

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.

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 the 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, ensuring 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. The Principal releases Italsempione from any liability connected to the shipment or from any liability connected to transport, if it was instructed to perform it. All compensation rights in favour of the Principal are intended to be in any case 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 The Principal verifies and warrants that; (i) the commodity being transported is not subject to any prohibition, embargo, restriction or limitation; (ii) all natural and legal persons involved in the logistics and international supply chain are not subject to sanctions or restrictive measures; (iii) the countries of departure, transit and destination are not subject to sanctions or restrictive measures or risk. 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 apply to all shipments. Unless otherwise foreseen, the goods shall be considered lost thirty days after the expiry of the agreed delivery date or, if no delivery date has been established, within sixty days of receipt of the goods by the carrier.

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, by whatever means, 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.