by road under the simplified system" (Document 4).

2.4 For international shipments, it is the Customer's responsibility to obtain information in advance about the import and export possibilities (bans, quarantine, restrictions on pharmaceutical products, etc.) and the documents (certificate of origin, commercial invoice, health certificate, licences, quarantine authorisations for animal, plant, and food products) that may be required by the country of destination, as well as any restrictive measures applied by the country of destination and for the legal or natural persons receiving them.

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2.5 The waybill (hereinafter also "WB") constitutes performance of the Contract. A waybill will not be considered valid and will not be accepted at the time of acceptance/withdrawal if it:
- contains corrections of any kind;
- is produced with tools or methods other than those indicated in the Product Data Sheets and in the customs information available during the purchase process in the relevant section;
- has printing errors;
- is lacking a postal code barcode (only for domestic shipments) or the shipping identification code, i.e. when the latter is not detectable by the automatic readers of Poste;
- has the words "invalid waybill" or text/wording is missing from some part required by the waybill printing specifications;
- has already been used according to Poste's systems;
- has not been completed in all fields (with specific indication of the content of the shipment, which must not be indicated generically);
- has "fictitious names or other references that differ from the real names" in the "sender" and "addressee" fields.

2.6 The Customer is required to:

a. pack and close each shipment in a way appropriate for the weight, shape, nature and value of the contents against deterioration and tampering in accordance with the instructions contained in Documents 1 and 4;
b. complete the documentation provided for in Document 1, it being understood that in the event of discrepancies, the information on the WB shall prevail.

2.7 The Customer is also required to take special care in preparing internal insulation packaging to ensure adequate protection of the goods during transport and distribution. Any packaging and padding material can be used (e.g. packing peanuts, bubble pack, etc.) as detailed in Document 1.

2.8 The Customer must communicate to the Senders any appropriate instructions concerning the proper packaging of the shipment, in accordance with the specifications provided in the Contract. Any damage resulting from defective packaging shall be the responsibility of the Customer, if the Customer has not given appropriate instructions, also in accordance with Article 8 below.

2.9 Poste reserves the right to refuse shipments that do not comply with the provisions of this Contract pursuant to Art. 1693 of the Italian Civil Code. If the discrepancy emerges after acceptance, Poste reserves the right to suspend transport and the right to return the shipment to the sender with the relevant charges.

2.10 It is understood that Poste is entitled to open shipments that show elements such as to suggest that they contain non-permitted contents referred to in Article 2.2 above or dangerous goods other than those indicated in Article 2.3 above.

2.11 If non-permitted contents and/or dangerous goods other than those indicated in Article 2.3 above are found, even independently of the opening of the shipments referred to in the preceding paragraph, Poste reserves the right to suspend the Service, immediately block the shipment and segregate it in a safe area (without prejudice to Poste's right to entrust specific shipments to the competent authorities). If the shipment can be moved by road, it will be returned to the Customer at his/her expense; otherwise, the Customer may:

a. pick up the shipment from the place of detection, on its own or through authorized/delegated third parties, at its own care and expense within the time limit and in the manner that will be communicated by Poste by means of Certified E-Mail, after which the Customer hereby renounces any right to the shipment;
b. renounce all rights to the shipment in the manner indicated by the customer service, with the relevant disposal costs charged, giving Poste full disposal of the mail item.

3. DELIVERY TIMES AND METHODS AND SHIPMENTS HELD IN STORAGE

3.1 At the Customer's request, direct shipments to domestic destinations are delivered to the following locations:
- the Recipient's home (Home Delivery and/or at PuntoPoste Da Te, if requested by the Recipient);
- a Post Office;
- a point in the Punto Poste network (Collect Point, Locker). A list of authorised Post offices and Punto Poste locations is available at www.poste.it as described in detail in Documents 2 and 3 which also regulate cases of non-delivery and/or release of the shipment.

For international shipments, the delivery can be made:
- to the Recipient's home (Home Delivery);
- at authorised delivery points (for example: Post Office with Poste Restante, Hold for pick-up, Collect Point) in relation to the destination country, according to what is indicated on the Product Sheet.

3.2 The first delivery attempt is made:
- for Domestic Standard Poste Delivery Business shipments, approximately in 4 working days (Monday to Friday, Saturday and holidays excluded), in addition to the collection/shipment;
- for Domestic Express Poste Delivery Business shipments, approximately in 1-2 working days (Monday to Friday, Saturday and holidays excluded), in addition to the pick-up/shipping day.

Delivery times vary depending on the shipment's departure and arrival locations. You can check delivery times in the appropriate section of the website www.poste.it and/or through business customer service.

3.3 For international shipments, delivery times are indicative and reflect the actual operational circumstances of the entire logistics network, which involves not only Poste but also the carriers and operators engaged by Poste to ensure delivery of items abroad.

The above delivery times are provided and updated in the International Poste Delivery Business Product Sheet (Document No. 3).

It is understood that the above delivery times refer exclusively to shipments that meet the requirements established by Poste in terms of content, weight and size, acceptance methods, it being understood that in the event of default by the Customer, Poste will not guarantee delivery and/or compliance with the aforementioned times, with all possible consequences in terms of compensation.

