

GENERAL CONDITIONS

1. Applicability. These general conditions apply to all assignments entrusted by the Principal -Customer recipient the offer- to Fanfani srlu, even if they were not preceded by an offer. They shall be of full and unconditional value between the contracting parties unless expressly derogated by a written agreement. **2. Duties of the Freight Forwarder :** Fanfani srlu assumes the assignments under the conditions and according to the regulations or to the norms applied from the Companies of marine and/or aerial navigation and/or from the terrestrial, railway, fluvial, multimodal carriers, companies and harbour agencies or of deposit, Italian and foreign, whose services are requested by Fanfani srlu, also in the name and on behalf of its principal and by virtue of the mandate received. It is understood that the responsibility of Fanfani srlu towards the principal may not be greater than that of its agents or correspondents and/or of the carriers, companies or entities used in the performance of the mandate and this according to the laws, provisions, regulations and customs in force in the country of the said foreign agents or correspondents.

3. Obligations and responsibilities 3.1 Fanfani srlu undertakes to carry out the mandate entrusted to it with the diligence of the good forwarder. 3.2 Fanfani srlu has the right to carry out the shipment of the goods, grouping it with others, unless written order to the contrary from the principal. 3.3 Fanfani srlu assumes no responsibility for the exact interpretation of instructions transmitted verbally or by telephone from the principal that have not been clearly and in writing confirmed. 3.4 Where the exact customs heading is not supplied, Fanfani srlu or its agents or persons in charge may proceed to make the customs declaration based on the data and documents provided and the principal declares to and undertakes to indemnify and hold Fanfani srlu, its agents and/or persons in charge of any dispute should be formulated by the control offices or by any other competent office. 3.5 Fanfani srlu has the right to substitute others to itself in the execution of the mandate pursuant to and for the effects of art. 1717 cod. civ. being authorized to do so by the principal. 3.6 Fanfani srlu shall not be liable for the actions of carriers, warehousekeepers, packers, auxiliaries, customs agents, insurers and/or banks whose services it has requested in fulfilling its mandate. 3.7 Fanfani srlu is not required to verify whether the carriers and/or the other subjects mentioned above and/or the means employed by the same are equipped with adequate insurance coverage of liability or whether they are or are not certified. 3.8 The assignment to release incoming goods authorizes, but does not oblige, to advance the freight charges on the goods, the sender's claims and cheques, customs duties and other charges. Fanfani srlu cannot be held responsible by the principal for parking expenses, damages etc. 3.9 Fanfani srlu is not obliged to check or draw the attention of the principal to the existence of legal impediments or authorities regarding the shipment such as, for example, import, export or transit restrictions. 3.10 Fanfani srlu is not required to verify the existence, the integrity and adequacy of the packaging of the goods entrusted to it for shipment and shall not be liable for any damage caused by goods not packed or insufficiently or inadequately packed

or packed in used packaging or in packaging which is altered as a result of handling or because of the nature of the packaged goods. 3.11 Fanfani srlu does not guarantee terms of return or certain orders of precedence in the execution of the shipment nor the accuracy of the indications received from the carriers about the dates of loading, unloading or delivery of the goods, as well as those of destination of the means of transport. The transit-time is always that notified from the carrier that will carry out the transport and is merely indicative and not binding, being subject to the variables of every single trip let alone to the general conditions of policy practiced from the same carrier. 3.12 Fanfani srlu is not obliged to insure the goods entrusted to it for shipment unless the client expressly and in writing requests it. In this case, the principal will refund the cost of the premium. If the principal so requests, Fanfani srlu will contract the insurance according to the general and particular conditions of the policies issued by the Insurance Companies of the same chosen. In the absence of precise clarification by the principal of the risks to be insured, it is understood that only ordinary risks (excluding, for example, war risks) will be covered. If the insurance is taken out by the sender or the recipient, the principal undertakes to ensure that the insurance conditions exclude the insurer's right of return against Fanfani srlu.

4. Inspection of goods Fanfani srlu shall have the right, but not the obligation, to inspect the goods entrusted to it at any time.

5. Dangerous goods Fanfani srlu will not take over for the consignment goods that can cause injury to persons, animals or things, goods classified as dangerous in the codes IMDG of the IMO, IBC (chapter 17) and IGC (chapter 19) of the IMO, by the European Agreement on the International Carriage of Dangerous Goods by Road ADR, or by other national regulations. Community or international or restricted by IATA or ICAO, or goods subject to rapid deterioration or decomposition, unless otherwise agreed in writing. If such goods are entrusted to Fanfani srlu without the agreement referred to above, Fanfani srlu shall have the right to reject them, and the principal shall be liable for all harmful consequences and to bear any costs that may arise.

