

GENERAL CONDITIONS OF CONTRACT

1. Scope of the general conditions governing the freight forwarding contract

Unless otherwise agreed in writing, these general conditions shall govern all the forwarding contracts entrusted to the Company, its employees, agents and appointees, even if not preceded by an offer.

The Customer must acquire prior knowledge of these conditions: the last version published on the Company's website shall apply and the Italian text shall prevail over the translations into different languages.

2. Company's obligations

The Company undertakes, with the diligence of the good freight forwarder, to perform the forwarding contract, consisting in the conclusion of a contract of carriage on behalf of the Customer.

The company shall be entitled to appoint substitutes for the performance of the forwarding contract, pursuant to article 1717 of the Italian Civil Code.

The Company shall undertake services under the conditions applied by the shipping Companies, the airlines and/or the land, rail, river and multimodal carriers and/or of other nature, by the port companies and institutions or by the storage suppliers, whose services shall be required by the Company based on the forwarding contract.

Unless there is a written order to the contrary, the Company shall be entitled to perform the shipment of the goods by consolidating them with others and to inspect the goods at any time.

The Company does not guarantee to meet delivery dates, also in case the Customer requests particular delivery dates.

The Company shall be entitled to modify the delivery dates provided by the Customer, if they are incompatible with the carrier's compliance with the safety rules of road traffic.

In case of damage and/or of delay concerning the carried goods, the Company declares its availability to assign the rights deriving from the performance of the forwarding contract to the Customer against the liable parties, except in the case in which the Customer acts against the Company for carrier's liability.

In the event of untraceability of the consignee or of refusal to receive the goods, the Company may take all necessary steps, including those aimed at their custody and restitution, acting in the name and on behalf of the Customer, who in any case has to bear the risk of loss or damage.

The following services fall outside the scope of the forwarding contract, unless the Customer expressly requests them in writing:

- checking the adequacy of the packages and the weight of the goods;
- checking the existence of the insurance coverage of the carriers, of the storage suppliers, of the packers, of the freight forwarders, whose services the Company has requested in the performance of the forwarding contract;
- checking the existence of impediments of law or of other impediments regarding the shipment such as, by way of example, import and export or transit limitations;
- declaration of "interest in delivery" under art. 22 of the 22-5-99 Montreal Convention (and/or art. 35 COTIF-CIM);
- declaration of the value of the goods to the carrier (pursuant to articles 26 CMR, 4.5 Brussels Convention of 1924, 423 Italian Shipping Code or pursuant to any other national law or international convention);

- issuing letters of guarantee. In case of issuing, the Company shall have the right to demand in turn an adequate guarantee from the Customer and, while awaiting to receive it, to hold the goods or the related documents, and to be reimbursed of all the extraordinary expenses which may arise.

3. Storage

The possible storage of the goods entrusted to the Company for shipment shall be arranged either at the Company's own facilities or at (public or private) third parties' owned facilities, according to the Company's own choice.

Should the Company store the goods at third parties' facilities, the same conditions (including any limitations of liability) in force between the Company and the third party supplying storage shall apply between the Company and the Customer.

Should the Company store the goods at its own facilities, it shall be understood that the Company shall be under no obligation to take any specific preventive measures for warehouse surveillance: the liability of the Company, as storage supplier, shall be limited solely to gross negligence and/or willful misconduct of the same, its employees or appointees.

Should the Customer entrust the goods to the Company for long-term storage (such being considered a period exceeding 60 days) it shall be understood that the Company shall be entitled to terminate the storage agreement at any time with 15 days notice via registered letter or *pec* (certified email address) at the Customer's address. Termination without notice shall be possible if the stored goods are liable to cause prejudice to other goods, people or things. In both cases it shall be understood that the Customer shall pay all costs incurred by the Company until the day when the goods leave the Company's warehouses.

