



PRIANO MARCHELLI S.P.A.

INTERNATIONAL FREIGHT FORWARDERS SINCE 1934

CAPITALE SOCIALE € 105.000,00 INT.VERS. ■ ISCRIZ. TRIB. N. 33844 ■ C.C.I.A.A. GENOVA N. 60103 ■ ALBO SPEDIZ. N. 166 MECC. Ge001345 ■ C.F./P.IVA 00260170105 ■ www.prianomarchelli.it ■ info@prianomarchelli.it

SHIPPING CONTRACT GENERAL TERMS

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1 - APPLICATION OF GENERAL PROVISIONS REGULATING THE IMPLEMENTATION OF THE MANDATE FOR NATIONAL AND INTERNATIONAL SHIPMENTS

1.1. These General Terms regulate (unless otherwise established by virtue of a written agreement and in an express manner between the parties) the obligations arising from the contractual relationships entered into by the Shipping Agent and from acts or deeds carried out by officers, agents and employees of the latter.

1.2. Those General Terms also define, to the extent and in the manner provided, the liability of the Shipping Agent.

1.3. These General Terms are published in digital format on the website (www.prianomarchelli.it) and are also published and deposited at (Studio Notaio Solimena, Via Roccatagliata Ceccardi 4 16121 Genova)

2 - DEFINITIONS

2.1. For the purposes of the correct interpretation of these General Terms the following definitions shall apply:

- a) "Shipping Agent": the entity that enters into the transportation contract and/or performs one or more accessory operations or, where it has been expressly agreed between the parties, materially carries out all or part of the transportation, expressly accepting (by virtue of an ad hoc agreement) the implementation of the same;
- b) "Principal": the entity that grants the shipping mandate for the stipulation of the transportation contract and/or the completion of one or more accessory operations;
- c) "Sender": the entity that is the Sender or loader under the transportation contract entered into by the Shipping Agent;
- d) "Carrier": the entity that materially performs or accepts the implementation of the transportation.

3 - SCOPE OF APPLICATION

3.1. The Principal expressly agrees, both where it acts on its own behalf and where it acts for others in entering into the shipping contract, for these General Terms to be fully and unconditionally applied to all contractual relationships with the Shipping Agent, as well as all actions and complaints, even noncontractual, in relation to the latter.

4 - SUBJECT OF MANDATE

4.1. These General Terms deal with and regulate the operations of shipping and/or transportation of goods entrusted by the Principal to the Shipping Agent.

4.2. In particular, the Shipping Agent undertakes:

- i. with regard to the organisation of domestic road transportation, to enter into, in its own name and on behalf of the Principal, transportation contracts for goods by road in written form in

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accordance with Italian Legislative Decree no. 286/2005 as amended, with road hauliers duly registered on the National Register of Road Hauliers;

ii. with regard to the organisation of international road transportation, to enter into, in its own name and on behalf of the Principal, transportation contracts for goods by road, regulated by the CMR Geneva Convention of 1956;

iii. with regard to the organisation of maritime transportation, to enter into, in its own name and on behalf of the Principal, maritime transportation contracts;

iv. with regard to air transportation, to enter into, in its own name and on behalf of the Principal, air transportation contracts;

v. with regard to multimodal transportation (maritime and road) to enter into, in its own name and on behalf of the Principal, transportation contracts relating to the completion of the necessary sections.

4.3 The performances subject to these General Terms may be performed by the Shipping Agent directly or even, in whole or in part, by its correspondents or by instructed third parties. The replacement in the implementation of those performances is expressly authorised by the Principal in accordance with and by virtue of Art. 1717 of the Italian Civil Code.

4.4. The Shipping Agent undertakes to have transported by the instructed carriers the quantities of goods indicated by the Principal in the shipping mandate.

In that case, the Shipping Agent rejects any liability in relation to their actions and for no reason and in no case may it be held liable in accordance with and by virtue of Art. 1693 and/or 1741 of the Italian Civil Code for the loss of and/or damage to the goods occurring during transportation entrusted to third party carriers. Similarly, the Shipping Agent is not liable for any legal actions that may be brought against the Sender by the carriers and/or sub-carriers by virtue of payment of the fees due for the transportations entrusted to it (therein including those relating to the so-called "minimum costs" as regulated by Art. 83 bis of Italian Legislative Decree no. 112/2008, as converted into Italian Law 133/2008, as amended most recently by Italian Decree Law 103/2010, converted into Italian Law 127/2010 amended again recently by Italian Decree Law 138/2011, converted into Italian Law 148/2011).

4.5. Only if expressly agreed in writing between the Principal and the Shipping Agent, the Shipping Agent shall be entitled to assume directly towards the Principal carrier obligations, undertaking by the issue of its waybill, maritime, air or multimodal bill of lading, to perform the entire transportation or a section of it. In that case, the Shipping Agent is responsible for the loss or damage occurring during the transportation section performed as indicated in Art. 15 of these General Terms, without prejudice to the applicable limitations of liability and the causes of exoneration from carrier liability as indicated in Art. 18 and 19 of these General Terms.

4.6. The Shipping Agent also undertakes to perform on behalf of the Principal all customs operations accessory to the entrusted transportations, including, by way of example and without limitation: import and export customs operations, simplified procedure customs operations, temporary import and export operations and management of formalities for suspension of duties.

To that end, the Principal herein agrees to appoint, on the indication of the Shipping Agent, authorised customs agents and authorises, in accordance with Art. 1717 of the Italian Civil Code, the Shipping Agent to appoint in its name and on its behalf authorised customs agents with the Shipping Agent for the completion of the aforementioned operations before the relevant Customs Authorities.

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4.7. The Shipping Agent, if expressly requested in writing by the Principal, undertakes to sign, to cover the risk of damages to the goods, "all risks door to door" insurance policies on behalf of those responsible or under different conditions that may be requested in writing by the Principal.

5 - GRANTING OF ASSIGNMENTS

5.1. The Principal is required to provide to the Shipping Agent in useful time and, therefore, within one (1) days of granting the assignment, the documents required for accepting the delivery and shipment of the goods, together with respective instructions.

5.2. In the absence of adequate or practicable instructions, the Shipping Agent may act according to its own judgement in the interests of the Principal.