6. Obligations and liability of the principal

6.1 The principal must specify the nature of the goods, the number, the quantity, the quality and the contents of the packages, their gross weight, the dimensions and any other information useful for the execution of the mandate.

6.2 The principal, that is the shipper, must deliver to Fanfani srlu goods packed properly and in any case according to commercial usage. In particular, the shipper is required to mark the goods with labels that allow the easy and unequivocal identification of the nature and characteristics of the goods.

6.3 With regard to air shipments in particular, the principal assures and guarantees that these do not contain prohibited articles as specified by ICAO (cf. Annex 17 ICAO) or other national or international regulations governing aviation security.

6.4 Shipments may be subject to security controls and/or controls by the Customs Authority, including the use of X-ray systems and the sender acknowledges and accepts that their shipments may be opened and the contents thereof checked during the journey. Fanfani srlu is therefore expressly authorized to carry out or allow any security check on all the goods shipped. In the event of a check requested by the Customs Authority, all costs for assistance with checks and handling of goods/containers shall be borne by the principal or the shipper.

6.5 The shipper also guarantees that he has prepared the shipment for transport to safe places, using reliable

personnel and that the shipment has been safeguarded from any unauthorized or unlawful interference during the preparation, storage, transport and/or containerization until the moment immediately prior to the entrustment of the goods to Fanfani srlu for shipment.

6.6 The principal is obliged to send to Fanfani srlu in good time, clear and precise instructions regarding the choice of route, means and means of transport as well as the documents necessary for the taking over and shipment of the goods. In the absence of instructions or in the case of obscure and/or impracticable instructions, Fanfani srlu will operate according to its own discretion, according to the best interests of the principal.

6.7 The principal shall be obliged, unless otherwise agreed in writing, to bring forward to Fanfani srlu the means necessary for the execution of the mandate and for the fulfilment of the obligations which, to this end, Fanfani srlu has assumed and/or shall assume also in the name and on behalf of the principal. Fanfani srlu is not required to advance money on behalf of the principal. If, by agreement, Fanfani srlu advances the necessary funds, or the sums requested by Fanfani srlu are not received promptly, the latter will be due, in addition to the normal powers, to the commission for advance funds and the default interest pursuant to Legislative Decree no. 231/02 and subsequent amendments, including any exchange losses, if at the time of collection of the currency in which the count was established this has suffered a decrease.

6.8 The principal shall be liable for all harmful consequences resulting from the omission, inaccuracy or inaccuracy of the foregoing indications and the lack thereof, insufficient or inadequate packaging and failure to report on packages the precautions necessary for their handling and lifting as well as any breach of the commitments made to Fanfani srlu and undertakes to indemnify and hold harmless Fanfani srlu by any consequence, cost, damage, expense, including legal costs, the same should suffer as a result of the default or violation by the principal of the guarantees, obligations and insurance provided therein.

6.9 The principal undertakes not to allow any other party having an interest in the shipment to make a complaint or bring an action against Fanfani srlu in relation to the shipment, and in default - if a claim or an action was filed anyway - undertakes to indemnify and hold harmless the Fanfani srlu from the consequences of the claim or action and from the consequent costs and costs (including legal).

7. Special rules for shipments to and from ports

7.1 Loading and unloading shall be carried out in accordance with the local regulations and customs of the ports and with the rules laid down by the carriers pursuant to clauses contained in the bill of lading or the charter contract.

7.2 Unless otherwise agreed, the agreed prices do not include any additional costs arising from the loading, transshipment or landing of goods during the night, Saturday, Sunday or public holiday, rainy day, etc.

7.3 If Fanfani srlu takes care of the forwarding and routing to the ports of loading of the goods entrusted to him for the shipment, he shall not be responsible for delays which may, for any reason whatsoever, occur or consequently for the shortshipments, stops, demurrage / detention / storage charges, unloading to earth, damages or hires "empty for full" demanded from the Companies of navigation and/or from their Agents etc. The principal shall bear the special costs arising from the operations referred to in points 7.1,7.2,7.3.

