

General Shipping Conditions - EXPOTRANS

1. Introduction

These General Conditions regulate (unless otherwise established by written agreement and expressly between the parties) the obligations arising from contractual relationships stipulated by the Freight Forwarder and from acts or facts carried out by employees, agents and representatives of the latter; these General Conditions also define, to the extent and in the manner provided, the Freight Forwarder's liability.

These Conditions are published in digital format on the website www.expotrans.net.

Unless otherwise specifically agreed by the Parties, any general terms and conditions unilaterally drawn up by the Customer shall not apply to the contractual relationships for the Freight Forwarding Services entrusted by the Customer to the Freight Forwarder. In addition, any amendment to these Standard Trading Conditions shall not be valid and enforceable unless expressly agreed in writing by the Parties.

2. Definitions

In these General Conditions, the following terms have the meaning specified below:

- a) Freight Forwarder: the person who receives the shipping mandate for the stipulation of the transport contract and/or for the performance of one or more ancillary operations;
- b) Freight Forwarder-carrier: the person who physically performs all or part of the transport, or expressly assumes (by virtue of an ad hoc agreement) the execution of the same;
- c) Principal: the person who grants the shipping mandate for the stipulation of the transport contract and/or for the performance of one or more ancillary operations;
- d) Sender: the person who is the sender or loader in the context of the transport contract stipulated by the freight forwarder;
- e) Carrier: the person who physically performs or assumes the execution of the transport;
- f) Parties: the Freight Forwarder or the Freight Forwarder-Carrier and the Principal/Customer.

The term Freight Forwarder is also intended to refer to the Freight Forwarder-carrier, unless the provision distinguishes between the two cases. The term Freight Forwarder-carrier is always intended to refer specifically and exclusively to the case referred to in letter b) above.

3. Scope of application

The Principal expressly accepts, whether acting on his own behalf or for others in the stipulation of the shipping and/or transport contract, that these General Conditions have and find full and unconditional application to all contractual relationships with the Freight Forwarder, as well as to all actions and complaints, including those of an extra-contractual nature, against the latter.

4. Assumption/acceptance of tasks

The Freight Forwarder, by virtue of the mandate received, usually in writing, will stipulate the transport contract as well as carry out the ancillary operations, acting with the necessary discretion, with the right to ship the goods by grouping them with other goods (unless otherwise ordered in writing) always operating with the utmost diligence, acting as a freight forwarder and not as a freight forwarder-carrier.

The Freight Forwarder, unless otherwise agreed in writing, does not accept the performance of shipping and/or transport activities relating to dangerous goods, which may cause harm to people, animals, other goods or things, or are subject to deterioration, are unpackaged or have insufficient/inadequate packaging, as well as valuables, coins, precious goods, works of art. By way of example and not limited to, dangerous goods are understood to be goods classified as dangerous by IATA, IMO, ICAO, or contemplated in the ADR/RID regulations.

If such goods are entrusted to the Freight Forwarder without his prior consent, or the Freight Forwarder accepts the mandate on the basis of incorrect, incomplete or untrue information in relation to the nature or value of the goods, the Freight Forwarder has the right to terminate the contract, or, if circumstances so require, to refuse, store or otherwise dispose of the goods, or even, in the event of danger, to proceed with their destruction, and the Principal and/or the Sender are in such case required to respond for all harmful consequences and expenses that may arise from them in various ways. The Freight Forwarder may request fees calculated on a flat-rate basis pursuant to Article 1740 of the Civil Code, acting in such case as a freight forwarder and not as a freight forwarder-carrier.

5. Delivery terms

Any terms of delivery or transit times stated in the Quotations and/or arrangements shall be deemed indicative only and shall in no event be mandatory.

The Freight Forwarder does not guarantee compliance with delivery terms, and therefore cannot be held liable in any case for delays in the collection and transport and/or delivery of any shipment regardless of the cause of such delays or requests by the Principal for particular delivery terms even if resulting from the shipping documents.