5.3. Where the established methods of transportation and handling so require, the Principal will ensure that the goods have been adequately and correctly packaged.

5.4. The Principal must specify to the Shipping Agent the nature of the goods, the number, quantity and quality of the packages, the gross weight, the volume expressed in cubic metres, the maximum size of the bulk of the goods, the dimensions and any other useful information for the proper performance of the mandate itself.

5.5. The Shipping Agent is not obliged to weigh the goods unless precisely ordered in writing by the Principal, except where weighing is mandatory under existing provisions.

5.6. Together with the shipping mandate, the Principal must provide to the Shipping Agent all documents relating to the goods and, in particular, in the case of hazardous goods, the Principal must provide the due certifications required by ADR regulations for road haulage and the IMDG/IMO regulations for maritime transportations (by way of example and without limitation, hazardous goods means goods classified as hazardous by IATA, IMO, ICAO, or referred to in the ADR/RID regulations, such as, among the many, explosive, flammable, oxidising or toxic substances).

5.7. Where the Shipping Agent is given a mandate to carry out and deal with customs operations, the Principal and/or the Sender are also required to provide in useful time all information, data, customs codes, the customs entry and classification of the goods and all documents required to implement the customs operations.

5.8. The Principal and/or the Sender authorise the Shipping Agent to manage all data in relation to the shipment, possibly also data of a so-called sensitive nature, in order to allow the Shipping Agent to fulfil all formalities of an administrative and/or operational nature, that it might be necessary to complete online in order to ensure the best support for the shipment.

6 - ACCEPTANCE OF ASSIGNMENTS

6.1. The Shipping Agent, by virtue of the mandate received, usually in writing, will enter into the

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transportation contract as well as complete the accessory operations, acting with all due discretion in the capacity of Shipping Agent or Carrier Shipping Agent, in the latter case only when it is expressly agreed by the Principal with the Shipping Agent as indicated in Art. 4.5. of these General Terms.

6.2. The Shipping Agent, unless otherwise agreed in writing, does not accept the performance of shipping and/or transportation activities relating to the following:

- i. hazardous goods or those that may cause harm to persons, animals, other goods or things, as indicated in Art. 5.6. of these General Terms;
- ii. goods subject to rapid deterioration or decomposition;
- iii. goods lacking documents, packaging or equipped with insufficient/unsuitable packaging;
- iv. goods whose very nature does not allow for the normal performance of the assignment but whose transportation is subject to control requirements (merely by way of example, drugs, explosives, flammable, corrosive, radioactive or sewer gas goods);
- v. goods of exceptional weight and volume.

6.3. Shipments of goods with a value over 8.33 Special Drawing Rights (SDRs) per kg gross, shipments of cash, coins, documents, works of art, values, precious goods or similar, are considered to be accepted by the Shipping Agent only where it has given express consent and they are in any case covered by insurance with the exclusion of the right of recourse of the insurer against the Shipping Agent.

6.4. Where the goods indicated in Articles 5.6. and 6.2. of these General Terms or, in any case, goods which, by their nature, may not be accepted or may only be accepted under special conditions by the transportation companies, are entrusted to the Shipping Agent without its prior consent, or the Shipping Agent accepts the mandate on the basis of incorrect or inexact indications, the Shipping Agent is entitled to withdraw from the contract or, where the circumstances so require, to refuse, store or in any case deal with the goods or even, in the case of danger, proceed with their destruction, and the Principal and/or the Sender are obliged in that case to compensate all harmful consequences caused by the same to the Shipping Agent or to third parties and for costs that might derive from the same under any guise.

7 LIMITS ON ACCEPTING ASSIGNMENTS

7.1. The assignments are understood to be accepted by the Shipping Agent under the conditions, regulations and rules applied by the maritime navigation companies and/or airlines and/or by the land, rail, river, multimodal and/or other carriers, port or storage companies and entities or other enterprises, both Italian and foreign, whose services are required by the Shipping Agent on behalf of the Principal and by virtue of the mandate received.

7.2 Unless otherwise instructed by the Principal, the Shipping Agent has the freedom to choose the roads and means to be implemented, the modes of transport to be used, the itineraries and the technical devices to be adopted, so as to ensure the completion of the contract.

7.3 The Shipping Agent will not in any case and for no reason be liable towards the Principal for damages resulting from the choice of roads and means made by it directly.

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8 - IMPLEMENTATION OF MANDATE

8.1. The Shipping Agent is required to carry out the mandate received and any accessory obligations with all due diligence, in the interests of the Principal.

8.2. The Shipping Agent, having received the shipping mandate proceeds:

- i. with reference to domestic transportations by road, to sign with carriers duly registered on the National Register of Road Hauliers transportation contracts in writing in accordance with Italian Legislative Decree no. 286/05 ("Provisions for regulatory changes in relation to regulated liberalisation of the exercise of road haulage activity") as amended;
- ii. with reference to international transportations by road, to have issued by the instructed Carrier the respective CMR consignment note;
- iii. with reference to maritime transportations, to have issued by the Carrier the respective bill of lading;
- iv. with reference to air transportations, to have issued by the Carrier the respective air waybill;
- v. with reference to combined road/sea transportations, to have issued by the Carrier the respective bill of lading for multimodal transportation.

8.3. Unless otherwise agreed between the parties, the Shipping Agent is authorised to sign the transportation documents in the name of the Sender which may, at the discretion of the Shipping Agent, be identified as issuer of the goods.

8.4. Where the Shipping Agent accepts carrier obligations, as indicated in Art. 4.5. of these General Terms, concerning the implementation of road transportations having origin and destination in Italy as indicated at this point i, that assignment will be made formal in a written contract in accordance with Italian Legislative Decree no. 286/2005 with application of the "minimum tariffs" as provided.

Any assignments as sub-carrier which, for that transportation, may be granted to third party entities will be subject to a written contract in accordance with and by virtue of Italian Legislative Decree no. 286/2005. The Principal relieves the Shipping Agent from any liability, even jointly, where the latter, upon the precise instructions of the Principal, has concluded sub-carrier contracts in oral form and in the absence of compliance with the minimum tariffs in accordance with Italian Legislative Decree 286/2005.

