360 PAY

TRANS MODAL S.r.l.
Rail Intermodal Shipments
Società con unico socio e soggetta alla direzione e coordinamento da parte di 360 Payment Solutions S.p.A.

Sede Legale
Via Quintino Sella, 3
20121 Milano, Italia

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transmodalsrl@legalmail.it

Ufficio amministrativo
Via Bressani, 4/C
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www.360pays.com

Capitale Sociale
Euro 30.000,00 i.v.
P.Iva 06752410966
C.F. / Registro delle imprese
di Milano 06752410966
REA Milano MI – 1912158
UID IT06752410966

TRANS MODAL SERVICES APPLICATION FORM

Company Name

Taxpayer ID | VAT Code

Registered Offices address: | Post Code

City | Country

Administrative/operating headquarters address: | Post Code

City | Country | Phone

Email | PEC | SDI (for electronic invoicing)[1]

I wish to receive a hard copy (.pdf format) of invoices: yes ☐ no ☐ email:

LEGAL REPRESENTATIVE DATA

Name | Surname

Place and date of birth | Taxpayer ID No.

Address of residence

Form of ID | E-mail

The undersigned Legal Representative declares:

- that the identification details of the Company and the Legal Representative reported above are complete and accurate;
- to have carefully read and understood the following General Conditions of Supply, which can be found also at www.360pays.com/en/services/rail, and to accept them unconditionally, with special reference to Article 10 ("Liability"), Article 12 ("Right to Modify the Terms and Conditions and to Suspend/Interrupt the Provision of the Services"), and Article 14 ("Privacy");
- to have received a copy of this Application to Join the Trans Modal Services and the relative General Conditions of Supply.

The undersigned Legal Representative acknowledges that the signing of this application shall have the value of a contractual offer, and shall not bind Trans Modal S.r.l. to enter into any contractual relationship. The provision of services is subject to the exclusive and final discretion of Trans Modal S.r.l., which reserves the right to reject this application without the obligation to state the reasons thereof.

The undersigned Legal Representative declares that he/she has received a copy of the aforementioned documents in one of the two versions, Italian or English, which shall prevail for interpretative purposes, and acknowledges that, pursuant to Article 15 ("Governing Law and Jurisdiction"), any version in another language has been provided for information purposes only.

Place and Date **Company Stamp and signature of the Legal Representative**

[1] An SDI Code is assigned to users to access the Italian Revenue Agency's electronic invoicing platform [*Sistema di Interscambio*]. As of 1 January 2019, electronic invoicing is mandatory for VAT-registered businesses operating in Italy [T.N.].

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TRANS MODAL SERVICES GENERAL CONDITIONS OF SUPPLY

Art. 1 - Definitions

Trans Modal shall mean Trans Modal S.r.l., with registered office at Via Q. Sella n. 3, 20121 Milan and administrative office at Via G. Bressani n. 4/C, 29017 Fiorenzuola d'Arda (Pc), Taxpayer ID and VAT Code 06752410966.

CGS shall mean these General Conditions of Supply of the Trans Modal Services.

Client shall mean a legal entity which, after signing the Application to Join the Trans Modal Services and after receiving confirmation from Trans Modal pursuant to and in the manners detailed under Article 3 of these General Conditions of Supply, uses the services provided by Trans Modal.

Application to Join shall mean the contractual offer form, shown above, by which the Client provides its personal details and asks Trans Modal to provide its services.

Railway Company/ies shall mean the entities providing rail freight transport services on domestic and international routes.

Commercial Offer shall mean the document drawn up by Trans Modal and addressed to the Client, detailing the characteristics of the service offered (port of departure, port of arrival, timetables, transit time, etc.), the prices and manners for using the service, and the terms and conditions for payment. The Contractual Offer has a valid date and an expiry date.

Account shall mean the unique code assigned by Trans Modal to identify the contact and accounting details of the Client within the computer and administrative systems of Trans Modal.