3.4 The Customer, declaring that it is also acting on behalf of any other third party who may have an interest, waives all rights to the shipment if, after 6 (six) months have passed, the shipment has not been delivered or returned and no person has provided instructions or, upon presentation of the waybill, has collected the shipment upon payment of any charges or expenses.

Poste, in such a case, is authorised to dispose of the shipment, also for charitable purposes, in favour of national or international bodies, institutes or foundations, chosen at its discretion.

3.5 In the event of non-delivery pursuant to Article 3.1 above, the shipment shall be held in storage at the premises of the Poste or third parties. If the Customer requests the release of the shipment, it shall give concrete and feasible instructions to Poste as provided in the Product Data Sheet (Document 2 and Document 3).

In case of failure to provide instructions in accordance with the timelines specified in the Product Data Sheet, Poste will hold the shipments without, however, assuming any responsibility for their safekeeping.

In any case, after the period of storage has expired, shipments will be returned to the Sender.

4. ADDITIONAL SERVICES AND DELIVERY OPTIONS

The Customer may request the additional services, the characteristics/limitations for which are described in detail in the Product Data Sheet, Document no. 2, the prices for which are indicated in Annex A, as specified below:

4.1 Additional Services for Domestic Standard Poste Delivery Business
- Basic coverage
- Full coverage
- Cash on delivery
- DigiPOD
- Photo Delivery Certificate
- Smart alert notifications
- Scegli Tu (You Choose) (Smart Alert device). The Customer acknowledges that the basic delivery options for the Scegli Tu (You Choose) additional service specified in Document 2 are activated on a default basis, without any additional cost for the Recipient or for the Customer, who may fully or partially deactivate them from the MyPosteDeliveryBusiness portal at any time.
- Floor Deliver (with current weight and size restrictions)
- Delivery by appointment
- Delivery to a neighbour
- Boxless

4.2 Additional Services for Domestic Express Poste Delivery Business
- Time Definite 9.00 am for delivery of parcels by 9.00 am (subject to the window provided)
- Time Definite 10.00 am for delivery of parcels by 10.00 am (subject to the window provided)
- Time Definite 12.00 am for delivery of parcels by 12.00 am (subject to the window provided)
- Basic coverage
- Full coverage
- Cash on delivery
- DigiPOD
- Photo Delivery Certificate
- Smart alert notifications

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- Scegli Tu (You Choose) (Smart Alert device). The Customer acknowledges that the basic delivery options for the Scegli Tu (You Choose) additional service specified in Document 2 are activated on a default basis, without any additional cost for the Recipient or for the Customer, who may fully or partially deactivate them from the MyPosteDeliveryBusiness portal at any time
- Floor Delivery
- Delivery by appointment
- Saturday Delivery (for available locations)
- Evening Delivery (for available locations)
- Scheduled day/time delivery (on a specific day, at a specific time)
- Delivery to a neighbour
- Boxless

4.3 Domestic Reverse Delivery Options

Delivery options: domestic Poste Delivery Business Services (Standard and Express) may also be provided in "Reverse" mode, namely by delivering the Customer parcels sent back to them under the conditions, according to the methods and within the limits set out in Document 2. The Service can be used separately from the outbound shipment. In such cases, the Service makes it possible to:

- dispatch parcels by Senders at authorised post offices or at an authorised Punto Poste (a list of which is published on www.poste.it) or through the home pick-up service (Pick-up), which can be booked through the number shown in the Product Data Sheet published at www.poste.it;
- issue receipts of acceptance to Senders for shipments carried out through post offices or Punto Poste locations.

The Customer can access the Service and print the waybill via one of the technological solutions offered by Poste (and indicated in the Customer Data Sheet).

For the Poste Delivery Business Express Service, the Round Trip (Andata & Ritorno) delivery option is available under the conditions and within the limits indicated in Document 2.

4.4 Additional Services for Poste Delivery Business International Plus Poste Delivery Business International Standard Poste Delivery Business International Express

The Customer may request the optional services for international Poste Delivery Business Services as set out in the Product Data Sheet, according to the methods and within the limits set out in Document 3.

4.5 International Reverse Delivery Options

Poste Delivery Business International Services may also be provided in "reverse" mode within the limits set out in the Poste Delivery Business International Product Sheet (Document No. 3). The Customer can also request the Reverse International solution as a stand-alone service. The solution will make it possible to handle the return shipment by preparing a waybill that the Customer must send to the Recipient (the person sending the return). The service is available for authorised countries. With reference to the Service provided with the "Reverse" option (domestic and international), it is understood that shipments submitted with forms other than those provided for this service will not be accepted.

4.6 Pursuant to Art. 1381 of the Civil Code, with reference to the Services provided with the "Reverse" option (domestic and international) and, in any case, in all cases in which the Customer is not the actual sender, the Customer undertakes to ensure that Senders:

- send parcels to post offices or authorised Punto Poste locations or request the pick-up service (where provided in the relevant Product Data Sheet);
- pack shipments according to the instructions in the Shipping and Packaging Guide (Document 1);
- indicate clearly and correctly on the parcel's outer wrapping/packaging the addresses of the sender and the Customer;
- accompany each parcel with the appropriate waybill, prepared in accordance with these GTC.

