

GENERAL CONDITIONS OF CARRIAGE

ARTICLE 1 - Purpose

These general conditions of carriage ("**GCC**") of CHEMVIRON ITALIA S.r.l. ("CHEMVIRON ITALIA") shall form an integral part of every agreement, howsoever referred to, whether a tariff agreement, individual provision or other document issued or signed by CHEMVIRON ITALIA, (the "**Contract**") for the completion of the carriage of goods, both national and international (the "**Shipment**"). The GCC shall regulate the Shipment without the need, in terms of all those aspects not otherwise regulated by the contracting parties in writing, for an express reference thereto.

ARTICLE 2 - Efficacy of the GCC

If the company entrusted with the Shipment (the "**Carrier**") has its own general conditions applicable to the Shipment that contain provisions which are contrary to the contents of the purchase order issued by CHEMVIRON ITALIA (hereinafter, the "**Purchase Order**" or the "**Purchase Orders**"), of the Contract or of the GCC, the said company will waive those conditions, and the Purchase Order, Contract and GCC shall in any event prevail over any other document from the Carrier relating to the Shipment.

ARTICLE 3 - Quotes and purchase orders

3.1. Quotes relating to the completion of the Shipment that are issued by the Carrier or its agents or representatives shall be binding on the Carrier, in particular as far as concerns the price and times of completion of the Shipment.

3.2. If the Shipment takes place as the result of the issue of a Purchase Order, this Purchase Order, duly signed and forwarded to the Carrier, shall form a simple contractual proposal, cancellable by CHEMVIRON ITALIA, which shall become binding on the latter only if accepted in writing by the Carrier through confirmation of the Purchase Order, such confirmation to be dated and signed by the same, as of the date of receipt by CHEMVIRON ITALIA.

If however CHEMVIRON ITALIA requests the cancellation of any Purchase Order, the Carrier must accept such cancellation, thereby waiving any claim for compensation for any damages that might possibly have been suffered in consequence of the cancellation. If notification of the cancellation of any Purchase Order is received following acceptance of the same by the Carrier, the latter will only be entitled to the reimbursement of the expenses incurred and documented up until such date, with any claim for compensation for the loss or damage that might possibly have been suffered being in any event ruled out.

ARTICLE 4 - Procedures for completion of the Shipment

4.1. The Carrier undertakes to ensure, through the appropriate organisation of staff and vehicles, that the service is provided accurately and in a careful manner.

When completing the Shipment, the Carrier must guarantee the full availability of the vehicles required, based on the types of carriage and on the timelines specified from time to time by CHEMVIRON ITALIA.

The Carrier undertakes to comply with whatever is laid down in the procedure for loading and unloading vehicles at CHEMVIRON ITALIA establishments (or, otherwise, with the procedures of other loading/unloading sites) and with the instructions given by the staff present at such sites, and shall refrain from undertaking any activity unrelated to and different from the Shipment with which the Carrier has been commissioned, being then in such case in any event liable towards CHEMVIRON ITALIA for all the consequences that might arise from this.

4.2. The Carrier will be responsible for arranging in good time for the vehicles required for the completion of the requested Shipment to be available on the days and at the times set. Should the Carrier arrive earlier than the time set in the instructions received from CHEMVIRON ITALIA, the period of time that elapses between the arrival of the vehicle and the contractually agreed time will not be counted for the purposes of the calculation of any threshold. The vehicles must arrive for loading in perfect working order, with a level of cleanliness such as to guarantee the goods carried against any possibility of contamination and/or deterioration, and be technically suited to the carriage for which they are intended to be used. The Carrier undertakes to equip the vehicles with the safety equipment necessary for their operation inside the establishments and/or depots of CHEMVIRON ITALIA and/or third parties (flash guard, anti-static keychain, etc.

4.3. Unless otherwise requested by CHEMVIRON ITALIA, loading/unloading activities will only be performed during the normal working hours of the consignor/consignee facility.

