

1. Introduction

1.1. Unless it is explicitly agreed in writing between the parties, these General Contract Conditions, published on the website www.italsempione.it, govern the contracts stipulated with Italsempione Spa and integrate that provided in the issued transport documents.

1.2 For whatever is not included below, see the Fedespedi General Shipping Conditions - which can be consulted on the website www.fedespedi.it - which integrate these General Contract Conditions and are also available on the website www.italsempione.it.

1.3 These conditions are an integral part of the agreement between Italsempione Spa and the Principal.

1.4 The contract number which includes all the shipments entrusted to Italsempione Spa is provided on all the accounting documents in the Principal's name.

2. Acceptance of terms and conditions

2.1 By entrusting Italsempione Spa with your shipment, the terms and conditions provided on the order confirmations and transport documents issued by Italsempione Spa are intended as accepted.

In the case of a difference between these General Contract Conditions and that indicated in the order confirmations and/or in the documents of transport, the conditions on the above-mentioned documents have the priority.

2.2 Should the Principal entrust the carriage with oral or written instructions contrary to the terms and General Contract Conditions of Italsempione Spa and the latter has not specifically authorised and approved them in writing, Italsempione Spa will in no way be constrained by them.

3. Object of the service

Unless the implementation of special services is agreed upon, Italsempione Spa is limited to supplying the collection, transport, customs clearance (if necessary and requested) and delivery of the carriage. The Principal acknowledges that his carriage could be shipped together with others.

4. Conditions, service restrictions, refusal and suspension of carriage

4.1 Shipments must comply with the following:

- Goods regularly packed in pieces with weight, size and standard dimensions according to the description supplied by the Principal.

- Italsempione Spa, unless explicitly agreed in writing, does not accept shipment of living animals, documents, explosives, valuable, cash, revenue stamps, works of art or of affection, non-containerized vehicles and furnishing, used goods and personal belongings. If, ensuing a written agreement, these goods are shipped, they will in no way be subject to All Risks insurance.

- Dangerous goods: shipping is performed in compliance with the following standards: ADR (by road), IMDG / IMO (by sea) and IATA / DGR (by air). Some danger and UN/ONU classes are not accepted by Italsempione Spa. The Principal is responsible for making a prior verification with the Sales Department.

- Each carriage requires a prior notice of at least 2/3 days.

- Italsempione Spa does not manage the discharge of Excise Duty forms. All tax formalities are the responsibility of the Principal and/or Shipper and/or of the Consignee/his agent. Italsempione Spa is released from any tax liability.

- The transit times are purely indicative and, unless explicitly accepted, do not represent a commitment by Italsempione Spa.

- Unless each individual shipment has prior confirmation in writing, Italsempione Spa is not bound by mandatory collection/delivery dates.

- Loading/unloading is carried out by and under the responsibility respectively of the shipper and the consignee.

- Loading and unloading time allowances are those established by laws/regulations in force or by express agreements between parties. The Principal must pay the demurrage fees.

- In case of failure by the Principal to respect the mandatory load previously agreed between the parties and/or in case of cancellation of the load, the Principal is bound to compensate Italsempione Spa for damages, including indirect damages.

4.2 Should Italsempione Spa discover that a shipment does not comply with any of the aforementioned requirements and restrictions, they can refuse the transport in question and, if the carriage is already in progress, they can suspend it and withhold shipping while awaiting instructions thereof, excluding any compensation in favour of the Principal.

4.3 If any wars, revolutions or uprisings occur in the Countries of origin, transit or destination, the carriages can be suspended/cancelled even when already under way. All compensation rights in favour of the Principal are intended to be excluded; insurance coverage will not be operational.

5. The Principal's obligations

5.1 Loading and stowage are carried out by and under the responsibility of the shipper/loader who, pursuant to the Law 127 of 4/08/2010, responds for any violations to laws and regulations regarding size, limit weight and arrangement of the cargo on the vehicles.

5.2 The loader is bound to ascertain that the actual carrier is certified to perform the carriage referred to in the contract; he must also require the actual carrier to show documentation certifying that the vehicle used has the technical and administrative requisites prescribed by laws/regulations in force.

5.3 The transport documents must be filled out correctly in all parts and in compliance with laws/regulations in force.

5.4 For Countries at risk, the Principal is responsible to verify and guarantee that the subjects involved in the entire transport process are not subject to sanctions (Sanction Limitation and Exclusion Clause 11/8/2010). The Principal is bound to release Italsempione Spa from liability from any prejudice resulting from execution of these carriages.

