

## General Terms and Conditions of shipment, warehousing and logistics

### **1. Preamble**

These General Terms and Conditions govern the obligations arising from any agreement entered into by Ronsped Worldwide S.r.l. and from acts or deeds of employees, agents and representatives of the latter. These General Terms and Conditions also set out, to the extent and in the manner provided for, Ronsped Worldwide S.r.l.'s liability.

### **2. Definitions**

In these General Terms and Conditions, the following terms shall have the following meaning:

- a) Freight-forwarder (hereinafter Ronsped Worldwide S.r.l.): the entity receiving the shipping order for the conclusion of the transport agreement and/or for the performance of any ancillary operations;
- b) Freight forwarder-Carrier: the entity that materially performs the transport, in whole or in part, or expressly assumes (under a special agreement) its performance;
- c) Principal: the entity placing the shipping order for the conclusion of the transport agreement and/or for the performance of any ancillary operations;
- d) Sender: the entity established as the sender or shipper under the transport agreement entered into by Ronsped Worldwide S.r.l.
- e) Carrier: the entity that materially performs the transport or assumes its performance.

### **3. Scope of application**

The Principal expressly accepts, both if acting on its own behalf or on behalf of third parties when entering into the freight forwarding and/or transport agreement, that these General Terms and Conditions fully apply to all the agreements entered into with Ronsped Worldwide S.r.l., as well as to all the actions and claims, also of a non-contractual nature, against the latter.

### **4. Undertaking/acceptance of assignments**

Ronsped Worldwide S.r.l., as a result of the written order received, shall enter into the transport agreement and perform the related ancillary operations, acting with the necessary discretion, with power to ship the goods together with other cargoes (unless otherwise agreed in writing), always acting with the utmost diligence, in its capacity as freight forwarder and not as Freight forwarder-Carrier.

In the event that the correct customs entry is not provided, Ronsped Worldwide S.r.l. or any person appointed by it may make the customs declaration on the basis of the data and documents provided, and the Principal hereby declares and undertakes to indemnify and keep Ronsped Worldwide S.r.l. and any person appointed by the latter indemnified from any claim made by the supervising offices or by any other competent office.

### **5. Terms of delivery**

Ronsped Worldwide S.r.l. does not guarantee compliance with the terms of delivery, therefore it cannot be held liable for any delay in the collection and transport and/or delivery of any shipment regardless of the cause of said delays or of the Principal's requests for special return terms, even if they are contained in the shipping documents.

### **6. Declarations and warranties of the Principal/Sender**

The Principal and the Sender hereby warrant and declare that:

- the shipment was accurately and correctly described in all transport documents;
- the nature of the goods, the number, quantity, quality and content of the packages, the gross weight (including the weight of packages and pallets and their volume), the size and any other information provided are truthful and accurate;
- the packaging and labelling used, in relation to the contained goods and the transport mode, are regarded as suitable.

The Principal and the Sender expressly declare that they shall indemnify and keep Ronsped Worldwide S.r.l. indemnified against any damage, claim or expense of any nature whatsoever that may arise from the breach of the abovesaid warranties, as well as from the lack, insufficiency or inadequacy of the packaging, or from the failure to specify the necessary precautions to handle and lift the goods and packages.

If Ronsped Worldwide S.r.l. is appointed to perform and carry out customs operations, the Principal and/or Sender shall ensure that the documents accompanying the goods are authentic, complete and free of irregularities and that the goods strictly comply with the type described and with the applicable regulations, and that that they are freely exportable/importable and duly labelled.



**RonSped worldwide S.r.l.**

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The Principal and/or Sender are also required to provide, in due time, all the information, data and customs codes, the customs entry and classification of goods as well as all the necessary documents to perform customs operations. In addition, the Principal and/or Sender shall authorize Ronsped Worldwide S.r.l. to manage all shipment data, even those data that may be regarded as sensitive, to enable Ronsped Worldwide S.r.l. to carry out all the administrative and/or operating practices to be performed by electronic means in order to handle the shipment in the best way possible.

#### **7. Ronsped Worldwide S.r.l.'s quotes**

Ronsped Worldwide S.r.l.'s quotes and agreements concerning prices and conditions only apply to specified services and, unless otherwise agreed by the parties, they do not include additional costs resulting from operations carried out outside ordinary working hours. Unless otherwise agreed, quotes are binding only for goods of standard volume, size, weight and quality, with regard to the transport mode provided for.

#### **8. Ronsped Worldwide S.r.l.'s advances and receivables**

If, as a result of the agreements entered into, Ronsped Worldwide S.r.l. pays in advance any freights, transport fees, container rental, duties and costs and any other amount, in any capacity whatsoever, the Principal and/or the Sender shall be required to pay the consideration due for said advance, as well as any interests due for possible delays and losses resulting from any exchange rate variations between currencies.

The Principal and/or Sender are required to keep Ronsped Worldwide S.r.l. fully indemnified against any claims for payment related to freights, duties, taxes, compensations for damage, fines or other amounts claimed from Ronsped Worldwide S.r.l. on any grounds whatsoever. If the amounts and considerations due to Ronsped Worldwide S.r.l. are charged to the consignee or to third parties, the Principal and/or Sender shall be required to pay said amounts and considerations immediately in the event that, for any reason, Ronsped Worldwide S.r.l. does not receive timely and voluntary payment of the amounts due to it.

