

GENERAL CONDITIONS

1. Recitals

1.1 Unless it is explicitly agreed in writing between the parties, these General Conditions apply to shipment and/or transportation agreements, from, to and through national and/or international destinations, executed or performed by Hellmann Worldwide Logistics S.p.A. (hereinafter "Hellmann"), by its agents, and shall govern obligations arising from the aforesaid contracts. The responsibility of Hellmann shall also be defined by these General Conditions. Unless otherwise expressly agreed in writing between the parties, in the event of a conflict between the provisions of these General Conditions and other agreements between the parties, these General Conditions shall always prevail.

2. Definitions

2.1 For the purposes of the present General Conditions the term:

a) "Freight Forwarder" means Hellmann, the party entrusted with the conclusion of the contract of carriage, and/or with the performance of one or more ancillary operations;

b) "Freight Forwarder acting as carrier" means the Freight Forwarder entrusted with the forwarding of the goods who also acts as performing carrier or explicitly undertakes obligations as performing carrier;

c) "Principal" means the party who entrusts the Freight Forwarder with the conclusion of a contract of carriage and/or with the performing of one or more ancillary operations;

d) "Shipper" means the party (also different from the Principal) appearing as such, or as Consignor, in the contract of carriage entered into by the Freight Forwarder;

e) "Carrier" means the party actually performing or undertaking the performance of the contract of carriage.

2.2 The term "Freight Forwarder" is meant to include also the "Freight Forwarder acting as carrier", unless any provision should keep the two cases apart. The term "Freight Forwarder acting as carrier" shall only pertain to the meaning specified in the aforementioned letter b).

3. Scope of application

3.1 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, with the assignment of a forwarding to Hellmann, the Principal explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with the Freight Forwarder and to all the actions and claims against him.

4. Assignment and acceptance of duties

4.1 By virtue of the mandate received, which shall normally be issued in writing, Hellmann shall provide, directly or by its agents, for entering into the contract of carriage and for performing the 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), always performing with utmost diligence and acting as Freight Forwarder and never as Freight Forwarder acting as carrier (unless otherwise explicitly agreed in writing between the parties).

4.2 Hellmann, 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, goods not packed or non-properly/insufficiently packed, valuables, coins, precious goods, works of art. Hellmann reserve the right to refuse, to retain, to cancel, to delay, to send back to the Shipper any good of the aforesaid kind. 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.

4.3 In case the aforementioned goods should be entrusted to Hellmann without previous agreement, or in case Hellmann accepts instructions on the basis of wrong, incomplete or false information about the nature or value of the goods, Hellmann 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.

4.4 Hellmann may ask for a lumpsum payment under art. 1740 of the Italian Civil Code and in this case the Freight Forwarder will operate as such and not as Freight forwarder acting as carrier.

5. Time of delivery

5.1 Hellmann does not guarantee the delivery of the goods on an agreed time, 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

6.1 The Principal and the Shipper warrant and declare:

- that the shipment has been correctly and accurately described in every document of carriage;

- that the goods declared by Hellmann 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, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume and dimension of the packages and any other information given is true and correct;

- that packing and labelling related to the goods and to the conditions of carriage, are considered as appropriate.

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

6.3 In case Hellmann undertakes to perform customs operations, the Principal and/or the Shipper, warrant that the documentation related to the goods is authentic, complete and fully regular and that the goods strictly correspond to the description provided, comply with the relevant applicable law, are importable/exportable and are regularly labelled. The Principal and/or Shipper hereby accepts that Hellmann may also carry out and handle customs operations with the assistance of third parties.

6.4 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.

6.5 The Principal and/or the Shipper authorize Hellmann to handle all the data relevant to the shipment, even including personal data if necessary, in order to allow Hellmann to handle the necessary online administrative and operating issues so to provide the shipment with the best assistance.

7. Rates and Quotations

7.1 The rates quoted herein are based on the information provided by the Principal and/or the Shipper and on the acceptance, equipment & space availability of Ocean Carriers/Airlines and any other subcontracted partners of Hellmann. Therefore, rates are subject to change based on availability at the time of booking. Quotations do not include, unless otherwise provided by the parties, additional costs arising from operations carried out of the ordinary working hours. Unless otherwise agreed, they shall be deemed to be determined only by reference to goods of normal volume, size, weight and quality, in relation to the mode of transport envisaged.

7.2 Except in the case of a flat-rate fee in accordance with Art. 1740 of the Civil Code, rates and prices may change without notice due to, for example, increases in freight rates by the Carrier and/or increases resulting from causes beyond Hellmann's control, such as increases in tariffs, taxes, excise duties by public authorities. Hellmann shall not be liable - nor shall any price adjustment, refund or credit of any kind be required - for any discrepancy between quotations or rates quoted prior to the delivery of the shipment and those actually invoiced to the Principal.

8. Payment, advanced payment and credits of the Freight Forwarder

8.1 The Principal and/or the Shipper are bound to pay on-term entirely the invoices issued by Hellmann and to hold Hellmann fully harmless from any sum or cost due for freight, customs duties, costs, taxes, averages compensations for deterioration to the goods, fines or any other sum requested by Hellmann at any title.

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

8.3 Hellmann shall not pay in advance for the Principal and/or the Shipper for the freight, the price of the carriage, the freight charges for containers, customs duties, costs and any other sum: the amounts to pay these costs shall be paid in advance to Hellmann by the Principal and/or the Shipper. Whenever Hellmann, pursuant to agreement between the parties, pays in advance for the freight, the price of the carriage, the freight charges for containers, customs duties, costs and any other sum due, at any title, the Principal and/or the Shipper shall refund these amounts to Hellmann, plus interests in case of delay and plus compensation for any loss resulting from variations of the currency exchange.