The vehicle's staff shall be responsible for complying with the following instructions:

- a) familiarising themselves, where they have not already done so, with the internal safety/security rules and regulations applicable at the loading/unloading sites;
- b) taking the vehicles to the assigned area where they are to be weighed and their entry and departure registered;
- c) parking in the designated pre-prepared service areas, remaining in the vehicle or in its immediate vicinity and complying with the instructions given by the staff of the facility;
- d) positioning the vehicle for the loading/unloading activities, in line with the indications given by the staff of the facility;
- e) turning off the engine, leaving the keys on the dashboard, applying the handbrake and possibly locking the wheels using suitable wheel chocks;
- f) handing over the documents accompanying the goods forming the subject of the Shipment required by the staff of the facility;
- g) waiting in marked out, identified areas, ready to act at the request and in coordination with the staff of the establishment and/or depot where needed, providing the aforementioned staff with their utmost cooperation;
- h) except in cases of emergency or of force majeure, refraining within the establishments and/or depots from undertaking anything that does not fall within their remit or that might in any event (e.g. maintenance) prove to be hazardous bearing in mind the circumstances of their environment;
- i) checking that the goods have been properly stowed and, on completion of the loading operation, checking that the activities of weighing and control and, where necessary, sealing of the load with a lead seal, have been duly performed;
- l) restarting the engine and moving away in the vehicle only on indication by the staff of the facility.

In driving the vehicle, and even if the goods have been loaded by the staff of the facility, the driver assumes full responsibility for checking that the load falls within the limits of the vehicle's carrying capacity and within what is normally considered to be prudent, and for ensuring that the load is arranged in such a way as to prevent falling hazards en route and as to cope with all foreseeable fortuitous road traffic incidents, such as sudden braking, hairpin bends, unevenness of the road surface, etc.

The vehicle's staff shall comply with all the instructions given, and that might be given, by CHEMVIRON ITALIA with regard to the activities of loading, weighing, carrying, unloading and delivery of the goods forming the subject of the Shipment.

4.4. The Carrier undertakes moreover, in particular, to meet the following requirements:

- a) vehicles must comply with the regulations of the Highway Code and with the regulations contained in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), where applicable, and with all other national and EU regulations in force and applicable to the type of Shipment commissioned;
 - b) in signing the Contract, the Carrier declares that it is familiar with the regulations regarding the handling and carriage of the goods to be shipped;
 - c) the Carrier and the staff employed or assigned by the Carrier must familiarise themselves with the chemical and physical properties of the goods to be shipped and the related safety regulations;
 - d) the Carrier undertakes to instruct staff employed or assigned by the Carrier in the use of suitable protective clothing or means of protection (such as protective goggles, gloves, safety boots) whenever such use proves to be necessary and appropriate. The Carrier undertakes to ensure that staff employed or assigned by the Carrier comply with all statutory provisions and/or internal safety regulations in force at the facilities at which the loading and/or unloading activities are performed, which they shall in any event be made aware of;
 - e) the Carrier warrants that the staff of the vehicles (even if the vehicles are not owned by it) will be provided with safety and immediate response equipment in compliance with the regulations in force and, where required, with the appropriate permit qualifying them to handle and/or carry goods;
 - f) on arrival at the establishment for loading, the vehicle's staff must hand over a signed declaration attesting to the suitability of the vehicle and to the fact that it has been properly cleaned;
 - g) the vehicle's staff must respect the working hours and procedures for access to the establishment and/or depot of the consignor and/or consignee, the internal road signage, the route to be followed, what side of the road to drive on, the maximum speed limits, no smoking rule, etc.. Stopping in pre-prepared areas must be limited to the time strictly necessary for completing administrative procedures and loading or unloading activities;
 - h) the vehicle's staff must not use factory vehicles and equipment unless specifically authorised to do so;
 - i) the vehicle's staff must, in case of an emergency, comply with the instructions given by the manager of the loading/unloading facility or by the staff employed by the latter;
 - l) the loading/unloading activities shall be performed exclusively by authorised personnel of the establishment and/or depot of the consignor/consignee, with the sole exception of cases where, for technical reasons, such activities have to be performed by (or with the participation of) the Carrier, who must in any event coordinate beforehand with the authorised personnel of the loading/unloading site. The vehicle's staff are in any event obliged to attend all loading/unloading operations in order to intervene promptly in case of an emergency, at the request of and in coordination with the staff of the establishment and/or depot, providing the aforementioned staff with their utmost cooperation.
 - m) in completing the Shipment, the Carrier shall strictly comply with all legislative and statutory provisions designed to ensure the safety of road traffic, with particular reference to Articles 61 (clearance gauge), 62 (maximum authorised mass), 142 (speed limits), 164 (arrangement of load on vehicles), 167 (carriage of goods on motor vehicles and trailers) and 174 (driving hours of motor vehicles used for the carriage of persons or goods) of Legislative Decree 285/1992 (Highway Code);
 - n) furnish, in accordance with Article 83-bis, para. 4-sexies of Decree Law 112/2008 converted, with amendments, by Law No 133/2008, as subsequently amended, a certificate issued by social security agencies, which shall be no more than three months old, providing evidence of the due payment of insurance premiums and social security contributions.
- 4.5.** Should the Carrier be for any reason unable to commence the requested Shipment on time, CHEMVIRON ITALIA may, once 48 (forty-eight) hours have elapsed with effect from the notice to comply, forwarded by fax or email, arrange this directly or assign the completion thereof to third parties, without its being possible for the Carrier to claim anything in this regard. This is in any event without prejudice to CHEMVIRON ITALIA's right to compensation for the damages suffered, which shall include, for illustrative purposes only, reimbursement of the additional charges incurred by CHEMVIRON ITALIA on arranging for the Shipment to be completed by third parties.