The Principal will be obliged to provide to the Shipping Agent instructions in line with compliance with the road safety rules, as established by Art. 7 Paragraphs 3, 4 and 6 of Italian Legislative Decree no. 286/05 as amended and, in particular, by way of example, with the rules in relation to gauge limits, quantity limits, speed limits, stowage of loads on vehicles, transportation of items on trailers and driving time.

In addition, the Principal is required to provide to the instructed Carrier for the transportation the transportation slip as regulated by Art. 7 bis of Italian Legislative Decree no. 286/2005 as amended, in accordance with the indications that will be provided by the Ministry of Infrastructures and Transportation.

8.5. The Shipping Agent shall be entitled to perform the shipment of the goods in groupage with another (except in the case of a different written order) always operating with the utmost diligence.

8.6. Where the completion of import and/or export customs operations for the goods is required, the only obligations on the Shipping Agent will be those of:

- i. proceeding on behalf of the Principal to entrust those operations to a customs agent whose appointment is understood to be authorised by the Principal in accordance with and by virtue of

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Art. 1717 Second Paragraph of the Italian Civil Code;

ii. sending to the appointed customs agent the information and documents received from the Principal, which will be solely liable for the accuracy, truthfulness and completeness of the data provided.

8.7. The Principal will be obliged to indemnify the Shipping Agent for any penalty, fine and/or charge by the Customs Agency, or by a different Italian and/or foreign organisation and/or entity, deriving from the inaccuracy, incompleteness or untruthfulness of the data provided, even where this is ascertained after the event or results from documents, data or information provided to the Principal by third party entities.

8.8. The Principal is required to reimburse the Shipping Agent in relation to any sum or cost due, including those for stops of the means of transport and customs inspections.

9 - TERMS OF DELIVERY AND ORDERS OF PRECEDENCE

9.1. The Shipping Agent does not guarantee compliance with delivery terms or certain orders of precedence in implementing the shipment even if those terms and/or orders of precedence are mentioned in the shipping documents and it cannot, therefore, in any case be held liable for delays in collecting and transporting and/or delivering any shipment irrespective of the cause of those delays or the requests of the Principal.

10 - DECLARATION OF INTEREST IN REDELIVERY AND VALUE OF GOODS

10.1. The Shipping Agent is not obliged to provide the declaration "of interest in redelivery" set out in Art. 22 of the Warsaw Convention of 1929 (and/or Art. 46 COTIF-CIM) nor to declare the value of the goods to the Carrier (in accordance with Articles 26 of the CMR Convention, 4.5 of the Brussels Convention, and 423 and 952 of the Navigation Code and any other domestic regulation or international convention), unless this is expressly requested in writing by the Principal.

11 - DECLARATIONS AND WARRANTIES OF PRINCIPAL AND SENDER

11.1. The Principal and Sender guarantee and therefore declare:

- i. that the shipment has been correctly and accurately described in all transportation documents;
- ii. where necessary, to have promptly reported the special precautions required for lifting and handling certain goods/packages;
- iii. to proceed with notifying to the Shipping Agent any changes of name of the goods or indications contained in the transportation documents (by way of example, place of unloading the goods);
- iv. where the circumstances so require, to have complied with the phyto-sanitary measures required for the shipment of the goods;
- v. to have taken note of the goods that the Shipping Agent has declared unacceptable for transportation and that the same have not been included in the shipment;
- vi. that the nature of the goods, the number, quantity, quality and contents of the packages, the gross weight (including weight of packaging and palettes and the bulk of the same), the dimensions and any other indication provided are true and accurate;
- vii. that the packaging and labelling used, in relation to the goods contained and the method of

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transportation, are deemed appropriate;

viii. that, where the Shipping Agent is granted a mandate to perform and deal with customs operations, the documentation that accompanies the goods is authentic, complete and free from irregularities and that the goods correspond strictly with the described type, are compliant with existing regulations, can be freely exported/imported and are compliant with the marking.

12 - LIABILITY OF PRINCIPAL AND SENDER

12.1 The Principal and the Sender are liable for their errors and/or omissions, along with those of their employees and they expressly declare to indemnify and hold harmless the Shipping Agent from any damages, complaint or costs of any nature that might derive from the breach of the guarantees indicated in Art. 11 of these General Terms.

13 - RENUNCIATION OF MANDATE

13.1. Notwithstanding the provisions of Art. 1727 of the Italian Civil Code, the Shipping Agent shall be entitled to renounce at any time the mandate granted to it even in the absence of a just cause.

13.2. The Shipping Agent must be reimbursed, in any case, all costs incurred up until the time of renunciation.

14 - REVOCATION OF MANDATE

14.1 The mandate to the Shipping Agent may be revoked only if it has not yet concluded the transportation contract with the Carrier.

14.2. In that case, the Shipping Agent shall be reimbursed all its costs incurred up until the revocation, and it must be paid a fair fee in accordance with Art. 1738 of the Italian Civil Code for the activity provided in accordance with the tariffs deposited at the Chamber of Commerce, Industry, Crafts and Agriculture or, in the absence thereof, according to market prices.

14.3. An order to keep the goods available to a third party may not be revoked from the time the Shipping Agent has given communication to the third party that the goods are available.

15 - LIABILITY OF SHIPPING AGENT AND COMPENSATION FOR LOSS OR DAMAGE OF TRANSPORTED GOODS.

15.1 The Shipping Agent accepts towards the Principal only the obligations set out in Art. 1737 of the Italian Civil Code and is liable in accordance with the terms and procedures set out by the Italian Civil Code.

15.2. Only when it has been expressly agreed between the parties under the terms set out in Art. 4.5. of these General Terms may the Shipping Agent also accept towards the Principal the carrier obligations set out in Art. 1741 of the Italian Civil Code; it is liable for the performance of the transportation, or the section of

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transportation entrusted to it, and is liable for the loss or damage occurring to the goods during the section of transportation performed, subject to the applicable limitations of liability as indicated at Art. 18 of these General Terms and the causes of exemption from carrier's liability provided by the regulations applicable each time to the type of transportation organised and performed and indicated at Art. 19 of these General Terms.

15.3. In the case of total or partial loss of or damage to the goods, the Principal, or its successor, is obliged to raise specific reservations at the time of collecting the goods and/or, in any case, by and not beyond the term of three days from the redelivery of the goods. After that period, the Principal or its successor will forfeit the possibility of making any claim or bringing any action for compensation.