7.4 In the case of container demurrage/Detention/port storage or other charges attributable to the shipment itself accrued to fate due to the Council's inability to collect the goods or for any

other reason due to the Shippers' or Consignees' shortcomings, or for all handling costs, container transshipments, customs visits, etc. in the ports of departure and/or destination, the principal undertakes to take direct responsibility with the Carrier and/or other third parties for the payment of the same and, in any case, will make available to Fanfani appropriate funds spent on advances, and will be fully indemnified from all payment claims (including interest and expenses) that may be addressed to these titles by the Carrier and/or other third parties or any liability and/or damage that Fanfani srlu should suffer in execution of this mandate. The above is valid approved even if, for commercial reasons, Fanfani is referred to as Shipper in the Master Bill of Lading .

8. Waiver of the mandate Notwithstanding the provisions of art. 1727 cod. civ. Fanfani srlu shall have the right to waive the mandate conferred on it at any time even if there is no just cause. A Fanfani srlu shall in any case be reimbursed for all expenses incurred up to the time of the waiver.

9. Privilege and right of retention In the event of default by the principal, Fanfani srlu shall have the right to stop the execution of shipments subsequent to that subject to its outstanding claims, and, if a shipment has already begun, to immediately suspend its performance; in addition, it is recognized the special privilege and the related right of retention pursuant to the combined provisions of Articles. 2761 and 2756, 2 certain and 3 particular paragraph, cod. civ. on all goods and related transport documents of consignments subsequent to that for which its outstanding claims are made. These rights may also be enforced against other persons entitled to the goods (consignor and/or consignee and/or owner of the goods if different from the principal).

10. Limitation of liability. In the execution of the present mandate, Fanfani srlu acts exclusively in its quality of shipper with representation (art. 1737 cod. civ.). If, even by issuing its own transport documents, Fanfani srlu should instead assume the quality of freight forwarder-carrier or carrier, its liability will still be limited according to the rules of international conventions (Brussels Convention 1924 and Hague-Visby Rules - Geneva Convention 1956 C.M.R. - Montreal Convention 1999 - etc.) or national laws respectively applicable on the basis of the specific route where loss, damage, error or delay occurred, or, if it is not possible to ascertain the time at which the harmful event occurred, according to the rules on the contract of carriage provided for by art. 1696 cod. civ. In no case, Fanfani srlu may be held liable for damages resulting from, caused or resulting from delay and/or consequential or indirect damages (such as, but not limited to, commercial or financial damage, loss of earnings, profit or market, loss of reputation, opportunity or interest, etc.).

11. Terms of payment. 11.1 Unless otherwise indicated in the commercial offer and/or invoice, the payment of the claims of Fanfani srlu shall be understood as a direct remittance of the invoice. Advances for customs duties will always be refunded on sight. 11.1 In the event of disputes, the invoice must be immediately returned to the offices of Fanfani srlu by the principal together with the relative exceptions. 11.3 It is understood that the payment will be made without compensation /deductions of sums charged or invoiced for any reason to Fanfani srlu, unless the latter expressly authorizes the aforementioned compensation. 11.4 If, for any reason, not dependent on Fanfani srlu, the above mentioned payment terms are not respected, the default interest pursuant to D.Lgs. 231/02 and subsequent amendments will be applied.

12. Impossibility of execution of the dispatch order. Events

that are not caused by Fanfani srlu and/or by the persons in charge of the latter, but that prevent in whole or in part from fulfilling its obligations (including, but not limited to, wars, earthquakes, floods, uprisings, riots or popular movements, fires, strikes or lock-outs, as well as all causes of force majeure provided for in the International Conventions) will exonerate Fanfani srlu for the period of their duration from liability with regard to the assignments affected by those events. In such cases, Fanfani srlu will have the right to withdraw from the contract even if it has been partially executed and the same right will be up to the principal. In case of withdrawal, it is understood that the principal must reimburse to Fanfani srlu all the expenses incurred by the latter (including, but not limited to, transport, rental storage, storage, storage, rest, insurance and/or delivery, even if required by force majeure). **13. Applicable law.** For what is not expressly provided for in these general conditions, it is understood that Italian law and in particular art. 1737 ff. of the Civil Code. **14. Jurisdiction and jurisdiction.** The parties expressly agree that any dispute that may arise between them regarding the interpretation or termination of this contract will be subject exclusively to Italian jurisdiction and the exclusive jurisdiction of the court of Livorno **16. Privacy.** For the purposes of carrying out the tasks, the principal authorizes Fanfani srlu to process his personal data including, if strictly necessary, sensitive data, in compliance with legal obligations and takes note that he has the rights referred to in D. Lgs. 196/2003. Any communication be made directly to the address of Fanfani srlu.