

Mandate to accomplish Customs operations for importation

The Company,.....
whose registered office is in
Via
VAT n°
in the person of their legal representative, Mr/Ms.
..... (hereinafter, the "Principal"),

hereby grants this mandate to the

Company: Saimare Spa
whose registered
office is at Via
Scarsellini n° 155, in
Genoa
VAT Number 00279760102
(hereinafter, the "Agent"),

to accomplish Customs operations both directly and indirectly representing us, according to and to the purposes of art. 18 of (EU) Reg. n° 952/2013, in the manner that the Agent deems most suitable, in our exclusive interests and taking into account the particular nature of the operation to be carried out, also making use for the management and the accomplishment of the relevant operations, formalities, and fulfilments, of the actions of their Customs Clearing Agents:

- **Mr** Luca Ricciardi
- **Mr** Carlo Tigoli
- **Mr** Sergio Landolfi
- **Mrs** Paola Bottigliero

duly registered in the Roll and accredited with the Customs Authority or any substitutes with equal professional requirements.

Art. 1

(Subject of the Contract and persons charged with Customs operations)

The operations covered by this agreement relate to the importation Customs procedures, as well as those involved in introducing goods into a bonded warehouse, when required, as well as any related or accessory operations that may be commissioned from time to time, by fax, e-mail, or by providing them with the relevant documents, on goods destined for the principal.

The Principal hereby grants the Agent the power to represent him before the Customs, Sanitary, Maritime Authorities and whatever else is necessary for the execution of the mandate, also entrusting him with the fulfilment of customs and tax obligations connected with the operations performed.

This agreement also includes the submission of applications and the execution of all processes necessary for the rectification, revision of the assessment and reimbursement of duties, for which the agent is thus fully delegated.

Art. 2

(Obligations of the Agent and others involved)

In carrying out the various activities, the persons charged with the accomplishment of the Customs procedures are to abide strictly to the Agent's instructions, and the latter, in their turn, is to immediately notify the Principal of any problem connected with the manner of carrying out their duties or changes in the way they are carried out.

The Agent is responsible for choosing those appointed to carry out the Customs procedures, in executing this appointment, and within the limit of the instructions given to them, in terms of art 1717, commas 2 and 3, of the Italian Civil Code. To this end, an original of this contract is to be given to those that will accomplish the Customs operations, on both a direct and indirect representation basis.

Art. 3

(Principal's Obligations)

The Principal undertakes under his own responsibility to promptly provide the Agent with all data and documents necessary for the fulfilment of the mandate, in particular those relating to the quality of the goods, customs classification, quantity, customs origin (preferential or non-preferential) and customs value of the goods to be indicated on the import documents.

The Principal declares himself to be fully aware that the inaccurate, incomplete or incorrect supply of such data and documents may result in the suspension of the import operation, the blocking and/or seizure and/or confiscation of the goods, as well as the application by the judicial or customs authorities of the criminal and administrative sanctions provided for by the regulations in force.

The Principal declares that the goods covered by this mandate do not fall into the categories of goods mentioned below, unless expressly indicated to the contrary in each case, in writing:

1. **Products derived from seals** The products are not derived from seals, in conformity to (EU) Regulation n° 2015/1850, in application of (CE) Regulation 1007/2009.
2. **Chemical products.** The products are not subject to the provisions of (EU) Regulation n° 649/2012 on exporting and importing chemical substances, and subsequent amendments and additions.
3. **Products that reduce the ozone layer.** The products are not any of those indicated in CE Reg. n° 1005/2009 related to substances that reduce the ozone layer, and subsequent amendments and additions.
4. **Military products and technologies** The products are not any of those indicated in the "MG" notes based on (EU) Reg. n° 267/2012 and subsequent amendments and additions.
5. **Products included in the Washington Declaration.** The products do not appear in the list of goods contained in CE Reg. N° 338/97 related to the protection of species of flora and wild fauna, by controlling trade in the same, and subsequent amendments and additions.
6. **Torture and repression.** The products are not included in the list of goods contained in CE Reg. n° 1236/2005 related to trade in goods that could be used for the death penalty, for torture, or for other cruel, inhuman or degrading treatments or penalties, and subsequent amendments and additions.
7. **Waste** The products cannot be deemed to be waste and are not included in the list contained in Italian Legislative Decree n° 152/2006 (Environmental Consolidation Act) and subsequent amendments and additions.
8. **Control of dog and cat fur.** The products do not contain dog or cat fur, in conformity to CE Regulation n° 1523/2007.
9. **Arms materials.** The products are not arms materials in terms of Italian Law 185/90.
10. **Fluorinated greenhouse gases.** The products are not included among those affected by the prohibition on trading in fluorinated greenhouse gases, according to (EU) Reg. n° 517/2014 and subsequent amendments and additions.