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

9. Lien on cargo

9.1 Hellmann 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.

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

10. Operative exceptions: delay or refusal to load or receive goods. Correction of the waybill

10.1 The Principal and/or the Shipper shall refund and hold the Hellmann harmless from any sum or cost due, including demurrages for means of transport and equipments, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.

10.2 In case of refusal or untraceability of the Consignee, Hellmann, 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.

10.3 Hellmann may verify any waybill in order to perform a correct invoicing in relation to the required services, as well as to verify the weight of the parcel. In case of mistakes in indicating the required services or in indicating the weight, Hellmann may proceed to suitable corrections on the waybill and on the invoice, reserving the right to charge an extra cost for such amendments.

11. Liability of Hellmann

11.1 The Freight Forwarder shall not be liable for the performance of the carriage but solely for the performance of the contract within the limits established by the entrustment upon the Freight Forwarder and for any possible ancillary obligation.

11.2 The liability of the Freight Forwarder acting as carrier 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.

11.3 In transportation by road (also when it constitutes an instrumental activity to air or shipping transportation), Freight Forwarder acting as carrier's liability for partial or total theft, loss of parcels, damages to the contents thereof, etc., is limited, according to article 1696 of the Italian civil code, as amended by article 10, Legislative Decree 21 November 2005, n. 286, to a maximum amount of Euro 1,00 per each kilogram gross weight of the lost or damaged goods during national transportations and to the amount provided by article 23, subparagraph 3 of the Convention of Road transportation of goods, ratified with Law 6 December 1960, n. 1621 and following amendments (Special Drawing Rights -SDR 8,33), in international transportations. Hellmann shall not be held responsible for total or partial loss of the load, deriving from robbery.

11.4 In national air transportation, Freight Forwarder acting as carrier's liability is limited to a maximum of SDR 22,00 per kilogram of loaded goods, according to article 952, subparagraph 2 of the Italian Naval code. In international air transportation Freight Forwarder acting as carrier's liability is limited to a maximum of SDR 22,00 or equivalent, as special drawing rights for each kilogram gross weight of damaged and/or lost goods, according to article 22, subparagraph 3 of the so called Montreal Convention of 1999, implemented with Law 10 January 2004, n. 12.

11.5 In national sea transportation, Freight Forwarder acting as carrier's liability is limited to a maximum of Euro 103,29 per each unity load, according to article 423, subparagraph 1, Italian Naval code. In international sea transportation, Freight Forwarder acting as carrier's liability is limited to a maximum of SDR 2,00 or equivalent, as special drawing rights per each kilogram gross weight of damaged and/or lost goods, or SDR 666,67 per parcel or unity load, with application of the higher limit, according to article 4, n. 5, letter a) of the Brussels Convention of 25 August 1924, as modified by the Protocols of 23 February 1968 and 21 December 1979. In transportation from, to and through the United States of America, in accordance with § 1304 n. 5 of Carriage of Goods by Sea Act (COGSA) of 1936, Freight Forwarder acting as carrier's liability is limited in any case to a maximum of \$ 500 per parcel or unity load.

11.6 In national railway transportation, Freight Forwarder acting as carrier's liability is limited to the value declared by the Principal, up to a maximum of € 18.08 per gross kilogram of damaged and/or missing goods.

In international railway transportation Freight Forwarder acting as carrier's liability is limited to a maximum of SDR 17,00 or equivalent, as special drawing rights for each kilogram gross weight of damaged and/or lost goods, according to article 30, subparagraph 1 of the so called CIM (Uniform Rules), appendix B to Convention concerning International Carriage by Rail (COTIF).

12. Loss occurred during unidentified leg

12.1 Whenever it is impossible to identify the leg of the carriage when the damage or the loss occurred, as well as in case of damage or loss occurred during warehousing and/or storage not identifiable as technical stop (including, therefore, the deposit granted free of charge or by courtesy) performed by Hellmann using his own facilities or performed by his agents, or in case the bailee or the agent could not benefit of the limits of liability during the period of storage and/or handling, the maximum limit of 8,33 SDR/kg shall apply in case of loss or damage to the goods.

13. Indirect damages

13.1 Irrespective to and in derogation of articles 1223 and following of the Italian civil code, Hellmann 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).

13.2 In case of shipments of samples and of commodities or goods to fairs, expositions /exhibitions, events and the like, compensation for any recoverable loss (if due) shall not exceed the amount of the agreed freight charge.

14. Claims

14.1 Any claim for loss, wrongful delivery, deterioration and damage must be submitted in writing and sent to Hellmann's registered office strictly within the deadlines and time-bars under any applicable law as provided by art. 11.

15. Insurance

15.1 If empowered by the Principal, Hellmann 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 Hellmann.

15.2 Without explicit instructions by the Principal, the insurance coverage, if required, shall be entered solely for ordinary risks, at the usual conditions of this kind of coverage for whom it may concern as a single shipment or as an open cover. In no cases Hellmann can be considered as insurer or coinsurer.

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

15.4 Unless the Principal has not explicitly instructed Hellmann 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 Hellmann.

16. Force majeure

16.1 Hellmann 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. 11, 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) defective packaging of the goods performed by an entity other than Hellmann; e) 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; f) strikes, lockouts or work conflicts.

17. Jurisdiction

17.1 For any dispute arising out of or pertaining to the relations disciplined under these General Conditions the Court of Milan shall have jurisdiction, with the exclusion of any other court.

18. Cross-reference

18.1 For all not expressly provided by these General Conditions, the General Conditions arranged by *Federazione Nazionale delle Imprese di Spedizioni Internazionali* published on website www.fedespedi.it apply, as well as the set of international rules and/or to the Italian law.