Any inspection, processing, sampling or handling of goods to be performed during their storage at the warehouse shall need to be previously agreed and carried out by personnel appointed by the Company or, unless there are grounds for not allowing it, by the Customer's personnel with the assistance and presence of a representative of the Company.

Should the Company have grounds to doubt whether its rights are covered by the value of the goods entrusted to it, it shall be authorised to set a deadline for the Customer to pay all amounts due to the Company. Should the Customer fail to comply, the Company shall have the right to sell the goods and recover the amounts due from the proceeds or to destroy the goods, without the intervention of the Judicial Authority.

4. Dangerous and precious goods

Unless previously agreed in writing, the Company shall not accept shipments of goods classified as dangerous or which in any case may cause prejudice to persons, animals or things, goods without packaging, rapidly perishable goods, valuables, coins, precious goods and works of art.

Should these goods be entrusted to the Company without its prior agreement or should the Company accept to perform its services based on wrong information regarding the nature or the value of the goods, the Company shall have the right to terminate the contract, or, if the circumstances require so, to refuse, store or in any case dispose of the goods or also, in case of danger, to destroy them, and the Customer shall be held responsible for all harmful consequences and shall have to bear all the costs which may derive from them.

5. Customer's obligations

The Customer recognizes that the subject matter of the forwarding contract consists in the organization of a carriage and that, therefore, unless otherwise expressly agreed, the Company acts as freight forwarder and not as freight forwarder acting as carrier.

The Customer undertakes:

- to provide the Company with timely, precise written instructions for the carriage, as well as with the necessary documents: failing which the Company will operate according to its own choice in the Customer's best interest;
- unless otherwise agreed in writing, to provide the Company in advance with the funds which are necessary for the performance of the forwarding contract and for the fulfilment of the obligations which the company has undertaken and/or shall have to undertake on behalf of the Customer for such purpose, including customs duties;
- to specify the nature of the goods, the number, the quantity, the quality and the content of the packages, their gross weight, size and any other information instrumental to the performance of the contract and for the Company's fulfilment of its obligations pursuant to Legislative Decree 286/2005 as amended;
- to hand over to the Company goods which are suitably packed and labelled, or in any case complying with trading standards;
- to hand over to the Company documentation accompanying the goods which is authentic, full and without irregularities;
- if the Company is entrusted with the performance of customs operations, to provide all the necessary data and documents for such operations, as well as the customs codes, heading and classification of the goods;
- to promptly inform the Company of any damage in order to allow the latter to act against third parties;
- without prejudice to article 2951 of the Italian Civil Code, the Company has the right to obtain from its Customer at any time the amounts it is required to pay due to the services entrusted to it to public or private entities in whose favour a longer limitation period than the one applicable to the relationship with the Company applies.

6. Company's liability

The Company shall not be liable for the performance of the carriage, but solely for the performance of the forwarding contract and for any possible ancillary obligation.

The liability, on any account whatsoever (be it contractual or extra-contractual), of the Company towards the Customer shall not exceed the amount agreed as remuneration for the performance of the forwarding contract with reference to which the breach occurred.

The liability of the Company shall also not exceed the one of its foreign agents or correspondents according to the law in force in those Countries.

In case of shipment of samples or goods expressly destined to fairs, compensation shall not exceed the amount of the price of the shipment.

The Company shall be in no way liable for loss, damage, delay, wrongful or failed delivery caused by fortuitous events or in any case by facts beyond its control (such as, including but not limited to, natural disasters, wars, breaches or omissions by the shipper, consignee, state or customs administrations, strikes, accidents or breakdowns of means of transport), without prejudice to the Company's right to the reimbursement of the expenses incurred even if due to the events of force majeure.

Also the events which are not caused by the Company and which prevent the Company from fulfilling part of or all its obligations exempt the Company from liability. In such case both the Company and the Customer shall be entitled to terminate the contract

even if the contract has been partially performed, without prejudice to the right to the reimbursement of the expenses already incurred.