6. Declarations and warranties of the Principal/Sender

The Principal and the Sender guarantee and therefore declare:

- that the shipment has been correctly and accurately described in all transport documents;
- that they have taken note of the goods or assets that the Freight Forwarder has declared unacceptable for transport, and that the same have not been included in the shipment;
- that the nature of the goods, the number, quantity, quality, content of the packages, the gross weight (including the weight of packages and pallets and their bulk), the dimensions and any other information provided are true and correct;
- that the packaging and labelling used, in relation to the goods contained and the method of transport, are considered suitable;
- the exportation or importation of the goods to be forwarded, are not, also in respect of the receiving entities, subject to any restrictions and/or embargoes established at the international or national level.

The Principal and the Sender expressly declare to indemnify and hold the Freight Forwarder harmless from any damage, claim or expense of any nature that may arise from the violation of the guarantees indicated above, as well as from the lack, insufficiency or inadequacy of the packaging, or from the failure to indicate on the goods and packages the precautions necessary for their handling and lifting.

If the Freight Forwarder is entrusted with the task of carrying out and taking care of customs operations, the Principal and/or the Sender guarantee that the documentation that accompanying the goods is authentic, complete and free of irregularities and that the goods strictly correspond to the type described, comply with the current regulations, are free to export/import and are in compliance with the marking.

The Principal and/or the Sender are also required to provide in good time all the information, data, customs codes, voice and customs classification of the goods and all documents necessary to carry out the customs operations.

Furthermore, the Principal and/or the Sender authorize the forwarder to manage all shipment data, possibly also those data that could be considered sensitive data, in order to allow the forwarder to carry out all administrative and/or operational procedures that may be necessary to carry out electronically in order to guarantee the shipment the best assistance.

7. Freight Forwarder Quotations

The Freight Forwarder quotations and the agreements relating to prices and conditions refer only and always to specified services and do not include, unless otherwise agreed, additional costs resulting from operations carried out outside normal working hours. Unless otherwise agreed, they are considered binding only for goods of normal volume, size, weight and quality, in relation to the transport method envisaged.

8. Freight Forwarder Advances and Credits

If, as a result of existing agreements, the Freight Forwarder advances freight, transport fees, container rental, duties and expenses and other sums, for any reason, the Principal and/or the Sender are required to pay the amount due for such advance, interest for any delays and any losses due to variations in the exchange rate between currencies.

The Principal and/or the Sender are required to fully indemnify the Freight Forwarder from requests for payment of freight, duties, taxes, damage contributions, fines or other sums requested for any reason from the Freight Forwarder. If the sums and fees due to the Freight Forwarder are charged to the recipient or third parties, the Principal and/or the Sender remain required to immediately pay the same if for any reason the Freight Forwarder does not receive the timely and spontaneous payment of the sums due to him.

Unless otherwise agreed, no sum due to the Freight Forwarder may be offset against other sums claimed by the Sender/or Principal, for any reason.

9. Right of retention

The Freight Forwarder has, against the Principal, the Sender and any other party with whom it contracts, a privilege and right of retention on the goods and other assets in its possession in relation to overdue or expiring credits, and may also assert such right against the recipient and/or owner of the goods.

10. Operational exceptions: delay or refusal to load or receive the goods

The Sender and/or the Principal are required to reimburse and hold harmless the Freight Forwarder in relation to any sum or cost due, including those for stops of the means of transport, including containers, swap bodies and the like, for the return of the goods to the warehouse, for storage and subsequent redelivery.

In the event of refusal or unavailability of the recipient, the Freight Forwarder, if promptly informed of the storage and authorized to intervene, may adopt the necessary or appropriate measures for the custody of the goods and their return, acting in the name and on behalf of the Principal and/or the Sender, who bears the risk of any losses, damages or thefts.

11. Responsibility

11.1 The Freight Forwarder is not responsible for the execution of the transport but exclusively for the execution of the mandate received, as well as any ancillary obligations.