4.7 The Customer expressly acknowledges that any activation by the Recipients of the items of any additional personalised delivery services could entail delivery times different from those indicated in Article 3 above, waiving as of now to raise claims against Poste and/or its assignees for any delays.

4.8 Poste reserves the right to provide further additional services under the terms and conditions to be indicated in Document 2 and n. 3 in the current version to be published on www. poste.it.

5. FEES, BILLING AND PAYMENT METHODS AND ISTAT ADJUSTMENT

5.1 The Customer undertakes to pay Poste the prices set out in Annex A.

5.2 Services are taxable at the ordinary VAT rate. For customers residing abroad, the value added tax is applied in accordance with the rules regarding territoriality and according to the information obtained by completing the Tax Application Form available from Poste. For destinations in non-EU countries, the delivery service and the return to sender service are not subject to VAT pursuant to Article 9 of Italian Presidential Decree no. 633/1972. Invoicing and payment methods and timing are described in detail in Annex B (Administrative Annex).

5.3 Stamp duty on invoices or equivalent documents and any other debit and/or credit document, where due, is the responsibility of the Customer at the rate in force at the time, unless otherwise laid down by Article 8 of Italian Presidential Decree no. 642 of 26 October 1972.

5.4 Customers who use the service and have it charged to their electronic wallet can request to cancel their order and to be reimbursed for the unused shipment until mailing has been initiated and within 14 days from the completion of the order itself by sending Poste the appropriate form, available at www.poste.it, according to the methods described therein. In any case, Poste does not guarantee the success of the cancellation.

5.5 At least 12 (twelve) months after activation of the Service pursuant to Article 9 below, Poste reserves the right to adjust the fees indicated in Annex A according to the average annual change in consumer prices for the entire community (NIC Index) published by ISTAT (www.istat.it). The amount of the adjustment, which is non-retroactive and applied only in the case of a positive change value, will be calculated as the average of the 12 monthly surveys of the previous year. The fee adjustment will be communicated to the Customer at the addresses indicated in the Customer Data Sheet and/or on myPosteDeliveryBusiness.it

6. GUARANTEES (DEFERRED PAYMENT)

6.1 Where Poste deems it necessary, to guarantee precise payment of the obligations assumed with the Contract, the Customer undertakes to provide Poste - upon acceptance of Poste's proposal or, in the case of the Customer's failure to pay the invoices within 10 (ten) working days of Poste's request - to be sent in advance by certified mail (PEC) to the address given in the Customer Data Sheet - a bank or insurance guarantee, issued by a primary institution on first request in favour of Poste (based on the facsimile provided in the specific Annex B), commensurate with the payment terms and the value of the expected annual shipments.

This guarantee, if delivered at the time of acceptance of the Contract, must have a term of 18 months. If issued after the Contract is finalised, it must have a term of 6 months after the expiry of the Contract. The guarantee must be renewed for a period of 12 months, and so on, for each possible renewal of the Contract.

In the event this guarantee, where given, is fully enforced, the Customer undertakes to provide Poste, within 10 (ten) days of its enforcement and in the manner set forth above, a new guarantee identical to the one enforced. In the event of partial enforcement of this guarantee, the Customer must supplement it, up to the original amount, within 10 (ten) days of its enforcement, giving written notice of this to Poste.

6.2 If the value of the volume shipped by the Customer, less the amounts already paid, is higher than the amount for the guarantee provided, Poste reserves the right to ask that the guarantee originally provided is supplemented, via Certified Electronic Mail (PEC) to be sent to the Customer's address specified in the Customer Data Sheet. The Customer undertakes to make the payment requested by Poste within and no later than 10 (ten) working days from the date the aforementioned notification is received, sending Poste the relevant documentation proving that payment has been made to the certified email address specified in the Customer Data sheet.

7. OBLIGATIONS AND RESPONSIBILITIES OF POSTE

7.1 Poste is responsible from the moment of taking over the shipments and will only be liable for damages that are a direct, immediate and foreseeable consequence of its conduct, with the exclusion of compensation for indirect damages (e.g. loss of profit, loss of customers, etc.).

7.2 Poste is not responsible in the cases of non-fulfilment of the Service, delays, loss, total or partial damage, tampering with the shipments with inadmissible content and for any other reason attributable to the Customer or deriving from unauthorised parties gaining access to the Service, as well as for facts that were not the subject of a specific complaint pursuant to Art. 1698 of the Italian Civil Code at the time of delivery, or in the case International Services, based on the procedures and time frames provided for in the destination country.

7.3 Should Service execution be delayed, impeded, or obstructed due to chance, or due to force majeure, or for any other event/cause, without exception, falling outside Poste's control, the execution itself shall be tolled for a period coterminous with the cause creating such delay, impediment, or obstruction.