ARTICLE 5 - The Carrier's principal obligations

5.1. Liabilities incurred in consequence of the completion of the Shipment (e.g. for loss or damage caused to the goods shipped, for delays, for the lack of the necessary transport documentation, for loss or damage arising from the activities performed by the Carrier at the establishments and/or depots of CHEMVIRON ITALIA and/or of third parties, etc.) shall be wholly and exclusively attributable to the Carrier, whether the Shipment is completed directly by the said Carrier or by third parties assigned by the latter in the cases provided for in Article 8 below. The Carrier undertakes to indemnify and hold harmless CHEMVIRON ITALIA against each and every liability in this regard. The Carrier will in particular be liable for the quality and quantity of the goods handed over to it from the moment in which the same are loaded onto the vehicles to the moment in which they are accepted for delivery by the consignee. Should there be any damage to the goods to be shipped or to the packaging, this must be immediately notified at the time of loading to the authorised personnel.

5.2. The Carrier shall ensure that it is aware of and that it complies, in the completion of the Shipment, with all the regulations, both national and international, applicable to the Shipment with which it has been commissioned and that it is in possession, and shall remain in possession for the entire term of the Contract, of all the authorisations,

permits, qualifications and licences necessary for the proper performance of the same and, in general, of its activities, and of the necessary requisites in terms of technical and professional suitability required for the completion of the Shipment and/or required by specific regulatory or administrative provisions, undertaking to submit to CHEMVIRON ITALIA, on request, a copy of the related documentation. In particular, the Carrier will indemnify and hold harmless CHEMVIRON ITALIA in case of any confiscation of the goods shipped ordered pursuant to Article 7, para. 2 of Legislative Decree 286/2005. For dangerous goods, in particular, the Carrier shall ensure that it complies with everything provided for in Article 6 below.

The Carrier undertakes to request, and to make its directly employed staff and/or its associates, including any sub-carriers where applicable, aware of and ensure their compliance with all internal safety regulations and provisions in force at the loading/unloading sites.