Art. 2 - Subject Matter

The provision of Trans Modal services, under the terms and conditions laid down in the Commercial Offer reserved to the Client, and in compliance with these CGS, for providing the commercial assistance and support requested by the Client for purchasing and using one or more of the services listed below:

- use of the various train and intermodal approved routes (by way of example and not limitation, Autostrada Ferroviaria Alpina, Ralpin, RCA Rail Cargo Austria, Viia, etc.), in the manners detailed under Article 3 below and pursuant to Articles 1731 et. seq. of the Italian Civil Code;
- on request by the Client, Trans Modal may provide, if falling within its specific competences or where it should deem it possible, preliminary consulting and assistance to support the Client when facing difficulties within the scope of the service purchased, with the exclusion of incompatible circumstances, conflicts of interest (including potential), or additional reasons at the sole discretion of Trans Modal.

Art. 3 - Conclusion of Contract and Provision of the Services

By signing the Trans Modal Services Application Form, the Client makes a formal contractual offer to receive the services provided by Trans Modal.

The Client's offer is deemed to have been accepted, and the relative contract shall be deemed to have been concluded, when Trans Modal confirms to have made the requested services available.

The services provided by Trans Modal are made available to the Client in the following manners:

- bookings handled directly between Client and Railway Company;
- bookings through Trans Modal's customers' service.

3.1 - Bookings Handled Directly between Client and Railway Company

Trans Modal may offer the client the possibility of completing their bookings by contacting the Railway Companies directly. In this case, Trans Modal undertakes to provide the Client all the contact details necessary to use such possibility, and guarantees its assistance in case of need. Furthermore, Trans Modal informs the Railway Companies that the Client has clearance to make their own bookings directly, undertaking to pay for such bookings until the above clearance is revoked. In any case, Trans Modal shall not assume any responsibilities in connection to any disruptions relating to such bookings.

3.2 - Bookings trough Trans Modal Customer Service

Save for any different way of service booking chosen by the Railway Companies, the Client may book the services listed under art. 2 and those specified in each Commercial Offers by entering Trans Modal web portal by using credentials generated for each Client.

Once a Client's booking request is received by Trans Modal, the latter checks whether the service requested is available, and sends a booking confirmation or informs the Client that the service requested is not available.

Replies to booking requests are subject to the Railway Companies' response times.

The Client assumes all the responsibility in connection to the accuracy of the data provided when booking the service, and with respect to its awareness of and compliance with every provision of law (such as, but not limited to, laws regulating the carriage of hazardous goods – RID/ADR, customs operations, transit of illegal migrants, etc.), and/or the operating provisions imposed by the Railway Companies with regard to every phase of completion of the transport, including loading, and unloading.

In case the service being requested should be unavailable, Trans Modal may submit one or more alternative solutions to the Client, so as to enable the latter to use the requested service.

Once the response of the Railway Company is obtained, Trans Modal sends the Client the booking confirmation, with the relative confirmation number associated to the vehicle license plate number which the driver must provide during loading operations or at any time they are requested to do so. Every booking regarding the provision of the services shall be valid for the train route, the time, and the day indicated in the booking confirmation.

Art. 4 - Obligations of Trans Modal

Without prejudice to the provisions of Article 12 below, Trans Modal undertakes to provide, in accordance with the methods indicated above, the instruments, documents, and/or travel passes requested by the Client to use the services stated.

Trans Modal shall settle the sums payable to and receivable from the Client, by managing the Account assigned to such Client.

Art. 5 - Obligations of the Client

The Client is charged for the costs related to the train transport service used, and the fees for the support and commercial assistance provided, applying the prices and terms and conditions of payment detailed for such service in the Commercial Offer.

The Client undertakes to pay the above amounts, in accordance with the time-frames reported in the invoices made out to the Client.

The Client uses the transport services in compliance with terms and conditions of the Railway Company made available to the Client on its web-site and or directly by Trans Modal.