15.4. The Principal, or its successor, who claims compensation must prove the exact nature, quality and quantity of the goods delivered, along with the damage that has occurred during the transportation or in the section of it accepted by the Shipping Agent.

15.5. The liability of the Shipping Agent, even as Carrier Shipping Agent, towards the Principal, may not be greater than that of its foreign agents or correspondents and this is based upon laws, provisions, regulations, customs and conventions in place in the country of the aforementioned foreign agents or correspondents.

15.6. No offsetting between the amount of fees due to the Shipping Agent and any claims for compensation brought by the Principal is permitted.

16 - INDIRECT DAMAGES

16.1. Subject to the application of the limits of liability provided by Art. 18 of these General Terms, in the case of loss of or damage to the goods, the Shipping Agent shall only be liable for material and direct damages caused to the goods and this excludes, as is also provided in derogation of Art. 1223 et seq. of the Italian Civil Code, any compensation due from the Shipping Agent for indirect damages (such as, merely by way of example and without limitation: lack of earnings, loss of interests or damage from delays in implementing the transportation, shutdown or delay in production or processing, damage to image, etc...). In particular, for shipments of samples and property or goods that the Principal or the Sender have expressly indicated as intended for trade shows, exhibitions, events and the like, the compensation (if due) is limited to the amount of freight agreed.

17 - DAMAGES OCCURRING IN UNKNOWN SECTION

17.1 Where it is impossible to identify the section of transportation in which the damage or loss occurred, along with any case where the damage or loss occurs during storage and/or deposit not identifiable as a technical stop (including, therefore, deposit at no charge or for courtesy) performed by the Shipping Agent using its own facilities or those of its auxiliaries, or for the case where the depository or auxiliary, during the phase of deposit and/or handling, is not able to invoke indemnity limits, the maximum limit of 8.33 Special Drawing Rights (SDRs) per kg of lost and damaged goods will be applied.

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18 - LIMITS OF LIABILITY OF SHIPPING AGENT

18.1. Only where the Shipping Agent assumes by express agreement between the parties the carrier liability or the commitment to perform the transportation of the goods with its own means or those of others, in full autonomy and under its exclusive liability, as indicated at Art. 4.5. of these General Terms, the liability of the Shipping Agent, when provided and attributable to it, in relation to any damage and claim for compensation arising from the entrusted operations of shipment and/or transportation, even multimodal, including any technical stops, may not exceed the compensation limit provided by the uniform regulations applicable to each individual shipment or by national law applicable to the individual transportation and/or shipment, including Italian law.

18.2. Technical stop means the storage of the goods in a storage area, in a warehouse or terminal or in another depository, for requirements related to the implementation or continuation of the transportation or, in any case, linked to the need to store the goods during the transportation or in anticipation of proceeding to deliver the goods to the Carrier or the recipient.

18.3. The limitation of liability for damages of the Shipping Agent for loss or damage to the transported goods is regulated as follows.

Domestic road transportation

Where the transportation occurs within the domestic territory, the liability of the Shipping Agent, under any guise, whether contractual or non-contractual, for losses or damage to the transported goods will be conventionally limited to the sum of EUR 0.25 per kg of useful load of the vehicle used.

International road transportation

In the case of transportation of goods by road in which the location of receipt and contractually provided for the redelivery of the goods are situated in two different countries, of which at least one is party to the Geneva Convention of 1956 (CMR), the liability of the Shipping Agent for loss or damage to the goods transported will be regulated by the aforementioned Convention and may not exceed the sum of SDR 8.33 per kg of lost or damaged goods.

International air transportation

In the case of international air transportation, the liability of the Shipping Agent will be regulated by the Warsaw Convention of 1929.

The liability of the Shipping Agent, whether contractual or non-contractual, for loss or damage to the transported goods may not therefore exceed the sum of SDR 17 per kg of lost or damaged goods.

Domestic air transportation

Where the air transportation is to be performed within the domestic territory and, in any case, where the Warsaw Convention is not applied, the liability of the Shipping Agent will be regulated by the Navigation Code and may not in any case exceed the sum of EUR 15 per kg of loaded goods.

Domestic maritime transportation

Where the maritime transportation is to be performed within the domestic territory, the liability of the Shipping Agent will be regulated by the Navigation Code. The compensation due, under any guise, whether contractual or non-contractual, from the Shipping Agent for losses or damage to the goods transported may

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not exceed the sum of EUR 100 for each package.

International maritime transportation

In the case of international maritime transportation, the liability, whether contractual or non-contractual, for loss or damage to the transported goods by the Shipping Agent will be regulated by the Brussels Convention of 1924 and may not exceed the sum of SDR 666.67 for each package or unit lost or damaged or 2 Special Drawing Rights for each kg of lost or damaged goods.

Domestic rail transportation

Where the rail transportation is performed within the domestic territory, the liability of the Company will be regulated by the provisions of Italian Presidential Decree 10 April 1961 no. 98 as amended. The compensation due from the Shipping Agent, under any guise, whether contractual or non-contractual, may not exceed the sum of EUR 7.5 per kg of net damaged or missing weight.

International rail transportation

In the case of international rail transportation, the liability of the Shipping Agent, whether contractual or non-contractual, for loss or damage to the goods transported will be regulated by the Berne Convention of 1980 and may not exceed the sum of 17 SDR per kg of lost or damaged goods.

Multimodal or mixed transportation

Where the transportation is performed using various modes of transport, the liability of the Shipping Agent, whether contractual or non-contractual, for loss or damage to the goods transported will be regulated by the conditions of the FIATA, Multimodal Transport Bill of Lading, and may not exceed the sum of SDR 666.67 for each package or unit lost or damaged or 2 SDR per kg gross of lost or damaged goods.

Where the Sender declares the nature and value of the goods before they are taken in delivery by the Shipping Agent, the latter has expressly accepted the aforementioned declaration, the freight rate ad valorem has been paid and the value is set out in the transportation document, that value will represent the limit of liability of the Shipping Agent.

Where a container, a pallet or a similar means of transportation has been loaded with more than one package or more than one unit of load, the packages or other units of load expressly declared in the transportation document will be considered as individually loaded in those means of transportation.

Except for that exclusion, the means of transportation will be considered as a single package or a single unit of load.