5.3. The Carrier shall ensure that the vehicles used by it always conform to the specifications as stated in the Contract, and that they are in order having regard to the statutory provisions currently in force and applicable to the commissioned Shipment and relating, in particular, to the safety of the load, to the transport and to the unloading and that, where new regulations are issued, it will make the necessary changes to the same in good time. The Carrier shall moreover guarantee the accurate, ongoing maintenance of the vehicles in such a way as to ensure that no incidents due to inadequate inspection and/or maintenance can ever occur.

5.4. The Shipment will be undertaken at the risk of the Carrier, who must therefore arrange for it to be covered by an insurance policy with adequate limits of liability covering all risks of damage, nothing excepted (in particular, damage caused by accidental spillage), that might be caused to persons (including third parties carried), animals or property either by the vehicles or by the load, both during the journey and in the course of the manoeuvres of loading/unloading the vehicles inside the establishments and/or depots of CHEMVIRON ITALIA and/or of third parties, both for vehicles owned by the Carrier and for the vehicles of third parties procured by it. The Carrier must provide CHEMVIRON ITALIA, on simple request, with a copy of the aforesaid insurance policy and undertakes to keep the said policy in force for the entire term of the Contract. It is understood that the conclusion of the policy, and in particular the limits of liability of the insurance coverage provided for therein, shall in no way constitute a limitation of the Carrier's liability for liabilities above and beyond those attributable to the latter under the Contract and the GCC.

5.5. In case of the total or partial loss of the goods shipped, the Carrier shall notify this immediately to the people in charge at CHEMVIRON ITALIA. It is however understood that apart from the compensation payable, pursuant to what is laid down in Article 1696 of the Civil Code, for the damage to the load, the Carrier shall be liable for the harmful consequences that might ensue as the result of failings or detriment encountered in terms of the provision of the service assigned to it.

5.6. Save what is provided for in subsection 4.5 above, if the completion of the Shipment is for any reason prevented, even if only temporarily, the Carrier shall be obliged to inform CHEMVIRON ITALIA without delay in writing (or verbally, but with subsequent written confirmation) of the circumstance, indicating the impact on the delivery times agreed and complying with any instructions that it might possibly be given by CHEMVIRON ITALIA. In any event, if the Carrier does not receive instructions from CHEMVIRON ITALIA on time, it shall be obliged to keep the goods shipped in its safekeeping until they are unloaded at the agreed site and to take the most appropriate measures in the interest of the latter for the preservation of the goods shipped, being in any event liable for any loss or damage suffered by CHEMVIRON ITALIA, including as the result of the delay to the agreed delivery times.

5.7. The Carrier undertakes, assuming each and every liability for this, to comply with all statutory and regulatory provisions, and the provisions of any collective agreements, in force on matters relating to transport and, in particular, apart from those covering employment, with provisions relating to the treatment for insurance and social security purposes of the manpower employed, and with all existing general and special provisions on matters relating to accident prevention and hygiene at work and with whatever is provided for by the national trade agreements that the Carrier comes under, undertaking to indemnify and hold harmless CHEMVIRON ITALIA against any liability whatsoever in this regard.

5.8. The Carrier undertakes, both at the quotation stage, or in any event on the date the Contract is signed, and subsequently on a four-monthly basis, to submit to CHEMVIRON ITALIA the DURC (*document attesting to the fact that the company is up-to-date with social security contributions*) ("DURC"), updated as of the date of delivery, together with a declaration in lieu of the attested affidavit, the latter also updated as of the date of delivery, made by the legal representative pursuant to Article 47 of Presidential Decree No. 445/2000 attesting to the fact that all the salary payments, including any elements of staff severance pay, due to the workers deployed in the performance of the Contract have been duly made up until that date. Upon the termination for whatever reason of the Contract, the Carrier undertakes moreover to furnish CHEMVIRON ITALIA with a certificate issued by social security agencies, which shall be no more than three months old, providing evidence of the due payment of insurance premiums and social security contributions, as provided for by Article 83a, para. 4e, of Decree Law No. 112/2008, converted, with amendments, by Law No. 133/2008, as subsequently amended

ARTICLE 6 - Dangerous goods

6.1. In the event that the commissioned Shipment covers dangerous goods (including hazardous waste liable to be made subject to the same regulatory regime), the Carrier warrants that it has the specific knowhow for the carriage of this type of goods and, in particular, that it has the means of transport necessary for such purpose that conforms with both the national and international regulations applicable.