5.5 Should the Principal request Italsempione Spa to fulfil customs operations, he is bound to provide Italsempione Spa with the information and documents required to be transmitted to the customs operator. The Principal is the sole responsible for the accuracy, truthfulness and completeness of the data supplied. The Principal is bound to release Italsempione Spa from liability for any sanction and/or customs debt resulting from the inaccuracy, incompleteness or untruth of said data, even in case this is ascertained subsequently or depends on documents or information supplied to the Principal by third parties.

6. Payment, right of retention and storage

6.1 Unless there is a different written agreement in derogation, the Principal engages to pay Italsempione Spa the freight charges (including applicable supplements) to transport goods between the places specified on the document of transport, or to execute different services, aside from duties and accessories, within the payment terms agreed without withholding, deductions, debts or compensations.

6.2 The most recent offer is applied for the same route, which is intended to be accepted from the first shipment entrusted to Italsempione Spa.

6.3 For complete loads, the rates indicated in the offers are not valid in July, August and December.

6.4 The rates indicated in the offers are based on the social-economic conditions of the Countries of origin, transit and/or destination at the date of issue and in case of changes, they could undergo variations, for unforeseeable costs, even when the carriage is accepted/underway. In this case, Italsempione Spa is entitled to obtain the payment of any differences and, if the Principal cancels the service due to the changed cost, the fees are due for the part of the trip performed.

6.5 In derogation to art. 1739 C.C., premiums, bonuses and rate advantages obtained from Italsempione Spa must not be credited to the Principal.

6.6 In case the agreed fees are not paid, Italsempione Spa will have the right of privilege and retention on any goods which should be detained, even by subcarriers, to execute the mandate received.

6.7 If the goods are not accepted by the consignee at destination within the set terms or - if there are none - within a reasonable term, Italsempione Spa shall notify the Principal as soon as they become aware of it. All costs, expenses, risks and responsibilities resulting from the storage of goods and subsequent provisions, as well as all related costs, are borne by the Principal.

7. Limits of liability and exclusions

7.1 Italsempione Spa can in no way be held liable for losses, damage, delays or failed deliveries caused by fortuitous events, force majeure and/or in any event by circumstances out of their control such as, but not limited to: acts of God, wars, epidemics, incidents/deteriorations to means of transport, strikes, armed robbery, authorities' provisions).

7.2 The laws and regulations in force for the single type of carriage apply to all shipments.

7.3 For goods covered by All Risks insurance, when expressly requested in writing before the shipment starts, the conditions, excess and deductible are intended according to the insurance policies active on the date of transport.

7.4 In case of deliveries bound by COD, the transfer of the documents, either by carriers or by mail, are at the exclusive risk and danger of the Principal.

7.5 In case of failed compliance with mandatory instruction, the compensation - if due - cannot exceed that foreseen by laws and regulations in force for the single type of carriage. In case of deliveries of samples and/or goods intended for trade fairs, exhibits, events or the likes, any compensation, if due, is limited to the agreed freight charges.

7.6 In no case is compensation due from Italsempione Spa for consequential and/or indirect damages (such as, but not limited to: income losses, loss of profits or damages arising from delays in performing the carriage).

8. Claims

In case of loss/damage, the consignees are bound to write down their motivated reservations on the document of transport or to communicate them (in case of hidden damage) in the ways and terms established by laws/regulations and conventions in force.

9. Applicable law and Competent jurisdiction

9.1 These conditions shall be fully regulated by Italian law.

9.2 In case of disputes, the Competent jurisdiction is exclusively the Court of Milan.

GENERAL CONDITIONS

APPLIED BY ITALIAN FREIGHT FORWARDERS FOR INTERNATIONAL SHIPMENTS

1. Recitals

Unless it is explicitly agreed in writing between the parties, these General Conditions shall govern obligations arising from contracts entered into by the Freight Forwarder as well as obligations arising from acts or facts of employees or agents of the Freight Forwarder. The responsibility of the Freight Forwarder shall also be defined by these General Conditions.

These General Conditions shall be published online on the web site www.fedespedi.it.

2. Definitions

For the purposes of the present General Conditions the term:

- a) "Freight Forwarder" means the party entrusted with the conclusion of the contract of carriage, and/or with the performance of one or more ancillary operations;
- b) "Freight Forwarder acting as carrier" means the party entrusted with the forwarding of the goods who also acts as performing carrier or explicitly undertakes obligations as performing carrier;
- c) "Principal" means the party who entrusts the Freight Forwarder with the conclusion of a contract of carriage and/or with the performing of one or more ancillary operations;
- d) "Shipper" means the party appearing as such, or as Consignor, in the contract of carriage entered into by the Freight Forwarder;
- e) "Carrier" means the party actually performing or undertaking the performance of the contract of carriage. The term "Freight Forwarder" is meant to include also the "Freight Forwarder acting as carrier", unless any provision should keep the two cases apart. The term "Freight Forwarder acting as carrier" shall only pertain to the meaning specified in the aforementioned letter b).