The transit/travel right acquired by the Client by purchasing the train transport service provided by Trans Modal in the manners detailed in Article 2 above may not be assigned to third parties, either free-of-charge or for consideration, unless an exception to the above is expressly granted in writing by Trans Modal. Failing the above, Trans Modal reserves the right to immediately suspend or interrupt the provision of the services purchased by the Client, reserving also the right to take action to protect its interests in the event of any unlawful use of the above services. The Client, which shall have nothing to claim with respect to the above suspension or interruption of the service, shall in any case hold Trans Modal harmless from any claim, including compensation claims, raised by any person in consequence of the violation of the assignment prohibition established under this Article.

On simple request by Trans Modal, the Client shall provide updated company profiles issued by the Chamber of Commerce or any other document deemed necessary for the purpose of establishing and maintaining a contractual relationship, undertaking, in any case, to promptly inform Trans Modal of any variation to the company data or legal representative. The Client undertakes to acquire adequate information of the rules governing the transport services used (including, by way of example and not limitation, RID/ADR rules governing the rail transport of hazardous goods, etc), and to monitor, where appropriate, the proper performance of the operations carried out by the Railway Companies during the loading/unloading phases.

The Client undertakes to ensure that the services purchased and/or booked match its request. Any objection must be raised within the same notice periods allowed for booking changes and/or cancellations, as established by the Railway Companies and specified in the Commercial Offer reserved to the Client. A request to change or cancel a booking that has been confirmed must be submitted in accordance with the notice periods established by the Railway Companies and specified in the Commercial Offer reserved to the Client. Any bookings which are annulled or changed in violation of the above terms and conditions may give rise to penalty fees payable by the Client in the measure indicated in the Commercial Offer.

The Client shall be solely responsible for the accuracy of the data provided with regard to the loading unit and the hauled goods for which loading is requested (weigh, product category, and any additional data required), and for the compliance with all the suitability and safety parameters applicable to the loading unit and hauled goods.

Art. 6 - Prices Applied

The prices applied to the Client to use the service requested are detailed in the Commercial Offer reserved to the Client.

If envisaged by agreements between Trans Modal and the Railway Company, prices may comprise those relating to additional and/or extra services such as, by way of example, prolonged stop, parking, loading and unloading operations, extra charges for dangerous goods.

The Commercial Offer is sent to the Client in the manners deemed most suitable by Trans Modal, which reserves the right to change the prices applied at any time, informing the Client of such changes in writing.

The fees, prices and/or financial terms and conditions detailed in the Commercial Offer and any notices providing additions thereto, or replacing or changing the Commercial Offer, shall be intended to have been accepted by the Client in full upon the latter's first use of the services in the manners detailed in Article 2 after receiving the variations to the fees, prices and/or financial terms and conditions.

Art. 7 - Invoicing System

Trans Modal shall send the Client invoices for all the services provided and used and/or subject to charges over the period of reference, providing information on the transport units for which the service was provided. Invoices shall be deemed to have been accepted for all intents and purposes by the Client when they are not disputed by and no later than 15 (fifteen) days of their receipt.

The Client expressly agrees and accepts that the data represented in the invoice constitute conclusive evidence between the Parties that the services were used by the Client.

The Client shall be charged other management fees in the sum of 1.70 Euro per invoice/credit note, and insurance costs in the amount of 0.25% the total of the invoice, unless different conditions are granted by Trans Modal.

Art. 8 - Terms and Conditions of Payment

Invoice payments must be made to Trans Modal's domicile (unless a different domicile is expressly indicated), by the due date reported on the invoice.

Unless otherwise agreed with the Client in writing, the payment for the services must be made upon their booking (advance payment condition), or by 30 (thirty) days of invoice date, where a suitable guarantee is issued under the terms and conditions established by Trans Modal. Different payment conditions may be reserved by Trans Modal to the Client in the Commercial Offer.