6.2. The Carrier shall ensure that it is aware of and that it complies with all the regulations, both national and international, currently in force in relation to the carriage by road of dangerous goods, in particular the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR") and Legislative Decree 35/2010, and that it is in possession of all the authorisations, permits, qualifications and licences necessary for the performance of the said activities.

6.3. The Carrier shall receive, on commencement of the loading operations, general safety instructions drawn up in accordance with the body of regulations governing the carriage of dangerous goods. The Carrier must nevertheless check that the goods

handed over to it are authorised for transport in accordance with the aforesaid regulations, where applicable.

6.4. The Carrier must present, at the site where the loading is due to take place, the documents relating to the specifications of the vehicle used for the Shipment and prior to completing the Shipment, must check that the transport documents required by the regulations currently in force are all on board the vehicle.

6.5. The Carrier must always carry out, for that part of the activity that falls within its remit, checks and statutory and technical controls on the occasion of the loading and unloading operations and, in particular, must check the tightness of the mechanisms for locking the containers containing the goods.

6.6. If the completion of the shipment is for any reason prevented, even if only temporarily, the driver must apply the ADR requirements relating to the surveillance of vehicles. In particular, in case of any setback or incident during the Shipment or in the course of the operations of loading/unloading the goods, the Carrier must notify CHEMVIRON ITALIA without delay, sending the latter, including by fax sent in advance by email, an account of what has occurred. This account must specify the causes, circumstances, consequences and effects of the occurrence, as well as the preliminary measures to be adopted by the Carrier, by CHEMVIRON ITALIA and, otherwise, by the consignor or consignee of the goods shipped.

6.7. The insurance policy concluded by the Carrier pursuant to subsection 5.4 above must be of an amount sufficient to cover the liability under civil law for physical damage and consequential loss or damage (such as contamination, environmental damage, delivery error) caused to persons or property and connected with the operations of loading, unloading and shipping the goods.

ARTICLE 7 - Consideration, billing and payments

7.1. The amount due by way of consideration for the Shipment is understood to be fixed and invariable and may not therefore be subject to upward revisions of any kind. The effect of any upward variation in the consideration brought about by the application of mandatory statutory provisions on matters relating to consideration under contracts of carriage will be limited to the period of validity of the aforesaid provisions.

Unless otherwise agreed in writing, the consideration is in any event understood to be all-inclusive of any expenses necessary to carry out and complete the Shipment. The Carrier therefore undertakes to meet any expense and/or charge additional to the agreed prices, hereby waiving any right of recovery against CHEMVIRON ITALIA.

The receivable arising from the completion of the Shipment is not assignable to third parties, pursuant to Article 1260, para. 2, of the Civil Code.

7.2. The mode and terms of payment will be those indicated in the Contract. If the contracting parties do not specify anything in this regard, payment for the completed Shipment will be made within 60 (sixty) days of the date of issue of the relevant invoice and in line with the procedures that CHEMVIRON ITALIA opts for. CHEMVIRON ITALIA will nevertheless be entitled, pursuant to Article 1252 of the Civil Code, to invoke against the Carrier, by way of an offset, sums payable by the latter in case of the non-performance of the Contract.