3. Scope of application

Either when acting on his own or when acting on behalf of third parties in the conclusion of the contract of freight forwarding and/or carriage, the Principal explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with the Freight Forwarder and to all the actions and claims against him.

4. Duties of the Freight Forwarder

By virtue of the mandate received, which shall normally be issued in writing, the Freight Forwarder shall provide for entering into the contract of carriage and for performing the relevant ancillary operations, reserving to himself full liberty of action where necessary and shall be at faculty to consolidate cargo as groupage (unless otherwise explicitly agreed in writing between the parties), always performing with utmost diligence and acting as Freight Forwarder and never as Freight Forwarder acting as carrier.

The Freight Forwarder, unless otherwise explicitly agreed in writing between the parties, will not accept to perform the contract of shipment and/or carriage related to:

- dangerous goods potentially liable to cause prejudice to persons, animals, other cargo or things;
- perishable goods;
- goods not packed or non-properly/insufficiently packed;
- valuables, coins, precious goods, works of art.

Dangerous goods will include but will not be limited to, the goods classified as dangerous by the IATA, IMO, ICAO regulations or provided by the ADR/RID regulations.

In case the aforementioned goods should be entrusted to the Freight Forwarder without previous agreement, or in case the Freight Forwarder accepts instructions on the basis of wrong, incomplete or false information about the nature or value of the goods, the Freight Forwarder shall have the right to terminate the contract or, where necessary, to refuse, deposit or dispose of the goods or even destroy them in case of danger. If any of the above mentioned events shall occur, the Principal and/or the Shipper shall be held liable for any consequent damage and cost occurred.

The Freight Forwarder may ask for a lumpsum payment under art. 1740 of the Italian Civil Code and in this case the Freight Forwarder will operate as such and not as Freight forwarder acting as carrier.

5. Time of delivery

The Freight Forwarder does not guarantee the delivery of the goods on an agreed time, and therefore cannot be held in any event liable for delay in collecting, carrying and/or delivering of any shipment irrespective of the cause of such delays or irrespective of any request by the Principal for particular terms and time of delivery even if indicated in the documents of transport.

6. Declarations and warranties by the Principal/Shipper

The Principal and the Shipper warrant and declare:

- that the shipment has been correctly and accurately described in every document of carriage;
- that the goods declared by the Freight Forwarder as non-acceptable have been acknowledged as such by the Shipper and that they have not been included into the shipment;
- that the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume and dimension of the packages and any other information given is true and correct;
- that packing and labeling related to the goods and to the conditions of carriage, are considered as appropriate.

The Principal and the Shipper further explicitly declare to hold the Freight Forwarder harmless from any damage, claim or cost at any title arising from:

- the breach of the warranties above mentioned;
- the lack, insufficiency or inadequacy of packing;
- the lack of information on cargo and on packages about the necessary cautions to be used in handling and lifting the goods.

In case the Freight Forwarder undertakes to perform customs operations, the Principal and/or the Shipper, warrant that the documentation related to the goods is authentic, complete and fully regular and that the goods strictly correspond to the description provided, comply with the relevant applicable law, are importable/exportable and are regularly labelled. In addition, the Principal and/or the Shipper shall give in due time all the information, dates, customs codes, customs entries and classification of the goods, and all the necessary documentation in order to proceed with the customs operations and formalities.

The Principal and/or the Shipper authorize the Freight Forwarder to handle all the data relevant to the shipment, even including personal data if necessary, in order to allow the Freight forwarder to handle the necessary online administrative and operating issues so to provide the shipment with the best assistance.

7. Quotation by the Freight forwarder

Quotations by the Freight Forwarder and agreements on prices and conditions are always and solely related to specified services and do not include, unless otherwise provided by the parties, additional costs arising from operations carried out of the ordinary working hours. Unless otherwise provided, quotations are binding solely for goods with normal volume, dimension and quality, under the relevant mode of transport.

8. Advanced Payment and credits of the Freight Forwarder

Whenever the Freight Forwarder, pursuant to agreement between the parties, pays in advance for the freight, the price of the carriage, the freight charges for containers, customs duties, costs and any other sum due, at any title, the Principal and/or the Shipper shall refund these amounts to the Freight Forwarder, plus interests in case of delay and plus compensation for any loss resulting from variations of the currency exchange.

The Principal and/or the Shipper shall hold the Freight Forwarder fully harmless from any claim for freight, customs duties, taxes, compensations for deterioration to the goods, fines and other sums charged at any title to the Freight Forwarder. In case the amounts and retributions due to the Freight Forwarder shall be paid by the Consignee or by third parties, the Principal and/or the Shipper shall still be liable for the immediate payment of the above mentioned amount in case the Freight Forwarder is not paid immediately and spontaneously by the obliged party.