Without prejudice to the provisions of Article 10 below, the Client cannot raise any objections against any compensation, and may not delay or refuse, in whole or in part, the payment of invoices, even when such invoices are disputed on account of, but not limited to, claims for compensation further to grievances in connection to accidents occurred in the actual performance of train transport, and demands to offset the above with any sums set aside by way of collateral, etc.

Trans Modal reserves the right to modify the terms and conditions of payment reserved to the Client, based on the Client's risk of default, or for technical/organisational reasons. Any such modification shall be promptly notified in writing to the Client.

The Client's failure to discharge even just one payment obligation by the relative due date shall give rise to the consequences detailed under Article 9 below, and any acceleration clause connected thereto shall become applicable; furthermore, the Client shall forfeit any rights to any discounts granted.

Late payments, as well as default, shall be subject to the application of default interest, accruing from the payment due date to the date of full discharge thereof, in the reference rate of the ECB (European Central Bank) in force in the semester of the year in which the late payment occurred, plus 8 percentage points, without prejudice to Trans Modal's right to any additional actions or remedies under the law.

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Art. 9 - Payments and Arrears
The accounting books and records of Trans Modal shall, at any time, constitute conclusive evidence to determine the sums owed to Trans Modal, including in case of application of the acceleration clause and/or termination of the agreement.
Trans Modal is entitled to charge the Client in default with the due payments, in addition to interest on arrears, the additional costs borne by Trans Modal as result of late payment, without prejudice to any further actions for credit recovery which may be carried out by Trans Modal at any time.
The full or partial failure to comply with the obligations undertaken by the Client by their respective deadlines, shall give rise to the right of Trans Modal to suspend the provision of the services with immediate effect and without notice, and to modify, with immediate effect, the terms and conditions of payment applicable, irrespective of the guarantees given by the Client, and to terminate the agreement in place, reserving the right to bring any action and seek any remedy.
Any tolerance of Trans Modal with respect to the Client's failure to comply, in whole or in part, with the obligations undertaken, by their respective deadlines, shall not be interpreted as a modification of the relative contractual covenants.

Art. 10 - Liability
The transport services are governed by the general conditions and transport regulations established by the Railway Companies, which the Client declares to know and accept, including the provisions concerning the exemption or limitation of liability, applicable Law, and competent Court. The general conditions of the Railway Companies can be viewed in their respective websites. The relative services are provided by Trans Modal in application of the latter's CGS which govern the commercial assistance requested by the Client for the purchase of the services. Trans Modal takes no part in, and is extraneous to the actual performance of the train transport and the operations that are instrumental thereto. Thus, Trans Modal shall not be held liable for any damages, theft, losses, breakdowns or other detrimental events which may occur in the performance of the transport or during the loading and unloading operations and/or during the temporary or prolonged parking or stop of the trucks at the terminal stations. Trans Modal accepts no responsibility for any interruption, delay, suspension, or variation of the services, or for any disservice due to errors in the issuing of lading, strikes, orders of the authorities, unforeseeable circumstances or force majeure, or actions and conducts of the Railway Companies or third-parties. The above shall be intended to be valid, known, and approved by the Client including when the documents regarding the transport service, drawn up by the Railway Company or by other entities including carriers and/or freight forwarders, should feature the name of Trans Modal in place of or in addition to the name of the Client using the service. The Client shall not, under any circumstance, have the right to claim, and in any case waives the right to claim, any rebates, damage compensation, indemnification, or reimbursement of expenses from Trans Modal.
In the event of theft, accidents, failure to board or disservices of any nature lamented by the service user Client, the full responsibility for discharging any tasks necessary to ensure the safety of the vehicle involved, and to check and verify the damage or theft suffered, including with respect to future claims, shall be exclusively upon the Client. Trans Modal may, if deemed opportune by the latter, only submit a written complaint to the Railway Companies in the interest of and as requested by the Client. The complaint shall be handled based on the documentary evidence made available to such end by the Client, and without any assumption of responsibility, including in case of any intervening disqualification or expiration of the right to submit or enforce such complaint. Any cost/charge/expense, including paid in advance, shall be borne entirely by the service user Client.
With specific reference to railway services of Ralpin SA, based on agreements currently in place, in the event of accidents, after having previously informed Trans Modal, the Client is entitled to submit a claim request or compensation application directly to Ralpin SA in accordance with its general terms and conditions which have been made available to the Client before the supply of the services.
In any case of rejection of the complaint, any subsequent protection shall be enforced by the Client at its own care and expense exclusively towards the Railway Company or other third-party responsible for the damage, with the authority having competence in accordance with the general conditions of the Railway Company or under the Law, with express exclusion of Trans Modal from any involvement or liability. Any claims, including for damage compensation, raised by the Railway Companies or by third parties on account of actions or conducts of the Client, user of the transport service, must be intended to be made against the latter, with the exclusion of any liability upon Trans Modal. The Client shall furthermore be solely responsible for the accuracy of the data provided and for the compliance with the suitability and safety parameters applicable to the loading unit and to the goods hauled. Trans Modal shall not be liable for the failure to load the unit due to the non-acceptance thereof by the Railway Company.