7.4 "Force majeure" means any circumstance beyond the reasonable

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control of Poste and therefore includes but is not limited to armed robbery in the presence of diligence by Poste pursuant to Article 1176 of the Italian Civil Code, acts of public authorities, wars, revolutions, insurrections or civil unrest, lockouts, strikes or other labour disputes, blockades or embargoes, interruptions in the supply of electricity, floods, natural disasters, epidemics.

7.5 Without prejudice to cases of wilful misconduct and gross negligence, the Customer or, in the case of Art. 8.2 below, the Sender, has the right to compensation in cases of damage, tampering, theft and loss of the shipment and within the limits indicated below, with the express exclusion of further sums for any reason whatsoever.

a. For **domestic Services**, the Customer or, in the case of Art. 8.2 below, the Sender, is entitled to compensation in cases of damage, tampering, theft and loss of the shipment, within the limits of €1.00 (one) per kilo of goods transported (or the higher amount in case of activation of the Basic Coverage service) in addition to an amount, by way of compensation, equal to the cost of shipment net of VAT and extra services;
b. **for international Services**, the Customer or, in the case of Art. 8.2 below, the Sender, is entitled to a lump sum compensation in the event of loss, damage or tampering with the shipment in addition to reimbursement of the shipping cost, as follows: – for shipments transported by road, the provisions of the CMR Convention, which limits the liability of Poste to 8.33 SDR (Special Drawing Rights) per kilogram, will apply;
– for shipments transported by air, the provisions of the Montreal Convention, which limits the liability of Poste to 22 SDR per kilogram, will apply.

Any damage or tampering with the shipment must always be contested at the time of delivery and communicated according to the methods and timing established by the country of destination. The definition of complaint and the respective refund depend on the response of the Foreign Operator and what is laid down by its national law;

a. **for Time Definite services**, in the event of a delay exceeding the window of time allowed, the Customer is entitled to the refunds described in detail in Document 2;
b. **in the case of Full Coverage**, the Customer has the right to compensation for the risks related to transport, from acceptance to delivery, up to the value declared by the Customer during the preparation of the waybill, within the limits provided for in Documents 2 and 3, after submitting documentation certifying the damage suffered (invoice, receipt/tax receipt or equivalent document). In addition, the Customer will be refunded the cost incurred for the shipment, net of the optional Full Coverage service. For the correct provision of the optional Full Coverage service, it is necessary to always indicate the value of the good shipped and the exact contents on the waybill. Pursuant to Art. 1891, section 2 of the Italian Civil Code, the Customer, also on behalf of the Sender in the scenarios in Art. 8.2 below, if different, expressly allows Poste to assert the rights deriving from the insurance contract. In the event of damage, tampering or loss, the Customer or the Sender, in the scenarios of Art. 8.2 below, if different, have the right to submit a claim for compensation to Poste, which may coincide with the claim, attaching documentation attesting the extent of the damage suffered within the limits of the declared value (invoice, tax receipt or equivalent document proving the value of the contents of the shipment) and making the wrapping of the shipment and its contents available. The refund will be guaranteed on condition that the contents and actual value of the goods is correctly indicated on the waybill. It is understood that damage and tampering must be shown on a report drawn up jointly by the recipient and Poste's operator at the time of parcel delivery;
c. **in the case of Cash on Delivery**, Poste shall be responsible for the failed remittance in cash only when the shipment is for cash on delivery and only within the limits of the refund of the amount collected, without prejudice that Poste shall not be responsible for any fact that is not attributable to it, such as for example, incorrect and/or incomplete information provided by the Customer for the provision of the service, including IBAN references that the Customer may indicate for remittances or irregularities or failures in the provision relationship.

If the shipment is returned to the Customer due to an error attributable to Poste or a foreign operator (for international shipments) used by Poste (non-fulfilment of the service), the Customer shall be reimbursed for the amount paid to Poste, excluding any additional amounts.

7.6 The cases, amounts and limits to refunds specified in this article comply with what appears in the Postal Services Charter published on www.poste.it. It is understood that any updates to the above, should they be in favour of the Customer, shall be independently applied by Poste as an exception to Art. 12 below.

8. CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

8.1 The Customer undertakes to comply with these GTC, also for reverse shipments, with particular reference to:

a. preparation/packaging of the shipments, remaining liable for any damage caused by defective preparation/packaging within the limits of Article 1693(1) of the Italian Civil Code;
b. prohibition of shipping of non-permitted content;
c. correct completion of the waybills which will show in plain text the unique contract code generated by Poste's systems also for the purpose of correct invoicing of shipments;
d. self-printing of waybills and related labelling as indicated in Documents 2 and 3;
e. sending the pre-advising, namely the file, with the format and method of sending as specified in Document 2, containing the information relating to each individual shipment. The preadvising must be sent by the Customer no later than the departure date of the shipment from the Customer's warehouse;
f. payment of the agreed fees within the required time frame;
g. in case of pick-up (see Document 2), entrusting the shipments to Poste at the addresses listed in detail in Annex D;
h. obligation to provide Senders with waybills which will show in plain text the unique contract code generated by Poste's systems also for the purpose of correct invoicing of shipments;
i. obligation to inform Senders about the contents of Document 1 (Domestic and International services Shipping and Packaging Guide) available at www.poste.it;
j. obligation to notify the Senders of the date of expiry or termination of the Contract for any reason whatsoever, including the fact that the costs of shipments made using a service other than the reverse option, or after the expiry/termination date of this Contract, will be borne exclusively by them.