Where the multimodal transportation does not include maritime or river sections, the liability of the Shipping Agent may not exceed the sum of 8.33 SDR per kg of lost or damaged goods.

Where the loss or damage to the goods has occurred on a section of multimodal transportation for which a transportation contract has been signed which provides for the application of Conventions or national laws with different limits of liability, the liability of the Shipping Agent will be regulated by the conditions of those Conventions or national laws.

The limitations set out above will be applied to all complaints brought against the Company whether they are of a contractual or non-contractual nature.

19 - EXEMPTION FROM LIABILITY OF SHIPPING AGENT

19.1. The Shipping Agent shall not be liable:

i. for the exact interpretation of instructions and/or information provided verbally and/or by

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telephone by the Principal that have not been confirmed in writing, as well as for compliance with provisions or communications communicated to drivers or to other employees of the agent or third parties;

ii. for all consequences that might occur as a result of the Principal sending erroneous, unclear or insufficient documents and/or instructions and those not provided or provided late;

iii. for damages deriving from intrinsic defect or quality of the goods that, for reasons inherent to their nature, are subject to total or partial loss or damage. By way of example and without limitation: due to breakage, rust, internal deterioration, desiccation, natural decline or action of parasites, rodents and animals in general;

iv. for losses, deficiencies, damage and deterioration caused to packages and to goods from defects in loading, stowage, insufficient packaging or used packaging or that which alters over time, for handling and for the products contained. The Shipping Agent is authorized, in this case, to receive from carriers, depositories and recipients in general, reservations regarding the condition of the packaging of the goods.

19.2. The delivery of the goods and correspondence of any nature made directly to the hands of the service provider of the Shipping Agent occurs at the exclusive risk of the Principal, where it has not been agreed in advance with the Shipping Agent or with one of its authorized representatives.

19.3. When the Principal, rather than imparting to the Shipping Agent precise instructions based upon the performance of the mandate in the terms indicated by Art. 5 of these General Terms, merely sends a copy of the letter of credit, the Shipping Agent shall operate in compliance with the conditions expressed in the letter of credit, without, moreover, accepting liability for the interpretation of the same.

20. LIMITS OF LIABILITY OF SHIPPING AGENT FOR INEXACT APPLICATION OF FREIGHTAGE AND DUTIES.

20.1. In the absence of precise agreements to the contrary, the Shipping Agent does not accept any liability for information relating to freight rates, fees, taxes, costs, tariffs, etc.

20.2. The Shipping Agent shall not be liable for the inexact application of freightage and duties and shall not be liable for consequences relating to sudden increases in duties or other provisions by the Authorities.

21 IMPOSSIBILITY OF FULFILLING DUTIES OF SHIPPING AGENT DUE TO CAUSES OF FORCE MAJEURE

21.1. The Shipping Agent is not in any case liable for losses, damage, delays, incorrect or deficient deliveries caused by force majeure, by exempt causes provided by the uniform regulation or by law set out in Art. 19 of these General Terms and, in any case, by circumstances beyond its control. These include, by way of example and without limitation: wars, earthquakes, floods, insurrections or riots, fires, strikes and lock-outs, acts of terrorism or piracy as well as all cases of force majeure and/or exempt events provided by the International Conventions.

21.2 In those cases, the Shipping Agent is authorized, but not obligated, to withdraw from the contract, even if the assignment has been partially completed.

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21.3. Similarly, the Principal has, in these cases, the same right, where it is not guaranteed the continuity of implementation of the order.

21.4. In the case of withdrawal of the Shipping Agent or the Principal, the latter must reimburse to the Shipping Agent all costs of transportation, storage, freight, warehousing, stops, insurance, delivery, etc...incurred, including those caused by force majeure.

22 LIMITS OF LIABILITY DUE TO ACTIONS OF THIRD PARTIES

22.1 The Shipping Agent shall not be liable for the actions of transportation companies, along with other shipping agents, depositories, insurers or banks, whose performances it has requested in fulfilling its mandate: it is liable only for gross negligence committed in their selection or in the sending of instructions, and not for the actions of the preselected or assigned individuals.

22.2. In the absence of fault in the selection and sending of instructions, the Shipping Agent shall only be obliged to safeguard the rights of recourse in favor of the Principal, as well as to transfer to the latter any action due to it by virtue of the respective contracts to any third parties who may be liable.

22.3. Where the Shipping Agent issues a document for combined transportation Fiata Bill of Lading (FBL) recognized by the International Chamber of Commerce (ICC) the Shipping Agent will accept the liability provided by the General Terms set out on the rear of the document itself and the transportation will be understood to be made on the basis of those General Terms.

23 REFUSED SHIPMENTS OR THOSE THAT CANNOT BE DELIVERED

23.1. Unless otherwise instructed in writing, in the case of refusal or impossibility of delivering the goods for any reason, the Shipping Agent, where it is promptly informed of the storage and is legitimated to intervene, may adopt the necessary or opportune measures to return the goods, acting on behalf of the Principal and/or the Sender, which will pay all costs and bear the risks of any losses, damage or theft.

23.2. During the period of storage as a result of any impediment in returning the goods, the latter remain in storage at the risk and danger of the Principal without the Shipping Agent being obliged to insure them.

23.3. The Shipping Agent does not accept any liability for seizures, sales at auction, destruction or anything else that might occur to the goods and on the basis of the laws in force in the country where the goods are stored.

24 DEMURRAGE AND/OR DETENTION OF CONTAINERS

24.1. The Sender is obliged to pay the costs of demurrage for the delayed unloading of the goods and/or emptying of the container after its disembarkation and/or arrival of the same at the destination. The Seller undertakes, without dispute, to indemnify and hold harmless the Shipping Agent from any liability in relation to any request for payment by third parties in that regard.

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25 - RECEIPTS ISSUED BY SHIPPING AGENT

25.1. Receipts for goods issued by the Shipping Agent do not imply any guarantee in relation to the quality of the goods, the content of the packages, their value, weight and packaging.

25.2. In addition, those receipts do not imply any recognition of the quantity for bulk freight, goods on wagons or similar, whose weight is not usually subject to checks.