The Company shall also not be liable:

- for the actions of the carriers, storage suppliers, packers, freight forwarders, insurers and/or banks, whose services it has required in the performance of the forwarding contract;
- for the delays in the taking of delivery or in the delivery of the goods, even if there are particular delivery dates in the shipping documents;
- for indirect and/or consequential damage (for example loss of profit, etc.);
- for any consequence which may arise from the delayed or failed taking of delivery of the goods at the appointed destination;
- for the information on freight and duties and for their incorrect application.

7. Customer's liability

The Customer undertakes to hold harmless and keep the Company indemnified from any payment requests addressed to the latter on any account whatsoever and deriving from the performance of the forwarding contract (among which, for example, freight, duties, taxes, average contributions, fines, payment requests for failed or delayed taking of delivery of goods at the appointed destination).

The Customer shall be liable for all the harmful consequences resulting from omission, imprecision or inadequacy of the indications regarding the shipped goods, or the packaging, or the failed indication on the packages of the necessary handling and lifting precautions.

If the sums and the remunerations due to the Company are at the expense of the consignee or third parties, the Customer shall remain jointly and severally liable for their payment.

8. Remuneration

The payment of the invoices issued by the Company shall be due within 30 days of the invoice date, unless otherwise agreed.

The Company shall be entitled to request payments calculated on a lump sum basis pursuant to article 1740 of the Italian Civil Code acting in such case as freight forwarder and not as freight forwarder acting as carrier.

All the expenses deriving from the performance of the forwarding contract are in any case to be borne by the Customer, also when they are at the expense of the consignee or third parties.

Unless otherwise agreed, the Customer shall provide the Company in advance with the funds for the performance of the forwarding contract. Should the Company pay any amounts in advance on behalf of the Customer, the latter shall refund those amounts plus interest and compensation for any loss on currency exchange.

No amount due to the Company shall be set off with other amounts owed to the Customer for any reason whatsoever.

The Company shall retain and be paid all bonuses, reductions, abatements on tariffs obtained by the Company.

The Company has no obligation to notify the Customer of possible changes, occurred during shipping, of the conditions and tariffs of the carriers and of the other enterprises of which the Company avails itself in the performance of the forwarding contract. Such changes shall be borne by the Customer.

The prices of the Company are binding only for goods having normal volume, weight, size and quantity and do not include operations performed outside normal working hours.

9. Lien and privilege

For its overdue and not yet overdue credits the Company has a privilege and lien on the goods, also on those pertaining to a shipment other than the one for which the credit has arisen and also against the other parties entitled to the goods (shipper and/or consignee and/or owner of the goods).

10. Insurance

The goods shall be insured only if expressly requested by the Customer, with rates to be agreed between the parties.

11. Revocation. Renunciation.

The forwarding contract may be revoked only if the Company has not yet concluded the contract of carriage with the carrier.

An order to keep the goods at the disposal of a third party can no longer be revoked from the moment in which the freight forwarder has informed the third party that the goods are at its disposal.

As an exception to article 1727 of the Italian Civil Code, the Company shall be entitled to renounce the contract at any time, even if there is no just cause.

In any case the Customer shall have to reimburse all expenses incurred up to the renunciation and/or revocation and pay an adequate remuneration for the activities carried out.

12. Claims

Any claim concerning the performance of the contract, also in respect of loss, damage and delay, shall be made via registered mail with acceptance receipt within 7 days from the event or from the date on which the claimant proves he became aware of it, or else the claim shall be barred.

13. Applicable law. Jurisdiction.

It is hereby agreed that Italian law shall apply to what is not regulated by these general conditions.

Any dispute between the parties shall be governed exclusively by Italian law and shall be subject to the jurisdiction of the Court of Trieste.

14. Definitions

The terms used in these general conditions have the following meaning:

Company or Freight Forwarder: B.F.B. Casa di Spedizioni;

Customer: principal of the shipment;

Carrier: party with whom the Company concludes the contract of carriage on behalf of the Customer.