The Customer also undertakes to:

k. indemnify and hold harmless Poste from any loss, damage, liability, costs, charges and expenses, including legal ones, that may be suffered or incurred by Poste as a result of the Customer's failure to comply with any of its obligations, including any intervention by the Control Authorities due to inadequate documentation, licenses and permits required for shipment or resulting from the destruction or return of shipments that could not be delivered to the Recipients;
l. indemnify and hold harmless Poste from any claim for compensation, including in court, made by the Recipient, in an amount greater than that provided for in relation to the preceding Art. 7.

8.2 The Sender named on the individual waybill is the person entitled to submit claims to Poste, unless the Sender has authorised the Customer to do so when purchasing the waybill. The foregoing does not apply to the Service provided in Reverse mode, as described in Articles 4.3 and 4.7 above, in relation to which, unless otherwise indicated, the Customer must be understood to be the party legitimately entitled to make complaints to Poste.

8.3 For the purpose of exporting the goods to a country outside the EU, the Customer
undertakes to:

a. complete and sign all the customs documentation that will be provided by Poste, indicating in a correct, complete and legible manner, the quantity, nature and value of the goods;
b. verify, at their sole responsibility, that there are no bans/restrictions on the shipment of goods to the country of destination;
c. produce any documents required for the export of the goods to the country of destination.

It is understood that any customs charges relating to importation into the country of destination must be paid by the Recipient of the shipment, unless otherwise specified by the Customer (for International Express Poste Delivery Business) who, in any case, will remain jointly and severally liable to Poste for the payment of such fees, undertaking to pay them at the first request of Poste.

8.4 In cases of importing goods resulting from the return to the Customer of a shipment addressed to a country outside the EU, the Customer gives Poste or its assignees a special mandate with representation in order to allow the latter to provide, at the Customer's expense and risk, the customs clearance and entry of goods into Italy, committing itself from now on to make, at its own care and expense, any declaration/certification that may be useful or necessary for this purpose. In this case, it is understood that the customs duties shall be paid by the Customer, who undertakes from now on to pay them at the first request of Poste.

8.5 With reference to the above, the Customer:

a. declares to be aware of the civil and criminal consequences that they will face in the event that the statements made or certifications produced are untrue or incomplete, including any seizure of the goods;

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b. undertakes from now on to indemnify and hold harmless Poste from any loss, damage, liability, tax, fee, cost, penalty, charge (including customs duties) and expense (including storage), which may be suffered or incurred by Poste as a result of the Customer's default.

8.6 The Customer shall check whether the size and weight of shipments comply with the type of service purchased. The Customer also expressly accepts Poste's right to weigh and measure the shipment by automated and certified means - even in the Customer's absence - as well as the right to invoice the extra amount resulting from the surplus found, in accordance with the economic conditions of the chosen service.

8.7 Any detected excess weight and dimensions may also be billed after the completion of the assignment and, in any case, within any time limits stipulated by the regulations.

SECTION TWO CONTRACTUAL RELATIONSHIP

9. EFFECTIVENESS, TERM AND TERMINATION OF THE CONTRACT

9.1 For the purpose of finalising the Contract, the Customer must return to Poste, duly signed, the acceptance of the respective Contractual Proposal, also approving the binding clauses referred to in Article 20 below, together with all the relevant documentation properly completed and signed by the Customer.

9.2 Unless otherwise provided for in the Customer Data Sheet, the Contract will be valid for a period of one year from the date of activating the Service. This is understood to be the date of e-mail communication by Poste of the issue of the access credentials or, if the Customer already has a contractual relationship, confirmation of them. It is understood that, upon activating the Service, any previous contract relationship existing between the Customer and Poste referring to other parcel and express courier services than the latter shall be intended as terminated on the date when the activation shall be communicated by Poste via the portals used by the Customer and/or via an appropriate notification (date shall be 60 days after Service activation). The Service shall be tacitly renewed each year, unless one of the parties cancels it by giving notice at least 30 days in advance to the addresses indicated in the Customer Data Sheet

9.3 Should the Customer be a Public Administration, the Contract, not being tacitly renewed, will cease to be effective at the end of 12 months.

9.4 Either party may withdraw from this Contract at any time by written notice to be sent to the other party by Certified E-Mail, it remaining understood that the withdrawal shall be effective 30 (thirty) days from the date of receipt of the respective notification. The Customer's withdrawal does not rule out the application of any fees and adjustments provided for under Annexes A and B, without prejudice, in the case of payment by electronic wallet, to the return to the Customer of the remaining amount of the unused top-up by the same instrument with which the top-up was made (e.g. credit card), net of any set-off against other claims made by Poste against the Customer.

