

# FREIGHT FORWARDING GENERAL CONDITIONS

## Art. 1 – Introduction

These General Conditions (unless otherwise established pursuant to express written agreement signed between the parties) shall govern the parties' obligations pursuant to any contractual agreements stipulated between the Customer (Principal of the Shipment) and the Freight Forwarder ALLTRANS SRL.

The parties therefore acknowledge and accept that any single "Shipping Order" by the Principal, as well as any "Quotation" by Freight Forwarder are strictly subject to the application of these General Terms and Conditions. The Principal therefore expressly accepts that the present General Conditions find full and immediate application to all contractual relationships arising with the Freight Forwarder Alltrans Srl, as well as all actions and / or claims that could be exercised against this latter.

## Art. 2 – Definitions

In these General Conditions the following terms are used with the meaning specified below:

- a) Freight forwarder: the party who receives the shipping mandate for the stipulation of the transport contract and / or for carrying out one or more ancillary operations (pursuant to Article 1737 et seq. of the Italian Civil Code);
- b) Freight Forwarder acting as carrier: the subject which actually carries out all or part of the transport, or which expressly provides (pursuant to ad hoc agreement) for the execution of the same;
- 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 loader, 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 also refers to the Freight Forwarder-carrier unless the provision does not separate the two cases. The term Freight Forwarder-carrier is meant instead always referring specifically and exclusively to the case referred to in letter b) above.

It is understood between the parties that, pursuant to and for the purposes of this contract, unless otherwise agreed in writing, Alltrans will always and only act as a mere Freight Forwarder, providing for the stipulation, in own name and on behalf of the Principal, one or more transport contracts, also organizing any ancillary activities necessary to the shipment, pursuant to art. 1737 and ss. c.c.

## Art. 3 - Freight Forwarder's Obligations

The Freight Forwarder, as a result of the mandate received, will stipulate one or more contracts for transport as well as will carry out any ancillary operations necessary to fulfill the Principal's requests, acting with the discretion required by their professional obligations and with the right to consolidate cargo as groupage (unless otherwise explicitly agreed in writing between the parties), always operating with the utmost diligence and acting as a forwarder (and not as a forwarder acting as carrier).

The Freight Forwarder, unless otherwise agreed in writing, does not accept to perform any forwarding activities and/or transport services activities related to dangerous goods potentially liable to cause prejudice to persons, animals, or things; perishable goods; goods not packed or non-properly/sufficiently packed; as well as of values, coins, precious goods, works of art. Dangerous goods will include but will not be limited to goods classified as dangerous by IATA, IMO, ICAO, or contemplated in the ADR / RID discipline.

When required by current Italian legislation, the Freight Forwarder undertakes to conclude transport contracts exclusively with truck carriers certifying, through effective documentation, to be in possession of the following requirements:

- (i) be authorized for the exercise of the road transport activity on behalf of third parties, using suitable vehicles for the carriage required, granting that these requirements will remain valid for all the duration of the Contract;
- (ii) observe collective and individual labor legislation;, social security and welfare regulation,, residence permits regulation, as well as road transport acts;
- (iii) provide for drivers' qualification, as well as for compulsory periodic training, without prejudice for exemptions provided for by law;
- (iv) assure regular tax and contributions payment by Italian DURC;
- (v) comply with all law provisions relating to transport services.

The Freight Forwarder undertakes to provide express instructions to Carriers as they shall, in the performance of their assignment, comply with all road traffic safety regulations, i.e. as per Italian Road Code articles: 10 and 62 (maximum mass), 61 (maximum gauge),142 (speed limits), 164 (load rules on the vehicles), 167 (exceeding the mass indicated on the registration certificate),174 (driving and parking times); as well as compliance with any Italian carriage regulation, i.e. D. Lgs 286/2005 and any subsequent amendments.