26 - ADDRESS OF PRINCIPAL OR SENDER

26.1. The Principal is required promptly to inform the Shipping Agent of its full address and any change thereto.

26.2. The Shipping Agent is not liable for the consequences that might derive from the absent or delayed notification of changes of address.

27 - COMMUNICATIONS BETWEEN SHIPPING AGENT AND PRINCIPAL

27.1. In the absence of a written request, expressly accepted in writing, the Shipping Agent shall not be obliged to send by registered or insured delivery communications, documents and so on.

27.2. The Shipping Agent shall not be required to check the authenticity of the signature of communications or documents in any way relating to the goods or the powers of the signatory, except where otherwise agreed in writing with the Principal.

28 - OBLIGATIONS OF PRINCIPAL IN RELATION TO SHIPMENT

28.1 The communication of the Principal that the assignment is to be performed on behalf of a third party does not exempt the Principal from its obligations towards the Shipping Agent, with the Principal remaining jointly liable with the third party in regard to the obligations accepted towards Shipping Agent.

29 - CONSULAR INVOICES

29.1. Consular invoices are compiled by the Shipping Agent or by its representative in the maritime port only at the express request of the Principal, accompanied by the necessary documents and on the basis of the data shown by those documents.

30 - LETTERS OF GUARANTEE RELATING TO THE CONDITION OF GOODS OR PACKAGING

30.1. The Shipping Agent is not obliged to issue letters of guarantee in order to obtain the omission on the transportation documents of comments relating to the condition of the goods or their packaging.

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30.2. The Shipping Agent, in the interests of its Principal, may, where deemed opportune, issue those letters of guarantee, subject to receipt of a similar guarantee by the Principal and, in anticipation and/or in the absence of this, the Shipping Agent shall in any case have the right of retention over the goods or related documents, as well as to be reimbursed all exceptional costs deriving from the same.

31 - SAMPLING OF GOODS

31.1. The sampling of goods entrusted to the Shipping Agent is performed without its liability even when this operation does not require particular technical expertise or special systems.

32 - OFFERS OF SHIPPING AGENT

32.1. The quotations of the Shipping Agent and agreements relating to prices and conditions refer only and always to specific services and do not include, unless otherwise agreed, supplementary costs resulting from operations performed outside normal working hours.

32.2. Where not otherwise agreed, the quotations of the Shipping Agent are understood to be binding only for goods of normal volume, dimensions, weight and quality, in relation to the planned mode of transportation.

32.3. The prices and terms offered by the Shipping Agent are valid only if accepted by the Principal for the immediate implementation of the respective mandate, subject, however, to any variations occurring in the conditions and tariffs of the businesses, carriers and entities whose services must be used by the Shipping Agent in the interest of its Principal, as well as in the cost of labor or in the rate of exchange. The Shipping Agent shall not be required to notify any changes during the shipment.

32.4 Bonuses, allowances, brokerage, commissions on freight and the like obtained by the Shipping Agent on the carriers' tariffs are due exclusively to the Shipping Agent.

33 - ADVANCES AND CREDITS OF SHIPPING AGENT

33.1. The instruction to release goods in arrival authorizes, but does not obligate, the Shipping Agent to advance freight charges weighing upon the goods, reimbursements and allowances of the Sender, customs duties and other costs.

33.2. Where, by virtue of existing agreements, the Shipping Agent proceeds to advance freight rates, transportation fees, rental of containers, duties and costs and other sums, for any reason, the Principal and/or the Sender are obliged to pay the fee due for that advance, interest for any delays and any losses for changes in the exchange rate between currencies.

33.3. The Shipping Agent may not be held liable by the entitled entity for the costs of stops, damages, etc...deriving from the lack of advance of freight rates and other costs.

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33.4. Where the sums and fees due to the Shipping Agent are to be borne by the recipient or by third parties, the Principal and/or the Sender remain liable for the immediate payment of the same where, for any reason, the Shipping Agent does not receive the prompt and spontaneous payment of the sums due to it.

33.5. Unless otherwise agreed, no sum due to the Shipping Agent may be offset by other sums claimed by the Sender and/or Principal, for any reason.

34 - SPECIAL RULES FOR SHIPPING FROM AND TO PORTS

34.1. The operations of loading and unloading are performed in accordance with the regulations and local customs of the ports and in accordance with the rules identified by the carriers by virtue of clauses contained in the bill of lading and/or rental agreement.

34.2. Unless otherwise agreed, the agreed prices do not include the supplementary costs from loading, transshipment or unloading of goods during the night, on Saturdays, Sundays or public holidays, rainy days, etc.

34.3. Where the Shipping Agent handles the forwarding and routing to embarkation ports of the goods entrusted to it for the Shipment, it is not liable for delays that might, for any reason, occur and, as a result, missed shipments, stops, caretakers and detention charges, ground unloading, damage or "dead freight" requested by navigation companies and/or their agents, etc.

35 - FAILURE TO RELEASE GOODS AT DOMICILE OF RECIPIENT

35.1. The assignment and liability of the Shipping Agent expires, for goods to be delivered to the domicile of the recipient, upon presentation of the goods on the vehicle in front of the domicile of the recipient or in front of an unloading location indicated by the recipient in writing at the time of granting the assignment.

35.2. The recipient must deal with the unloading without delay at its cost, risk and danger.

35.3. Where the recipient delays or refuses acceptance of the goods sent to its domicile, the Shipping Agent is entitled to add to the goods any greater costs for stopping the vehicle, for returning the goods to the warehouse, for storage and subsequent redelivery to the domicile.

36 - OBLIGATIONS OF PRINCIPAL ON COSTS BORNE FOR SHIPMENT

36.1. The Principal is obliged, unless otherwise agreed in writing, to advance to the Shipping Agent the means necessary to implement the mandate and to fulfil the obligations that, for that purpose, the Shipping Agent has accepted and/or must accept in its own name and on behalf of the Principal.

36.2. Where the Shipping Agent advances the necessary funds or the sums required do not reach it promptly, the latter will be entitled, in addition to the normal fees, to commission for advances of funds and interest to

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the extent of 5%, in addition to any losses on exchange rates.

36.3 The fact that the Shipping Agent has agreed to burden upon the goods its costs and credits for any reason or the fact that the Principal has ordered the Shipping Agent to debit certain costs to the recipient or third parties, does not exonerate the Principal from the obligation of the respective payment, where, due to lack of release of the goods by the recipient or for any other reason, the Shipping Agent is unable to realize its credit.