Unless otherwise agreed, no set-off between amounts due to the Freight Forwarder and amounts claimed by the Principal and/or the Shipper will be allowed.

9. Lien on cargo

The Freight Forwarder shall have a lien on the goods and on the other detained properties relating to credits accrued or close to the date of due payment against the Principal, the Shipper and other third parties. The Freight Forwarder shall have the same lien also against the Consignee and/or against the Owner of the goods.

10. Delay or refusal to load or receive goods

The Principal and/or the Shipper shall refund and hold the Freight Forwarder harmless from any sum or cost due, including demurrages for means of transport and equipments, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.

In case of refusal or untraceability of the Consignee, the Freight Forwarder, if informed about the non-delivery of the goods in due time and if he is entitled to do so, can adopt the necessary and appropriate measures for the custody of the goods and its return, acting on behalf of the Principal and/or the Shipper, who are liable in case of total/partial loss or damages to the goods.

11. Liability

11.1 The Freight Forwarder shall not be liable for the performance of the carriage but solely for the performance of the contract within the limits established by the entrustment upon the Freight Forwarder and for any possible ancillary obligation.

11.2 The liability of the Freight Forwarder acting as carrier related to any damage and claim arising from the operations of shipment and/or carriage, including possible technical stops, shall not exceed the limits of liability provided to the Freight Forwarder and/or Carrier under the relevant international law applicable to each shipment or under the relevant national law applicable to each carriage or shipment, including Italian law, and in any event the limits of liability cannot exceed the limits granted to the actual carrier.

"Technical stop" means the stoppage of the goods in a storage area, or in a warehouse, or in a terminal or in any other recovery area, for any need related to the performance or continuation of the carriage, or in any event related to the needs of storing the goods during the carriage or during stops on the way to delivering the goods to the Carrier or to the Consignee.

12. Loss occurred during unidentified leg

Whenever it is impossible to identify the leg of the carriage when the damage or the loss occurred, as well as in case of damage or loss occurred during warehousing and/or storage not identifiable as technical stop (including, therefore, the deposit granted free of charge or by courtesy) performed by the Freight Forwarder using his own facilities or performed by his agents, or in case the bailee or the agent could not benefit of the limits of liability during the period of storage and/or handling, the maximum limit of 8,33 DSP/kg shall apply in case of loss or damage to the goods.

13. Indirect damages

Irrespective to and in derogation of articles 1223 and following of the Italian civil code, the Freight Forwarder shall never be liable for indirect damages (such as, but not limited to: income losses, loss of profits or damages arising from delays in performing the carriage).

In case of shipments of samples and of commodities or goods to fairs, expositions/exhibitions, events and the like, compensation for any recoverable loss (if due) shall not exceed the amount of the agreed freight charge.

14. Claims

Any claim for loss, wrongful delivery, deterioration and damage must be submitted in writing and sent to the Freight Forwarder strictly within the deadlines and time-bars under any applicable law as provided by art. 11.

15. Insurance

If empowered by the Principal, the Freight Forwarder can enter into a contract of insurance on behalf of the holder of insurable interests for the coverage of risks of loss or damage to the goods. The costs of the coverage shall be specified in the quotation by the Freight Forwarder.

Without explicit instructions by the Principal, the insurance coverage, if required, shall be entered solely for ordinary risks, at the usual conditions of this kind of coverage for whom it may concern as a single shipment or as an open cover. In no cases the Freight Forwarder can be considered as insurer or coinsurer.

As an alternative, the Principal can directly provide and insure the shipment and/or the carriage. In this case the relevant insurance policy shall explicitly embody a waiver by the Insurer of his right of recovery against the Freight Forwarder.

Unless the Principal has not explicitly instructed the Freight Forwarder to do so, the latter shall not commence legal proceedings in order to seek recovery from the Insurer, interrupt time bars, follow developments of the survey. In the above mentioned case, an additional compensation shall be due by the Principal to the Freight Forwarder.

16. Force majeure

The Freight Forwarder shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by fortuitous events, by exonerating circumstances as provided by any applicable law as specified under art. 11, and in any event by circumstances out of his control such as, but not limited to:

- a) act of God;
- b) cases of force majeure such as wars, incidents/deteriorations to means of transport or embargoes, civil commotions or riots;
- c) defects, nature or inherent vice of the goods;
- d) acts, breaches of contract, omissions by the Shipper, by the Consignee or by anyone else who may have an interest in the shipment, by the State Administration, Customs or Postal Authority or any other competent Authority;
- e) strikes, lockouts or work conflicts.