Parties agree that, for any event of loss, damage or goods deterioration, as in case of Carrier's breach of contract, the Principal will have the right to take action directly against the effective carrier; while it's understood that Freight Forwarder's contract obligation consist in choosing a competent and professional carrier. Freight Forwarder shall have the right to be reimbursed by Principal for any cost occurred (e.g. amounts paid to the carriers, expenses or taxes) and any fee or remuneration agreed by parties, also on a lump-sum basis, for the assignments.

In any case, the Freight Forwarder shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by fortuitous events or events caused by circumstances out of his control and / or force majeure such as (but not limited to): natural disasters, strikes, wars, riots or civil revolts; as well as acts by a State Administrations and / or any exonerating circumstances applicable as per International transport regulations (e.g. embargoes; civil war and riots; accidents / vehicle breakdowns; Customs acts etc.).

#### **Art. 4. Time of Delivery**

Due to the nature of the freight forwarding assignment, the Principal acknowledges that the Freight Forwarder cannot guarantee the delivery of goods on a specific time. Any Time indicated into quotations must always be understood as indicative and never peremptory, and in any case always subject to Carriers' discretionary and technical-organizational choices.

#### **Art. 5 - Insurance**

Parties agree that, without specific instructions in writing by the Principal, Freight Forwarder cannot enter into a contract of insurance on behalf of the holder to protect goods from any loss or damage during carriage.

If empowered by the Principal ALLTRANS will enter into an insurance contract on behalf of the holder or whoever is entitled, and Principal will have to pay any related costs. In no case can the Freight Forwarder be considered insurer or co-insurer.

Unless the Principal has not explicitly instructed 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.

#### **Art. 6 - Complaints**

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 law and, in any case, within the useful terms ruled by international regulations for sea and / or air and / or truck transport; delay will imply the impossibility - not attributable to the Freight Forwarder's fault - to claim damages against the responsible carrier, and without Freight Forwarder being held responsible for any sort of compensation.

#### **Art. 7 - Declarations and warranties by the Principal /Shipper**

The Principal and /or Shipper warrant and declare that:

- the shipment has been correctly and accurately described in every document of carriage;
- the nature of the goods, number, quantity, quality, and the contents of the packages, the gross weight (including the weight of packaging and pallets and their overall dimensions), the dimensions and any other information provided is true and correct;
- the packaging used, labeling, and loading and stowage operations, if handled by the Principal or by its own servant, , are appropriate and compliant to safe transport quality standard.

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.

The Principal also guarantees that documentation representing the goods is authentic, complete, and free of irregularities and that the goods strictly correspond to the type described, compliance with current regulations, free export / import and labeling.

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 labeled. 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.

The Principal shall pay the amounts agreed with the Freight Forwarder, within the agreed time, providing any requested instruction relating to the shipment.

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 should not be paid 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.

The Principal is also required to refund and hold the Freight Forwarder harmless in relation to any sum or cost arising due to the refusal or failure to collect the goods by the Consignee, as well as the unavailability of this latter. The Freight Forwarder, if promptly informed of the necessary goods storage, and if possible, will be entitled to take the necessary and appropriate action to protect goods and to return them to the Principal, always entering into contract in the name and on behalf of the Principal , who will take charge of risk of any loss, damage..

#### **Art. 8 - Applicable Law**

This contract and any possible relation between parties is ruled by Italian Law and, in particular, articles 1737 and following of Italian Civil Code. Any possible different future agreement, non compliant with these General Condition, shall be in writing or will be considered null and void (art. 1352 Italian C.C.). In the event that any provision(s) of these General Conditions shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any

other provisions hereof and, in this case, Parties will cooperate in good faith to substitute any null clauses with valid and effective ones.

#### **Art. 9 - Jurisdiction**

Any and every dispute that may arise relating to the effectiveness, interpretation and / or execution of this contract shall fall under the exclusive jurisdiction of the Court of Milan, Italy.

#### **Art. 10 - Consideration and payment**

Principal shall pay to Freight Forwarder every amount agreed for freight forwarding services and in any case any cost occurred for the execution of the assignment given and received.

The Freight Forwarder may request fees calculated also on a flat-rate basis, but this does not mean Freight Forwarder is acting as carrier.