36.4. The Principal is obliged to reimburse, at the simple request of the Shipping Agent, any debit differences for freight rates, duties and other costs that have been under collected or regarding debit charges issued by state administrations, carriers, etc. within the limitation terms established for each of them.

37 - FEES

37.1. The Shipping Agent may claim fees calculated on a lump sum basis in accordance with Art. 1740 of the Italian Civil Code, acting in that case as Shipping Agent and not as Carrier Shipping Agent.

37.2 In any case, the invoices of the Shipping Agent shall be issued upon completion of each individual shipment and/or service. The payment shall be understood to be made by direct remittance on the invoice date unless other terms are agreed.

37.3. In the case of delayed payment of the aforementioned fees, without the need for formal notice of default, this will give rise to the application of interest in the amount indicated by Italian Legislative Decree no. 231/2002, without this affecting the enforcement of the credit.

37.4. Any non-payment of invoices will give rise to the automatic forfeiture by the Principal of the term and the entitlement of the Shipping Agent to implement the right of retention as indicated and defined by Art. 38 of these General Terms.

37.5. With reference to the organisation of domestic road transportations, where the Carrier charges to the Shipping Agent the adjustments of the cost of petrol in the terms and by the manner set out in Art. 83 of Italian Law no. 133/08, the Principal will be required to pay to the Shipping Agent those adjustments plus additional freight, such as the Bunker Adjustment Factor (BAF).

38 - PRIVILEGE AND RIGHT OF RETENTION

38.1. The Shipping Agent has, towards the Principal, the Sender and any other entity entitled to the goods, the right of privilege and retention pursuant to Art. 2761 of the Italian Civil Code over the goods and any other property in its possession in relation to overdue or expired credits, and it may invoke that right even towards the recipient and/or owner of the goods.

39 - OBLIGATIONS OF PRINCIPAL ON INTIMATIONS OF PAYMENT MADE TO THE SHIPPING AGENT AS A RESULT OF DETAINED GOODS.

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39.1. The Principal and/or the Sender are obliged to keep the Shipping Agent fully indemnified from payment requests for freight rates, duties, taxes, contributions for damage, fines or other sums that may be requested from it in the capacity of holder or retainer of the goods on behalf of third parties.

39.2. Failing that, the Shipping Agent is authorized to take the measures it deems necessary in its guarantee and to proceed, where necessary, with the alienation or even distribution of the goods in accordance with existing laws in the country in which the goods are located or the applicable International Conventions.

39.3. The Principal is obliged promptly to inform the Shipping Agent of all obligations of a legal, customs nature, etc...deriving to it from the retention of the goods and all consequences of the omission for which it is liable towards Shipping Agent.

40 - CHARGES AND RETENTIONS BY PRINCIPAL

40.1. Charges and retentions applied by the Principal on anything due by the same to the Shipping Agent are not admissible unless they refer to due credits and have been authorized in writing by the Shipping Agent.

41 - INSURANCE

41.1. Where the Principal intends to insure the risk of damages or loss to the goods, it may give a mandate to the Shipping Agent so that it may proceed to enter into an insurance policy on behalf of those responsible. The costs of the aforementioned cover will in that case be specified in the quotation of the Shipping Agent.

41.2. In no case may the Shipping Agent be held liable in relation to the choice of insurance company and the solvency of the latter.

41.3. In the absence of express instructions from the Principal, any cover, provided that it is requested, will be entered into only for ordinary risks, in the usual forms of insurance on behalf of those responsible or on behalf of others or by subscription. In no case may the Shipping Agent be considered as insurer or coinsurer.

41.4. Alternatively, the Principal may proceed to insure directly the shipment and/or transportation, it being understood that, in that case, the respective policy must contain express waiver of the right of recourse against the Shipping Agent by the insurer.

41.5. The Shipping Agent shall not be obliged to act in order to achieve the insurance indemnity, to interrupt the limitation period, to deal with the conduct of expert activities, except where instructed in that sense by the Principal against a fee to be agreed ad hoc.

41.6. For all effects, the insurance will be considered to be effective as soon as the Shipping Agent is able to enter into it. If the Shipping Agent has implemented the insurance in its own name but on behalf of the Principal, it is only required, upon request, to transfer to the Principal its rights towards the insurer.

41.7. If the insurer contests the applicability of the policy, the Principal will make recourse only against the insurer and the Shipping Agent shall have no liability in that regard.

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42 - SCOPE OF INSURANCE: FEE FOR SHIPPING AGENT

42.1. In the case of damage the Principal is only due, as compensation, what the Shipping Agent has received from the insurer.

42.2. The Shipping Agent fulfils its obligations by transferring to the Principal, upon its request, the rights towards the insurer and therefore, in the case of loss or damage or other failures provided by the insurance policy, the Principal is entitled to take action against the insurers or third parties responsible. The Principal may instruct the Shipping Agent to proceed, on its behalf and risk, with the formalities relating to the implementation of rights.

42.3. For dealing with the formalities relating to damages and loss performed by experts appointed by the Insurance Companies or Carriers, for the exercise of the recourse against third parties responsible and other formalities of that nature, the Shipping Agent is entitled to a special fee in addition to that which normally derives from the shipping mandate.

43 - STORAGE: CONDITIONS

43.1 Any storage of the goods is carried out at the choice of the Shipping Agent at its premises or at those of third parties (private or public).

43.2 If the Shipping Agent has stored the goods in the warehouse of a third party, the same conditions in place between the Shipping Agent and the third party depository are valid and applicable in relationships between the Shipping Agent and its Principal.

43.3. If the Shipping Agent has stored the goods at its own premises, it is not obliged to adopt special measures for the security and supervision of the warehouses and it satisfies its obligations if it has dedicated the necessary care within the limits of local customs.

43.4. The Shipping Agent may grant in exclusive use separate storage premises, to be used for the storage of certain goods. The fee for granting those premises is agreed each time in relation to the duration of that storage period.