10. COMPLAINTS

10.1 The Customer or, in the case of Art. 8.2 above, the Sender or a person designated by the Sender, may lodge a complaint in accordance with the procedures and terms indicated in the Service Quality Charter.

10.2 Poste shall use its best efforts to respond to the complaint within forty-five (45) business days following the date of receipt of the same. The complaint should be accompanied by the receipt/acceptance slip (where available, in electronic format).

10.3 If no response has been received within the aforementioned deadline, or the complaint is not deemed satisfactorily resolved, the concerned party may proceed to the conciliation process under the conditions and in accordance with the procedures published on the website www.poste.it.

10.4 If, at the end of the procedure referred to in the previous section, the party concerned deems the outcome to be unsatisfactory, they may contact the postal sector Regulatory Authority, also involving domestic consumer and user associations.

11. USE OF LOGO

11.1 Without prejudice to the provisions of Article 1.1, the identifying marks of the "Poste Delivery Business" Service, owned by Poste Italiane, are indicated in the Product Data Sheet including the extracts of the Identity Manual with the rules for the application of each logo (hereinafter, also collectively, "Poste Logos").

11.2 Customers operating in their own entrepreneurial, commercial, handicraft or professional business activity on behalf of third parties (a) shall use Poste's Logos strictly limited to the performance of this Contract, including the resale of the Service (b) shall not be used in combination with other logos or trademarks in such a way as to give rise to a new combination of Poste's logos and/or trademarks (c) shall comply with the graphic rules for the use of logos as indicated by Poste in the Product Data Sheet (d) shall not infringe the intellectual/industrial property rights or other property rights of third parties.

11.3 Any further use by the Customer of Poste Logos shall be subject to the prior written authorisation of Poste. The Customer shall not be entitled in any way to the aforesaid authorisation of the Poste Logos, and shall therefore be excluded from transcription pursuant to Article 138 of Legislative Decree No. 30 dated 10/02/2005, as subsequently amended and supplemented.

11.4 The Customer shall indemnify and hold harmless Poste from any and all payments and prejudicial consequences (action, claim or petition of third parties, damages and expenses, including legal expenses) that may arise - directly or indirectly - from failure to comply with this Article.

11.5 The aforementioned authorisation is granted on a non-exclusive basis, is not transferable or assignable for the entire duration of the Contract and Poste reserves the right to revoke its authorisation during the duration of the Contract only following proven and repeated misuse by the Customer.

11.6 The Customer undertakes not to present itself, directly or indirectly, in any way as the owner of the Poste Logos or as the holder of other property rights over them and not to register any trade mark, design work, domain that may be equal or similar to the Poste Logo.

11.7 In the event of (i) unauthorised use of the Poste Logos as well as (ii) failure to comply with the provisions of this Contract or the Annex, Poste reserves the right to terminate this Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for any damage suffered.

11.8 The Customer shall not make any press release or public announcement of any kind relating to this Contract without the written consent of Poste.

12 AMENDMENTS AND SUSPENSIONS

12.1 Poste reserves the right to modify these contractual terms, including the fees, throughout the contractual relationship, including owing to any arising technical, operational, or management needs.

12.2 Changes/additions provided for in the previous paragraph shall be communicated to the Customer at least 30 days in advance by means of Certified E-Mail and/or suitable means of remote communication - for the use of which the Customer hereby consents - to the addresses indicated in the Customer Data Sheet.

12.3 Poste also reserves the right to change or supplement the technical specifications of the services published on the Poste website. These changes/additions will be advertised on www.poste.it in the dedicated sections and on the PosteDeliveryBusiness portal.

12.4 If the Customer does not intend to accept the changes referred to in paragraphs 12.2 and 12.3 above, it may withdraw from the Contract according to the methods described in Art. 9 above. In the absence of withdrawal by the Customer, to be communicated within 30 days following receipt of the communication sent by Poste, the changes shall be considered as having been accepted.

12.5 Poste reserves the right to suspend and/or limit the Service by promptly informing the Customer, while also reserving the right to agree upon different modalities for the performance of the Service itself; this is without prejudice to Poste's right to suspend the Service without notice in the event

(i) of non-payment by the Customer, in whole or in part, of one of the invoices referred to in Art. 5 above, (ii) of failure to release/supplement the guarantee referred to in Article 6 above (iii) of detection of anomalies, also in terms of significant excess of the volumes indicated in the Customer Data Sheet as well as (iv) of breach by the Customer of even one of its obligations. The Service may be reactivated upon fulfilment by the Customer of the provisions of (i) to (iv) above.

12.6 In the event that the electronic wallet, where chosen by the Customer, proves to be insufficient even after the debiting of further amounts as defined in the Administrative Annex, the Service may be suspended until the full amount is topped-up.

13 TERMINATION

13.1 Poste may terminate this Contract by written notice to be sent to the Customer by means of Certified E-mail in any case of default by the Customer of one or more of its obligations, provided that the Customer has not remedied its default within the following 15 days from Poste's request.