ARTICLE 8 - Sub-carriage

8.1. Sub-carriage in whatever form is prohibited without the specific, prior written authorisation of CHEMVIRON ITALIA.

8.2. Any authorisation from CHEMVIRON ITALIA is in any event conditional upon the conclusion between the Carrier and the sub-carrier of a written contract of sub-carriage that provides for the sub-carrier to assume the same obligations as those assumed by the Carrier under the GCC, a copy of which must be submitted on request to CHEMVIRON ITALIA, as well as the undertaking not to undertake, in turn, further sub-carriages in breach of the legislative provisions in force. The Carrier will in any event remain directly liable towards CHEMVIRON ITALIA for the actions of the sub-carrier and of its employed workers and/or associates, hereby undertaking to indemnify and hold harmless CHEMVIRON ITALIA against any claim and/or demand that the latter might make. The Carrier will moreover assume the burdens and responsibilities incumbent upon the Principal in terms of checking that the sub-carrier's operations are in due order, assuming liability for this directly pursuant to and for the purposes of para. 4c of Article 83a of Decree Law No. 112/2008, converted, with amendments, by Law No. 133/2008, as subsequently amended, hereby undertaking to indemnify and hold harmless CHEMVIRON ITALIA in this regard.

Article 9 - Termination and suspension of the Shipment

9.1. The Contract will be understood to have automatically terminated pursuant to and for the purposes of Article 1456 of the Civil Code in case of the failure by the Carrier to observe even just one of the following provisions:

- Article 2 (Efficacy of the GCC);
- Article 4.2 (Shipment Procedures);
- Articles 5.1, 5.2, 5.3, 5.4 and 5.6 and 5.8 (The Carrier's principal obligations);
- Article 6 (Dangerous goods)
- Article 8 (Sub-carriage).

9.2. The Contract will also be understood to have been automatically terminated if the state of the Carrier's financial circumstances is such as to lead to an assumption of insolvency (e.g. existence of dishonoured bills).

9.3. In the cases provided for in subsections 9.1 and 9.2 above, termination will take place as of right whenever CHEMVIRON ITALIA notifies the Carrier that it intends to invoke the termination clause.

9.4. In case of any disputes in relation to the Shipment, unless otherwise notified by CHEMVIRON ITALIA in writing, the Carrier may in no event suspend the completion of the Shipment, and this circumstance alone may not cause CHEMVIRON ITALIA to incur any liability.

ARTICLE 10 - Ethics and Compliance

The values of the Kuraray Corporate Statement, Compliance Handbook and of the Calgon Carbon Code of Conduct are essential to CHEMVIRON ITALIA to create a sustainable value. The Carrier agrees to comply with the said Statement, Handbook and Code of Conduct which can be found at CHEMVIRON ITALIA's website (www.chemviron.eu) or which will be sent when requested.

ARTICLE 11 - Final provisions

11.1. The Carrier and CHEMVIRON ITALIA reciprocally and formally acknowledge the fact that, solely for the purposes of the completion of the Shipment, they undertake to process the personal data of which they will become aware during the Contract in compliance with the regulations set forth in EU Regulation 2016/679 and in Legislative Decree 196/2003 as amended by Legislative Decree 101/2018, and to communicate such data to third parties, again solely for such purposes.

11.2. Italian law shall be the law applicable to the Shipment and, in case of international carriage, the "Contract for the international carriage of goods by road" (CMR) signed in Geneva on 19 May 1956. For anything that is not expressly provided for therein, the Carrier and CHEMVIRON ITALIA agree to refer to the current regulations applicable to the Shipment.

11.3. For any dispute that might arise in relation to the Shipment and that cannot be resolved amicably between the contracting parties, and notwithstanding the prior attempt at the assisted negotiation proceedings provided for in Chapter II of Decree Law No. 132/2014 (converted, with amendments, by Law No. 162/2014), the Court of Milan will have sole jurisdiction.

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(The Carrier)
(Stamp and signature)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the following clauses have been specifically approved:

- Article 2 (Efficacy of the GCC);
- Article 3 (Quotes and purchase orders);
- Article 5 (The Carrier's principal obligations);
- Article 6 (Dangerous goods);
- Article 7.2 (Payments);
- Article 8.2 (Sub-carriage);
- Article 9.4 (Suspension of the Shipment);
- Article 11.3 (Sole jurisdiction).

(The Carrier)
(Stamp and signature)