Art. 11 - Guarantees
On simple request by Trans Modal, the Client shall issue a suitable first demand bank guarantee, issued by a leading Credit Institution, in favour of Trans Modal, or other suitable instrument of guarantee deemed suitable by Trans Modal, for a sum being appropriate to provide sufficient collateral for the obligations undertaken, with the obligation upon the Client to adjust the guaranteed sum based on the traffic volumes and/or as requested by Trans Modal.
Lack of collaterals requested by Trans Modal to the Client may cause, at discretion of Trans Modal, the consequences provided for under paragraph 12.

Art. 12 - Right to Modify the Terms and Conditions and to Suspend/Interrupt the Provision of the Services
Trans Modal reserves the right to unilaterally modify these GCS, and the right not to provide the service or suspend/interrupt the provision thereof at any moment, without the obligation to provide reasons and without notice, on the basis of damaging information with respect to the financial and economic solidity of the Client and its reliability in general, including in terms of reputation, deemed reputable by Trans Modal at its sole discretion, notifying the Client of the above in any and whatsoever form or manner.
Where the service provided by Trans Modal to the Client should entail the use of means, equipment, structures, infrastructures, etc., of third parties and/or managed by third parties, Trans Modal reserves the right to inform the Client of any modifications to the agreement in place deriving from the use of the above means, equipment, structures, infrastructures, and similar. Trans Modal may, at any time, modify the technical processes and the CGS for technical, administrative, or management requirements, or other justified reason, informing the Client of such modifications via e-mail or by publishing such information on Trans Modal's website. Unless otherwise expressly stated, the modifications shall be fully effective at the time of their communication or publication, and shall be intended to have been accepted by the Client unless the latter shall have exercised its right of withdrawal within 30 (thirty) days, by sending a written notice of withdrawal via Certified E-Mail (PEC) or registered mail.

Art. 13 - Confidentiality
The Client undertakes to keep confidential and not to disclose any of the information and/or data regarding the services requested of and provided by Trans Modal, the relative financial terms and conditions applied, and the documents and procedures used over the course of the agreement with Trans Modal.

Art. 14 - Privacy
Each Party, in execution of these CGS, undertakes to comply with the current legislation on the protection and processing of personal data and in particular with EU Regulation No. 2016/679 ("GDPR"), as well as with the provisions of applicable laws, regulations and measures of the Italian Data Protection Authority. The privacy policy provided by Trans Modal to Client is published on the website https://www.360pays.com/en/privacy.
Trans Modal processes the personal data of the Client's employees in accordance with these CGS as data processor pursuant to Art. 28, GDPR. In particular, by signing these CGS, the Client appoints, pursuant to Art. 28, GDPR, Trans Modal as data processor of the data (including special categories of data, pursuant to Art. 9, GDPR) of its employees and collaborators, as processed by Trans Modal itself in performance of the obligations under these CGS.
Trans Modal and the Client mutually acknowledge the following:

a) that they have the experience - in terms of specialized knowledge - the reliability, capabilities and resources to put in place technical and organizational measures to meet the requirements of the GDPR and the required facilities and that they are, therefore, capable of fulfilling the obligations arising from their position and able to comply with the current provisions on the processing of personal data, including the security profiles of the processing carried out;
b) the Client declare and expressly acknowledges to have provided appropriate information to the subjects whose personal data are processed in the execution of these CGS, with specific indication of the purposes and methods of processing of personal data, as well as to ensure the proper application of Chapter III GDPR, relating to the rights to be granted to data subjects.
c) The Client declares and acknowledges that the personal data of its employees and collaborators, as communicated to Trans Modal in execution of these CGS may also be processed by other companies of the group to which Trans Modal belongs, in order to pursue the purpose of executing the obligations set under these CGS.
d) to make available to the other Party all information necessary to demonstrate compliance with the obligations under the GDPR;
e) to adopt for all personal data processed in the execution of these CGS the measures and precautions necessary for their proper processing, ensuring, in particular, compliance with the requirements of Articles 9 (processing of special categories of data) and 10 (processing of personal data relating to criminal convictions and offenses), GDPR, if any;
f) to ensure that the persons authorized to process personal data have committed themselves to confidentiality or have an appropriate legal obligation to confidentiality, identifying the persons to be entrusted with the processing of data, giving them the necessary instructions for proper compliance with the rules of the GDPR, supervising their actions, requiring them to take the necessary precautions to ensure the confidentiality of the processed data;

The Client warrants to Trans Modal that it has obtained all necessary consents and authorizations from its employees and collaborators (also pursuant to Art. 7, Reg. Eur. 679/2016 - GDPR) for the disclosure of their own personal data to third parties, appointed as data processors, including Trans Modal. In light of the above, the Client will fully indemnify and hold Trans Modal harmless for any damages and/or negative consequences directly and/or indirectly arising from its failure to comply with the content of this clause.

Art. 15 - Applicable Law and Venue
The Trans Modal Services Application Form, these CGS, the Commercial Offer, and the consequent commercial relationship established between the Parties shall be governed by the Laws of Italy and are compliant with such Laws. This document, including for the purposes of its signing, is drawn up in Italian and English and may be translated, on request by the Client, into other languages for the purpose of information only. In case of discrepancies in the language or in the interpretation thereof with any other language, only the Italian and English versions shall be considered binding. Without prejudice to the cases placed by Law under the competence of any specific Court, any disputes arising out of the interpretation, application, performance, and validity of the Trans Modal Services Application Form, these CGS, and the consequent commercial relationship established between the Parties, shall be subject to the exclusive jurisdiction of the Court of Milano (Italy).
Any disputes concerning debt collection for unpaid invoices, brought against Clients residing in Countries other than Italy, the competent Court shall alternatively be that having jurisdiction over the debtor/defendant. Where proceedings are brought before the Court having jurisdiction over the defendant, the applicable law shall be the law of the Country of residence of said defendant, without detrimental effects for the creditor.

Place and Date **Stamp and signature of Legal Representative**

Pursuant to Article 1341, paragraph 2, of the Italian Civil Code, the Client declares to expressly approve the following provisions:
Art. 4 - Obligations of Trans Modal; Art. 5 - Obligations of the Client; Art. 6 - Prices Applied; Art. 7 - Invoicing System; Art. 8 - Terms and Conditions of Payment; Art. 9 - Payments and Arrears; Art. 10 - Liability; Art. 11 – Guarantees; Art. 12 - Right to Modify the Terms and Conditions and to Suspend/Interrupt the Provision of the Services; Art. 14 - Privacy; Art. 15 - Applicable Law and Venue

Place and Date **Stamp and signature of Legal Representative**