13.2 This Contract may be terminated by operation of law, pursuant to and for the purposes of section 1456 of the Italian Civil Code, if

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the Customer fails to make payments twice for amounts in excess of €5,000.00, including if not consecutive, without prejudice to any further compensation for damages and the applicability of any late payment interest.

14. JURISDICTION

14.1 All disputes arising from the execution and interpretation of the Contract the Court of Rome shall have jurisdiction, except in the case of the mandatory jurisdiction of the Public Administration, in accordance with the provisions of section 25 of the Italian Code of Civil Procedure.

15. CONFIDENTIALITY

15.1 Each of the parties acknowledges that all the information concerning the other Party, its corporate organisation, its activity, its Customers, the methods of conducting its activity and, in general, any information of which it becomes aware due to or as a result of this Contract (hereinafter, simply "Information") is strictly private and confidential and, consequently, each of the parties undertakes not to disclose it to third parties (including companies belonging to the Poste Group), and not to use it for any purpose other than the execution of the Contract, ensuring similar confidentiality by its employees, consultants and/or collaborators to whom the Information, for use or assistance, has been communicated. As a consequence, each of the parties undertakes:

- to adopt all the necessary measures in order not to prejudice the confidentiality of the Information;
- not to disclose, transfer or reveal the Information to third parties, unless such disclosure, transfer or revelation is laid down by law or required by an order of the Legal Authority;
- to safeguard the Information, in whatever form it is reported, with the utmost care.

15.2 The confidentiality obligation does not apply to Information which, at the date this Contract is signed, is already in the public domain or becomes so due to causes outside the control of the Party under the obligation of confidentiality.

16. PERSONAL DATA PROCESSING

16.1 Each of the Parties, in respect of the activities falling within their respective and specific areas of responsibility, acknowledge that, within the scope of personal data processing related to carrying out the activities specified in these GTC, they shall act as Independent Data Controllers pursuant to the GDPR, in full compliance with the provisions of the regulations on personal data protection.

More specifically, Poste Italiane shall act as Independent Data Controller, in terms of the GDPR, with regard to the processing of personal data related to the activities specified in these GTC and inherent to the address/delivery of shipments. The persons authorised to process the data shall be identified by each Data Controller and shall work under their direct authority, following the instructions given by them.

The Parties mutually undertake to observe and ensure that their employees and collaborators observe, for the entire duration of the GTC, the provisions on processing personal data in relation to the activities carried out and, in particular, not to communicate or disclose any information or documentation acquired as a result of these GTC to third parties, under penalty of assuming liability for damages caused by improper use. The data collected and/or transmitted shall be used solely for the purposes of carrying out the services covered by these GTC and for the time strictly necessary to carry them out.

The Parties undertake to adopt all appropriate technical and organisational measures to ensure that processing meets the requirements imposed by the applicable regulations and guarantees the protection of the rights of the data subject. The Parties also undertake to ensure the confidentiality and security of the data and to prevent the risks of data destruction and loss, even accidental, unauthorised access or processing that is not permitted or does not comply with the purposes of data collection.

With regard to the delivery customisation service, it is specified that when Poste sends a notification to the Recipient it shall be deemed to have been lawfully carried out only if the Customer has sent Poste the contact details of the latter and the Parties mutually acknowledge that:

- the contact details of every Recipient (name, address, email and/or mobile telephone number) provided, by the Customer to Poste in order to allow the latter to send the Recipient the notices required to provide the customised delivery service, were obtained by the Customer directly from the recipients of the shipments, after informing the data subjects of the purposes and the communication of their data to the parties in charge of the delivery;
- with the signing to these GTC, the Customer declares that as the Company Data Controller of the processing appointed for the delivery of shipments, it is authorised to send Poste the aforementioned contact details of each Recipient, holding Poste harmless from any liability in this regard;
- that Poste shall be obliged, on an independent basis, to provide the "natural person" Recipient of the shipment, with an appropriate information notice pursuant to the GDPR, at the time of sending the information notice and/or notification and/or on the first communication provided on the shipment's status.

16.2 For whatever is not expressly indicated by the Parties regarding the protection of personal data, reference is made to the privacy policy provided by Poste Italiane, which the Customer declares to have read.

17. COMMUNICATIONS

17.1 Any communication between the parties relating to the Contract must be sent to the addresses indicated on the Customer Data Sheet.
17.2 The Customer is obliged to notify Poste in writing of any change to their data required for the provision of the Service.
17.3 The Customer is aware that all communications sent by Poste to the last address made known by the Customer will be deemed to be known to the latter.

18. FINAL PROVISIONS

18.1 The Parties hereby stipulate that henceforth, pursuant to and in accordance with Section 1419 of the Italian Civil Code, should one or more clauses of the Contract become invalid, entirely or in part, the other clauses of the Contract will remain in force, and the invalid clauses shall be replaced, subject to agreement between the parties, with fully valid and effective provisions, unless such invalid clauses are essential in nature.
18.2 The Customer is expressly forbidden to assign the Contract to third parties, even free of charge, without the written consent of Poste.
18.3 Poste and the Customer expressly declare that they are two independent contracting parties and, therefore, acknowledge that no provision of this Contract shall constitute, or may be so interpreted as, a corporate relationship, i.e. an agency, partnership or joint venture between Poste and the Customer.
18.4 Therefore, under no circumstance may one Party act or represent itself, expressly or implicitly, as an agent of the other Party, nor in any way accept or contract, or attempt to accept or contract, any obligation on behalf or in the name of the other Party.