11. **Steel products.** The products are not covered by the restrictive measures set out in Regulation (EU) No 833/20014.

For the purpose of determining the customs value, the Principal declares the following:

- The information related to the elements that make up the Customs value of the goods and values indicated in the importation invoices, correspond to the price actually paid or to be paid for said goods.
- There are no restrictions on the demise or use of the goods imported by the principal.
- There are no ties between the principal and seller companies, according to art. 127 of (EU) Reg. n° 2015/2447.
- None of the elements contained in art 71 of the Union's Customs Code, to be added to the price actually paid or to be paid, are to be included in the concerned transactions with the exclusion of transport and insurance expenses, when not included in the invoiced price.
- The Principal undertakes to fulfil the obligations imposed by Italian Legislative Decree 223 of 4 July 2006 (Bersani Decree), as well as to provide all the supplementary information and additional documentation that the Financial Administration may decide to request according to art 140 of (EU) Reg. n° 2015/2447.

The Principal undertakes to comply with the obligations imposed by Decree-Law 223 of 4 July 2006 (Bersani Decree) as well as to provide all additional information and documentation that the Tax Authorities may request pursuant to Article 140 of Regulation (EU) 2015/2447.

The Principal declares that the goods imported and packaging for the same conform in terms of labelling, and do not include marks, signs, or other indications of false or fallacious origin or provenance according to the Madrid Agreement on the repression of false or misleading indications of origin, of Law 350 of 24.12.2003, art 4, commas 49 and 49 bis, and in violation of industrial and intellectual property rights, and articles 517 and following of the Italian Penal Code.

The Principal relieves and indemnifies the agent and any sub-agents expressly nominated under this agreement, from any responsibility and burden, including costs for legal expenses, connected with the execution of this mandate and arising due to causes for which Principal is totally responsible, if, even due to the responsibility of its supplier, Principal provides documents or information that are incomplete or untrue.

By signing this agreement, the Principal acknowledges that it is aware that the Contractor has adopted a Code of Ethics and an Organisational, Management and Control Model in compliance with Legislative Decree No. 231/2001, aimed at preventing the risk of committing offences that may entail the administrative liability of collective entities. The Principal expressly undertakes not to engage in or contribute or collaborate in the commission of conduct that integrates or may be instrumental to the commission of offences among those set forth in the aforementioned Decree. To this end, the Principal undertakes to promptly notify the Supervisory Board of the Contractor, at the e-mail address odv@saimare.com, of any act or conduct of which it becomes aware in the performance of the assignment that is the subject of this Mandate and that may constitute an offence under the Decree.

Art. 4

(Powers of the Agent and others involved)

The Principal grants the Contractor and its substitutes and/or sub-contractors any and all powers, including the power to represent the Contractor before customs, health, maritime and other authorities which are necessary for executing the mandate

The power to file disputes/appeals before the courts shall be excluded, except with the express consent of the Principal.

Art. 5
(Revocation of the mandate)

5.1. This mandate is valid until revoked on the part of the principal.

Place

Date.....

Principal

Agent

Stamp and Signature

Stamp and Signature

According to articles 1341 and 1342 of the Italian Civil Code, art. 1, 2, 3, 4 and 5 are specifically approved.

Principal

Agent

Stamp and Signature

Stamp and Signature