In case the amounts and retributions due to 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 Freight Forwarder is not paid immediately and spontaneously by the obliged party.

Customs duties are always to be paid in advance by the Principal.

In case of late or non-payment by the Principal, Freight Forwarder shall have a lien on the goods and, in any case, pursuant to and by effect of Legislative Decree 231/2002, interests on arrears will be applied to sums due by Principal.

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.

#### **Art. 11 - Lien on Cargo**

ALLTRANS shall have a lien on the goods and on other detained properties relating to credits accrued or close to the date of due payment against the Principal, the Shipper and other third parties.

#### **Art. 12 - Liability**

The Freight Forwarder shall not be liable for the performance of the carriage but solely for the performance of the contract and for any possible ancillary obligation.

The liability of ALLTRANS as Freight Forwarder acting as carrier, when contemplated and ascribable, 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 uniform transport law applicable to each shipment or under the relevant national law applicable to each carriage or shipment

(i.e. Article 1696 of the Italian Civil Code for national road transport and multimodal, national and international, transport; Montreal Convention for transport by air; Brussels Convention of 1924 et seq. and/ or U.S. Convention COGSA for maritime transport; CMR Geneva Convention for road transport etc. and / or the Italian national law applicable to the single transport route according to art.1696 of the Italian Civil Code), and in any event the limits of liability cannot exceed the limits granted to the actual carrier.

For multimodal transports, whenever it is impossible to identify the leg of the carriage when the damage or the loss occurred, as well as for the eventuality that damage or loss occurred during warehousing and/or storage (therefore including free or courtesy storage), even if performed by the Freight Forwarder using its own facilities and / or third party facilities, pursuant to art. 1696 Italian Civil Code the maximum compensation limit in national transport shall be equal to 1,00 Euro for each/Kg of lost or damaged goods; and the maximum compensation limit shall be equal to 3,00 Euros for each/kg of lost or damaged goods occurred during an international transport.

In any case, 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) and penalty.

#### **Art. 13 - Termination of the mandate**

The Principal may at any time revoke the freight forwarding mandate., It's being understood that the revocation will not have effect referring assignments already begun or executed.

Therefore, in the event of termination of the mandate, the Freight Forwarder will retain the right to be paid for any service completed or in progress at the time of revocation, excluding the possibility to claim any sort of indemnity or damage compensation.

#### **Art. 14. Data processing**

ALLTRANS undertakes to process personal data in full and unconditional compliance of the European Regulation 679/2016 (GDPR). The Privacy Policy, provided pursuant to art. 13 of the GDPR, is available at the web address: <https://www.alltrans.com/it/privacy-policy.html> and is intended to be transmitted to the Principal together with these General Conditions.

Alltrans and the Principal mutually undertake to maintain maximum confidentiality on all data and information of which they may have gained knowledge during and / or by reason of the contractual relationship.

#### **Art. 15. Code of Ethics**

Alltrans has adopted its own Code of Ethics and an Organization and Management Model, available at following web address: <https://www.alltrans.com/it/codice-etico.html> which the Principal, entrusting the Freight Forwarder, declares to know and approve.

#### **Art. 16. Trade Compliance**

The Parties agree and are aware that the export, import, re-export and in-country transfer of goods and/or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. export laws and regulations (hereinafter "Trade Regulations"). Each Party warrants and represents that, in the fulfillment of its obligations under this Agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time. Principal is responsible for determining whether Principal's transactions are subject to Trade Regulations.

Principal shall not engage Freight Forwarder to perform prohibited services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those services are subject to Trade Regulations. If necessary, Principal will obtain or qualify for all licenses, approvals, authorizations and/or exemptions required for compliance with Trade Regulations and provide Freight Forwarder with documentation of the same.

In cases services requested by Principal would conflict with Trade Regulations, Principal acknowledges that Freight Forwarder will have the right to suspend every services without incurring in any responsibility and with the right to be fully indemnified by the Principal for any charge, penalty or cost related to the shipping service requested.