43.5. Where the items of goods are entrusted by the Principal to the Shipping Agent with the assignment to store them for a lengthy period in the warehouse (understood to be in excess of 60 days), notwithstanding the above provisions, it is understood that the Shipping Agent may withdraw at any time from the storage contract with prior notice of 15 days by registered delivery letter to the address of the Principal. The withdrawal may occur without prior notice where the goods stored may cause damage to other goods, persons or things. In both cases, it is understood that the Principal must reimburse the Shipping Agent all costs incurred by the latter up until the day the goods leave its warehouses.

43.6. The liability of the Shipping Agent, as depository, will be limited only to cases of gross negligence and/or wilful misconduct of the same, its employees or officers.

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44 - CHECKS AND HANDLING OF STORED GOODS

44.1. Any verification, process, taking of samples or handling of goods to be performed during their stay in the warehouse must be agreed in advance and performed by officers of the Shipping Agent or, where cleared, also by personnel of the Principal, always, however, with the paid assistance of the Shipping Agent.

45 - DURATION OF STORAGE

45.1. The Shipping Agent may withdraw at any time from the storage contract with prior notice of 30 days by registered delivery letter to the latest address communicated to it by the Principal.

45.2. Withdrawal without prior notice is permitted in the case where the goods may cause damage to other goods.

45.3. The Shipping Agent, where it has reason to doubt that its fees are not covered by the value of the goods, is authorised to set the Principal a period within which it must proceed to cover its dues.

45.4. Failing that, the Shipping Agent is authorised to sell the goods and to take recourse on that income for its fees.

46 - STORAGE RECEIPT - REDELIVERY OF GOODS

46.1. Once the storage of the goods is complete, the Shipping Agent will issue, upon written request, confirmation of receipt and, respectively, of storage.

46.2. The redelivery of the goods will be made only following written order, signed by the Principal or the entitled entity, in accordance with the instructions of the Principal.

Confirmations of receipt and storage of the goods have no value for the purposes of the redelivery and do not constitute proof of ownership of the goods.

47 - IMPEDIMENTS AND LIMITATIONS OF TRANSPORTATIONS

47.1. The Shipping Agent is not obliged to check or to bring to the attention of the Principal the existence of impediments of law or authorities regarding the shipment, such as import, export or transit limitations.

48 - MAXIMUM CEILINGS FOR COMPENSATION OF DAMAGES

48.1. When the declared value of the goods is higher than the current commercial value in the location and in any other case of discordance on the value, the current commercial value in the location and at the time the shipping contract is signed will be taken as a base, for all purposes.

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PRIANO MARCHELLI S.P.A.

INTERNATIONAL FREIGHT FORWARDERS SINCE 1934

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49 - LOCATION AND METHODS (ASSESSMENT OF DAMAGES)

49.1. The Shipping Agent is not liable for damages ascertained after the delivery of the packages in regular external conditions.

50 - REPORTING DAMAGE TO SHIPPING AGENT

50.1. With a view to putting the Shipping Agent into a position to assert any rights against third parties, any damage, even if not recognizable externally, must be reported in writing promptly to the Carrier instructed to perform the transportation by the Shipping Agent in implementation of the instruction received, ascertained in the forms of law and brought immediately to the attention of the Shipping Agent.

50.2. If the Shipping Agent receives a communication of damage when it is no longer able to assert its rights against third parties, the Shipping Agent shall not be liable for the consequences.

51 - REGULATION OF INTERFERENCE OF THIRD PARTIES INVOLVED IN THE SHIPMENTS

51.1. If a third party, both directly or indirectly involved in the mandate granted to the Shipping Agent or in its implementation, raises, as a result thereof, claims against the Shipping Agent, the Principal is obliged immediately to free the Shipping Agent from those claims, which are to be settled directly between the Principal itself and the third party.

52 - EXTENSION OF LIABILITY

52.1. The Shipping Agent is free to accept greater liability than that provided by the rules above by an express written agreement, and following payment of a special fee.

53 - LIMITATION PERIOD

53.1. Subject to the provision of Art. 2951 of the Italian Civil Code regarding the limitation period of the rights resulting from shipping contracts, the Shipping Agent is entitled to obtain at any time from its Principal the equivalent of the amounts that, as a result of the implementation of the assignments entrusted to it, it is obliged to pay to public or private entities in favor of which greater limitation periods apply than the one referred to above.

54 - FORFEITURE

54.1. Any disputes, claims, requests and/or demands that the Principal intends to bring against the Shipping Agent in relation to the fulfilment of the contract and/or its implementation even as regards losses, damage and/or delays, must be brought to the attention of the Shipping Agent by way of registered delivery letter with return receipt, within the period of 15 days from the date of the event, or from any other date in which

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the complainant demonstrates to have become aware of it.

54.2. Should the aforementioned period elapse without the communication referred to above having been forwarded in the methods specified, this will involve the forfeiture of any right in that regard, even if it has not yet reached the end of the limitation period.

55 - NON-WAIVER

55.1. Any non-exercise, along with waiver by the Shipping Agent, of any of its rights due to it on the basis of these General Terms shall not prevent the subsequent exercise of those rights or other rights by the Shipping Agent, for the same or a subsequent or threatened breach.

56 - TRANSFER OF CREDITS

56.1. The Shipping Agent expressly undertakes not to perform any transfer of its credits in its favor deriving from these General Terms.

57 - APPLICABLE LAW

57.1. For anything not expressly provided by these General Terms, it is understood that Italian law shall be applied.

58 - JURISDICTION

58.1. The parties expressly agree that any dispute that might arise between them in relation to the interpretation, validity, implementation or termination of this Contract will be subject exclusively to Italian law and the jurisdiction of the Court of Milan.

59 - PRIVACY

59.1. In accordance with Art. 13 of Italian Legislative Decree no. 196/03, the Shipping Agent hereby provides notification that the personal data provided will be acquired and processed in paper format and/or on magnetic, electronic or online supports in full compliance with the Privacy Code. The processing of that data may occur for administrative or management purposes, to recruit personnel or for statistical, commercial and marketing purposes. The provision of that data is therefore optional and any refusal to provide it and/or objection to its subsequent processing shall lead to the impossibility for the Agent to enter the data in its archive and consequently to establish any relationship. In relation to that data, it is possible to exercise the rights set out at Art. 7 of Italian Legislative Decree 196/2003. That granted, in the absence of communications to the contrary, the Shipping Agent is considered to be given consent to use the data for the purposes set out above.

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