

Freight Forwarding General Conditions

1. Recitals

These General Conditions shall govern the obligations of the parties pursuant to contractual agreements stipulated by Schenker Italiana S.p.A. (hereinafter "Schenker") and pursuant to acts or facts carried out by employees, agents and subjects appointed by Schenker; these General Conditions also define the responsibility, if any, borne by Schenker, to the extent and according to the procedures contemplated.

These Conditions are drafted in the Italian language and have been translated into English. In case of doubt or differences of interpretation between the versions, the Italian text shall prevail.

Exception made for each and every written agreement signed between subjects authorised for the purpose and with full powers.

Both versions of the General Freight Forwarding Conditions are published in digital format on the website:

www.dbschenker.com/it-it

2. Definitions

In these General Conditions, the following terms are used with the meanings indicated below:

- a) Schenker: the subject entrusted with the conclusion of the contract/s of carriage, and/or with the performance of one or more ancillary operations;
- 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 the contract/s 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 a contract of carriage entered into by Schenker;
- e) Carrier: the party actually performing or undertaking the performance of the contract of carriage.

3. Scope of application

The Principal, 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, explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with Schenker and to all the actions and claims against him.

By entrusting the shipment to Schenker, the Principal and/or the Shipper, on their own behalf but also on behalf of any other subject concerned in any manner whatsoever with the shipment, accept these General Conditions, and any and every other regulation indicated in the waybills or in the other contractual documents, including offers; the aforesaid acceptance holds firm regardless of the undersigning of the waybill and/or the other transport or contractual documents. In case of shipments disciplined by oral or written instructions or which are, in any case, incompatible with these General Conditions and without express derogation and written approval by Schenker, such instructions will be considered as not conferred and, in any case, as never approved by Schenker.

4. Assumption/acceptance of mandates

By virtue of the mandate received, which shall normally be issued in writing, Schenker shall provide for entering into the contract/s of carriage and for performing the eventual 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). Schenker, 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, 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 Schenker without previous agreement, or in case Schenker accepts instructions on the basis of wrong, incomplete or false information about the nature or value of the goods, Schenker 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.

5. Delivery terms

Also in compliance with the legislation on health and safety during transportation, Schenker does not guarantee to respect the delivery terms, which must always be understood as indicative and never peremptory, 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 therefore declare:

- that the shipment has been correctly and accurately described in all the transport documents;
- that the goods declared by Schenker 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 and the number, quantity, quality, content of the packages, gross weight (including the weight of packages and pallets and gross encumbrance of the same), the dimensions and every other indication given are true and correct;
- that the packaging and labelling used, related to the goods contained and to the conditions of carriage, are considered as appropriate.
- that the value / gross weight ratio of the goods entrusted does not exceed Eur 10.00/kg.

The Principal and the Shipper further explicitly declare to hold Schenker harmless from any damage, claim or cost at any title arising from the breach of the warranties above mentioned, or from the lack, insufficiency or inadequacy of packing, or from the lack of information on cargo and on packages about the necessary cautions to be used in handling and lifting the goods as well as from exceeding the value / gross weight ratio.

In case Schenker undertakes to perform customs operations, the Principal and/or the Shipper, warrants 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 also authorises Schenker 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. Payment terms

The payment terms for the services performed by Schenker are the following:

- at sight for customs duties;
- within and no later than 60 days, end of month of invoice date, for all other charges, also in application of the provision of paragraph 12 of art. 83-bis of Law¹ 133/2008.

In the case of late payment, pursuant to and by effect of Legislative Decree 231/2002, interests on arrears will be applied at the ECB rate (in force at the moment of the payment request), increased by 8 percentage points.

In addition, non-payment of even a single invoice, or a fractioned invoice if contemplated, will result in lapse of the agreed benefit of term, with every relative consequence of law, and the application of interests on arrears at the above indicated rate.

Schenker has the faculty of offsetting credit accrued by the Principal and/or the Shipper in its favour on any grounds, including cash-on-delivery amounts collected on their behalf, credit notes issued in their favour and indemnities for ascertained damages to goods transported, against the sums due by the Principal and/or the Shipper in payment for the services provided. The Principal and/or the Shipper therefore authorise Schenker, also in the name of its assignees, to carry out such offsetting.

8. Quotations and currency conversion

Quotations by Schenker and agreements on prices and conditions refer only and always to the specific services requested by the Principal as well as to the volume, size, weight (also in relation to the ratio with the value), quantity and type of goods communicated and do not include, unless otherwise agreed, additional costs resulting from further operations.