Unless otherwise agreed between the parties, no sum due to Ronsped Worldwide S.r.l. may be offset with other amounts claimed by the Sender and/or Principal, on whatever basis.

#### **8. Right of retention**

Ronsped Worldwide S.r.l., at the expense of the Principal, the Sender and any other party it enters into contract with, has the privilege and right of retention on goods and other assets in its possession with regard to outstanding or due receivables, and it can exercise said right also against the consignee and/or owner of the goods.

#### **10. Operational exceptions: delay or refusal to load or accept goods**

The Sender and/or Principal are required to reimburse and to keep Ronsped Worldwide S.r.l. indemnified with regard to any amount or cost due, including those related to transport unit stops, including containers, swap bodies and the like, for the return of the goods to the warehouse, for their storage and their subsequent redelivery. In case of refusal or unavailability of the consignee, Ronsped Worldwide S.r.l., upon timely notice of the storage and if it is authorized to intervene, may implement the necessary or adequate measures to store the goods and return them, acting in the name and on behalf of the Principal and/or Sender, which shall be liable for any risk of loss, damage or theft.

#### **11. Liability**

Ronsped Worldwide S.r.l. is not responsible for the performance of the transport, rather it is only responsible for the performance of the order received, as well as of any accessory obligations. The liability of the Freight forwarder-Carrier, where provided for and attributable to the latter, related to any damage and claim for compensation arising from the shipment and/or transport operations entrusted to it, including any technical stops, may not exceed the compensation limit that Ronsped Worldwide S.r.l. and/or the carrier may claim according to and as a result of the uniform regulation applicable to every shipment or the national law applicable to every transport and/or shipment, including the Italian law, and in any case the applicable compensation limit that can be claimed by the carrier actually performing the transport. The expression technical stop refers to the stop of the goods in a storage area or in a warehouse or terminal, or in any other storage area, for needs related to the performance or continuation of the transport, or otherwise related to the need to store the goods during transport or while waiting to complete the delivery to the carrier or consignee.

#### **12. Indirect damages**

Any compensation due by Ronsped Worldwide S.r.l. for indirect damages (including but not limited to loss of earnings, loss of interest or damages resulting from delays in the performance of the transport) is excluded, notwithstanding Articles 1223 et seq of the Italian law.

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In particular, as concerns the shipment of samples and goods or cargoes that the Principal or Sender expressly indicated as being intended for fairs, exhibitions, events and the like, the compensation (if due) shall be limited to the amount of the freight agreed upon.

### **13.Claims**

Any claim for loss, incorrect delivery, deterioration or damage must be addressed to Ronsped Worldwide S.r.l. in writing, strictly within the applicable time limits provided for by the uniform regulation or law referred to in Article 11.

### **14.Insurance**

Ronsped Worldwide S.r.l. is not required to insure the goods entrusted to it in order to be shipped, unless the Principal expressly requires it in writing.

If the Principal wants to have an insurance cover against risks of damage to the goods or loss of the same, it can order Ronsped Worldwide S.r.l. to take out an insurance policy on behalf of the party entitled. In this case, the costs of the abovesaid policy shall be indicated in Ronsped Worldwide S.r.l.'s quote.

Alternatively, the Principal may insure the freight and/or transport, it being understood that, in said case, the relevant policy shall include an express waiver of the right of recourse against Ronsped Worldwide S.r.l. on the part of the insurer. Unless appointed to do so by the Principal for a special consideration to be agreed upon, Ronsped Worldwide S.r.l. is not required to obtain any insurance compensation, to interrupt prescription periods or to manage expert activities.

### **15.Force Majeure**

Ronsped Worldwide S.r.l. shall in no way be liable for any loss, damage, delay, incorrect delivery or non-delivery resulting from any unforeseeable circumstances or exempting causes provided for by the uniform legislation or law referred to in Article 11, and however resulting from circumstances outside its control including, but not limited to: a) natural disasters; b) force majeure circumstances such as wars, accidents/breakdowns of transport units or embargoes, riots or civil commotion; c) defects, intrinsic characteristics or defective goods; d) acts, failures or omissions on the part of the Sender, the consignee or of any other party having an interest in the shipment, of the state, customs or post Administration or of any other competent Authority; e) strikes, lockouts or labour disputes.

### **16.Warehousing and logistics services**

Ronsped Worldwide S.r.l.'s services may also include the non-exclusive supply of services related to reception of goods, check, storage in third-party warehouses, handling of pallets and/or packages, storage, preparation of the delivery according to the orders received and loading of vehicles, and performance of the relevant customs practices. Ronsped Worldwide S.r.l. shall be entitled to carry out the above activities by engaging agents, representatives, carriers, companies, entities.

It being understood that the liability of the freight-forwarder to the Principal may not exceed that of the agents, representatives, carriers, companies and entities engaged by it to perform the order.

### **17.Place of jurisdiction**

The Court of GENOVA shall have exclusive jurisdiction over any dispute arising from the interpretation or execution of these General Terms and Conditions and of all the agreements governed by them. In any case, the Italian jurisdiction shall be legally competent.

### **18.Duration**

These General Terms and Conditions are valid and effective as of the date of their execution and they apply for an indefinite period and to an indefinite number of shipment, transport, warehousing and logistics services governed by these General Terms and Conditions and being provided on a continuous basis.

### **19 .Novation and amendments**

These General Terms and Conditions supersede and replace all previous written or verbal agreements. Any amendment shall be made in writing and shall require the express consent of the parties.