11.2 The liability of the Freight Forwarder-Carrier, when foreseen and attributable to him, in relation to any damage and claim for compensation arising from the entrusted shipping and/or transport operations, including any technical stops, may not exceed the compensation limit that can be invoked by the Freight Forwarder and/or the carrier on the basis of and as a result of the uniform legislation applicable to each individual shipment or the national law applicable to the individual transport and/or shipment, including Italian law, and in any case the compensation limit applicable and invoked by the carrier who actually carries out the transport.

Technical stop means the stopping of the goods in a storage area, or in a depot or terminal or in another storage area, for needs connected to the execution or continuation of the transport, or in any case linked to the need to safeguard the goods during the transport or while waiting for the delivery to the carrier or the recipient.

12. Damages occurring during an unknown route

In the event that it is impossible to identify the leg of the transport during which the damage or loss occurred, as well as in the event that the damage or loss occurs during a storage and/or depot phase that cannot be classified as a technical stop (including therefore free or courtesy storage) performed by the Freight Forwarder using its own facilities or by its auxiliaries, or again in the event that the warehouseman or the auxiliary in the storage and/or handling phase cannot invoke compensation limits, the maximum limit of 8.33 special drawing rights per kilo of lost or damaged goods will apply.

13. Indirect damages

In any case, any compensation due by the Freight Forwarder for indirect damages is excluded, and this is also provided for in derogation of articles 1223 et seq. of the Civil Code, (such as, with an indication that is purely exemplary and is in no way exhaustive: loss of earnings, loss of interest or damages resulting from delays in the execution of the transport).

In particular, for shipments of samples and goods or merchandise that the principal or the sender have expressly indicated as intended for fairs, exhibitions, events and the like, compensation (if due) is limited to the amount of the agreed freight.

14. Complaints

Complaints for any loss, wrong delivery, average or damage, shall be made in writing and sent to the Freight Forwarder, by certified email (PEC) or by registered mail, mandatorily within the deadlines set by applicable national and international laws and regulations.

15. Insurance

If the Principal intends to insure the risk of damage or loss to the goods, he may instruct the Freight Forwarder to arrange insurance coverage on behalf of the person entitled to it. The costs of the aforementioned coverage will in this case be specified in the Freight Forwarder's quotation.

In the absence of express instructions from the Principal, any coverage, if requested, is arranged only for ordinary risks, in the

usual forms of insurance on behalf of the person entitled to it or on behalf of others or by subscription. In no case may the Freight Forwarder be considered as an insurer or co-insurer.

Alternatively, the Principal may directly insure the shipment and/or transport, it being understood that, in such an eventuality, the relevant policy must contain an express waiver of the right of recourse against the Freight Forwarder by the insurer.

The Freight Forwarder is not obliged to act to obtain insurance compensation, interrupt limitation periods, take care of the performance of the expert activity, unless the Principal has assigned this task for a fee to be agreed upon *ad hoc*.

16. Causes of force majeure

Neither Party shall be liable for non-performance of their respective obligations hereunder whenever it is impossible for such Party to perform all or part of the Service(s) hereunder and such impossibility is to be imputed to a "Force Majeure Event", meaning the occurrence of any event or circumstance preventing either or both Parties from performing all or part of one or several of their contractual obligations hereunder and/or under the Freight Forwarding Contract, if and insofar as the Party so prevented (herein below the "Concerned Party") proves that: (a) said event or circumstance preventing the same from performing is beyond such Party's reasonable control; and (b) said event or circumstance could not be reasonably foreseen at the time of the conclusion of contract; and (c) the effects of said event or circumstance could not be reasonably avoided or overcome by the Concerned Party.

17. Applicable law

Except insofar as expressly established by the Freight Forwarder with reference to liability, the validity, interpretation, construction, and performance of these General Shipping Conditions and of the freight forwarding contracts entered into from time to time between the Principal and the Freight Forwarder, and/or the related Freight Forwarding Orders, shall be governed by Italian law.