Where billing is carried out in a currency other than that expressed in the reference price, Schenker has the right to apply an additional percentage to the official ECB exchange rate.

9. Advanced Payment and credits of the Freight Forwarder

Whenever Schenker, 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

¹ Unless otherwise specified, all legislative provisions are those of Italian law.

and/or the Shipper shall refund these amounts to Schenker, 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 Schenker 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 Schenker. In case the amounts and retributions due to Schenker 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 Schenker is not paid immediately and spontaneously by the obliged party.

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

10. Lien on cargo

Schenker 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. Schenker shall have the same lien also against the Consignee and/or against the Owner of the goods.

11. Delays or refusals to load or receive goods

The Principal and/or the Shipper shall refund and hold Schenker harmless from any sum or cost due, including demurrages for means of transport and equipment, 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, Schenker, 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.

12. Liability

Schenker 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 Schenker 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 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.

13. Indirect damages and penalties

Irrespective to and in derogation of articles 1223 and following of the Italian civil code, Schenker 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.

14. Complaints

Any complaint for loss, wrongful delivery, deterioration or damage must be submitted in writing and sent to Schenker (also by certified e-mail to: schenkeritaliana@legalmail.it), strictly within the deadlines and time-bars under any applicable law as provided by article 12.

15. Insurance

If empowered by the Principal, Schenker 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 Schenker. Without explicit instructions by the Principal, the insurance coverage, always requested in writing, shall be entered solely for ordinary risks, at the usual conditions of this kind of coverage for whom it may concern for the value of the goods resulting from the documents held by Schenker, increased by 10%.

In no cases Schenker can be considered as an insurer or co-insurer.

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

Unless the Principal has not explicitly instructed Schenker 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 Schenker.

16. Force majeure and exemption of liability

Schenker 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. 12, 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 f) ban imposed by laws or regulations, including USA legislation, European Union law and national legislations.

In case the services provided under these General Conditions are or become, even partially, incompatible with the provisions of letter f), Schenker has the right to cancel the services at any time, without informing the Principal and without incurring in any responsibility towards the latter.

17. Data processing

Schenker undertakes to process personal data in full and unconditioned respect of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). The Privacy Policy, provided pursuant to art. 13 of the GDPR, is available at: <https://www.dbschenker.com/it-it/chi-siamo/privacy> and it is intended to be transmitted to the Principal together with these General Conditions.

Schenker and the Principal reciprocally 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.

18. Code of Ethics and 231 Model

The Principal declares that it is familiar with the provisions of law on the administrative liability of legal entities and, in particular, with the provisions of Legislative Decree no. 231 of June 8, 2001. To this regard, the Principal declares that it has adopted and effectively implements company procedures and practices and that it has issued instructions to its employees and/or collaborators which are suitable for preventing the offences, or the attempt to commit the offences, for which the sanctions contemplated by Legislative Decree no. 231 of June 8, 2001 are applicable, and it undertakes to ensure that they are all effectively implemented towards Schenker for the entire duration of the contract.

The parties agree that non-compliance, even partial, with the adoption and effective implementation of the above-indicated measures represents gross breach of contract. Consequently, Schenker shall have the right:

- a) to suspend the execution of the contract, to be rendered effective by registered letter containing a brief description of the information, including press information, circumstances of fact or judicial proceedings from which the breach can reasonably be presumed, and/or
- b) to unilaterally withdraw from the contract, also during the execution, or to rescind the contract, to be rendered effective by registered letter containing a brief description of the circumstances of fact or of the judicial proceedings proving the default.

The exercise of the right referred to in letters a) and b) above will take place to the prejudice of the Principal, in any case charging to this latter all the additional ensuing or consequent costs and expenses. Furthermore, the Principal shall be responsible for any prejudicial event or damage that could occur in connection to the default, holding Schenker harmless against all actions by third parties arising from or in connection with such default.

Schenker has adopted its own Code of Ethics and Organisational and Management Code, available at: <https://www.dbschenker.com/it-it/chi-siamo/compliance/odice-etico-e-modello> .

19. Trade Compliance

The Parties agree 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 ("Trade Regulations").

Each Party warrants and represents that, in the fulfilment of its obligations under the 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 Schenker 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 Schenker with documentation of the same.

Schenker reserves the right to suspend provision of services without any liability in cases where the services would violate Trade Regulations. Principal acknowledges that Schenker is not obligated to and will not provide services relating to internal repression or military goods.

20. Jurisdiction

Any and every dispute that may arise shall fall under the exclusive jurisdiction of the Court of Milan.