19. RULES OF ETHICS AND CONDUCT

19.1 The Poste Italiane Group has adopted

- a Code of Ethics
- an Organisation, Management and Control Model pursuant to Legislative Decree 231 (hereinafter "Organisational Model 231") that complies with the principles and guidelines set out in Legislative Decree 231/2001
- an Integrated Policy

to which Poste bases the conduct of its business and the management of its internal relations.

The Code of Ethics, the Organisational Framework 231 and the Comprehensive Policy are available for consultation on the website www.poste.it.

19.2 In accordance with the aforementioned norms, this section specifically outlines the ethical and social guidelines and obligations with which a Customer of Poste Italiane is required to comply.

Business relationships with Customers are carried out in mutual respect of impartiality, cost-effectiveness, transparency, loyalty and professional fairness, avoiding relationships that may generate personal benefits or conflicts of interest.

In this regard, Poste Italiane Group promotes the adoption of ethical standards of conduct by its customers and encourages them to disseminate ethical principles and responsibility.

19.3 In relation to the above, the Customer shall make sure, for itself and for its employees and/or collaborators, to comply in their relations with the Poste Italiane Group with the principles of good faith, diligence, collaboration, reliability, integrity, transparency, loyalty, and professional fairness.

19.4 The Customer undertakes to foster the application of the aforementioned ethical principles also towards any third parties directly or indirectly involved in whatever relationship with the Poste Italiane Group.

In particular, without prejudice to the laws in force and to the obligations specifically provided for in other provisions of this Contract, the Customer:

- undertakes to comply with the regulations on competition, both EU and domestic, and on unfair commercial practices, refraining from anti-competitive or in any case unethical conduct that is contrary to

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the rules protecting competition and the consumer code;
- undertakes to treat as confidential any news, documents, information, concepts and know-how, directly or indirectly concerning the activities of the Poste Italiane Group, of which it may become aware as a result of the relations established;
- undertakes to comply with the environmental protection regulations also in order to preserve the quality of the territory in which it operates and to promote a better use of natural resources;
- operates in compliance with the regulations in force on the prohibition of intermediation, interposition and contracting of labour services;
- undertakes to respect the basic rights and dignity of its employees in compliance with current labour legislation;
- does not allow any form of corruption, direct or indirect, towards Poste Italiane Group employees.

19.5 Furthermore, the Customer declares for itself and for its employees and/or collaborators that it is aware of the current legislation on the administrative liability of legal persons, companies and associations and, in particular, of the provisions of Legislative Decree No. 231/2001 and that it will conduct its business and manage its internal relations in strict compliance with said legislation and therefore undertakes not to behave in such a way as to commit, even if attempted, the offences contemplated therein and to adopt and implement, where appropriate, procedures to prevent such violations.

20. BINDING CLAUSES AND ANNEXES

20.1 The ensuing provisions are deemed onerous terms contained in these General Terms and Conditions and require the Customer's express and separate written approval upon acceptance, pursuant to and for the purposes of sections 1341 and 1342 of the Italian Civil Code:
- articles 2.3, 2.8, 2.9, 2.10 and 2.11 (Contents and packaging of shipments, weight and formats); 3.4 and 3.5 (Methods and delivery times and storage); 4.7, 4.8 and 4.9 (Additional services and delivery options); 6.1 and 6.2 (Guarantees); 7.1, 7.2, 7.3 and 7.5 (Obligations and liabilities of Poste); 8.1, letters (k) and (l), 8.2, 8.4, 8.5, 8.6 and 8.7 (Obligations and liabilities of the Customer); 10.1 (Complaints); 11.4 (Use of the trademark); 12.1, 12.3, 12.4, 12.5 and 12.6 (Amendments and suspension); 13.1 and 13.2 (Termination); 14 (Jurisdiction); 16.1 and 16.2 (Personal data processing); 18.2 (Final provisions); 19 (Ethical and conduct rules) of the GTC;
- articles 2.4 (Fees and duties); 3.3 (Invoicing, payment methods and guarantee); 4.1(c) (Obligations and liabilities of the Customer); 5.2, 5.3, 5.4 and 5.5 (Obligations and liabilities of Poste) of Document 5 – General Terms and Conditions of the "Duty Management Service" supplementary service for the United States of America.

20.2 Contract annexes:
- Annex A "Prices";
- Annex B "Administrative Annex";
- Annex C "Privacy policy for legal persons and similar entities provided by Poste Italiane S.p.A." or alternatively "Privacy policy for natural persons and similar entities provided by Poste Italiane S.p.A.";
- Annex D "Pick-Up Locations" (mandatory if the Customer uses the Service for its own shipments).

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