

**DHL Global Forwarding**  
**Global Standard Terms & Conditions**  
**(Valid as of March 02, 2022)**

**Global Standard Terms & Conditions**

. DHL Global Forwarding, the freight forwarding business unit of DP DHL Group and all its subsidiaries and affiliates, may choose to fulfill any contractual obligation, using any carrier or subcontractor and routing at its sole discretion, unless otherwise agreed in writing.

. Transit times indicated are estimates and actual transit times may differ according to carrier schedules. Further, such indicated transit times do not reflect delays due to export control or customs clearance processes, and are applicable to working days only.

. Total charges offered do not include insurance coverage, unless explicitly mentioned. In case no explicit insurance product is agreed, DHL Global Forwarding's liability is limited to the Standard Trading Conditions defined below and/or the conditions as printed in the Bill of Lading resp. Air Waybill.

. DHL Global Forwarding strives to be fully compliant at all times with the prevailing rules and regulations for carriage of dangerous/hazardous cargo. In this regard, we work with our customers and carrier partners to ensure all dangerous/hazardous cargo is correctly declared at the time of booking the shipment and prevent any mis-declaration of dangerous/hazardous cargo. In the event that DHL Global Forwarding's customers mis-declare dangerous/hazardous cargo to be non-dangerous/non-hazardous cargo, all penalties, costs, consequences and liabilities of this mis-declaration will be passed on to the customer.

. DHL Global Forwarding's offers and quotations provide the estimated charges for the shipment specified therein based on their dimensions, weight, mode of transport, shipper/consignee, Incoterms, and pick-up and delivery location. Charges and transit time might differ in case the actual shipment is different from what is specified in the offer/quotation.

. Exchange rates used in DHL Global Forwarding's offer/quotations are only valid at the time of quoting. Charges will be converted to invoice currency based on current exchange rates which may be subject to an uplift. For shipments on "collect" basis, additional surcharges may apply.

. "Force Majeure" means in relation to either Party, any circumstances beyond the reasonable control of that Party, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, any information security-related threats including cyber-attacks, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that Party's or subcontractors' workforce), shortage of labor, materials and services and inability or delay in obtaining supplies.

. A close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be an action to mitigate the consequences thereof.

. DHL GLOBAL FORWARDING reserves the right to pass on surcharges levied without notice by carriers or airlines in the event of Force Majeure.

. Any contract concluded on the basis of this quotation can be terminated by either party at any time with at least 25 working days prior written notice.

. DHL Global Forwarding's offers/quotations are for informational purposes only, and therefore are not binding.

. DHL GLOBAL FORWARDING ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013. This is DHL GLOBAL FORWARDING's entire obligation regarding the security of Customer's Information and DHL GLOBAL FORWARDING's IT-systems in connection with Customer's use of DHL GLOBAL FORWARDING's Services. Customer is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

### **Special Conditions for Air Freight**

. All charges and services offered by DHL Global Forwarding are subject to DHL Global Forwarding's Standard Trading Conditions and House Air Waybill Terms (please refer to the link below):

<https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-DHL-Global-Forwarding-hawb-terms.pdf>

. "Freight charges" as well as "Origin & Destination charges" will be charged based on chargeable weight which is the greater of gross or volumetric weight. Volumetric weight is determined using a factor of 1:6, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 166.67 kilograms (referred to in the quotation as "density ratio"). ,

. All charges quoted are only applicable and valid for stackable, general cargo (no dangerous goods, no high-value, no temperature controlled, no perishables, no special handling requirements, not consist of or contain personal effects), not exceeding 2,000 kilogram chargeable weight per shipment, unless explicitly stated otherwise.

. If the sender or its loading facility is not certified as a "known consignor" by local authorities, the dispatch shall be submitted to an X-ray examination before being transported by plane or other local security screening may apply. This may result in additional costs for the freight payer.

. DHL Global Forwarding will apply fuel and security surcharges as effective at date of shipment based on chargeable weight. Surcharges will be applied as per DHL GLOBAL FORWARDING origin standard and adjusted in line with market development.

. Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (United States Transportation Security Administration, Transport Canada, etc.).

## Special Conditions for Ocean Freight

. Danmar Lines is DHL Global Forwarding's in-house carrier. All charges and services offered under DHL Global Forwarding and/or Danmar Lines are subject to DHL Global Forwarding's Standard Trading Conditions, Danmar Lines' Standard Conditions respectively (please refer to the link below):

(<https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-DHL-Global-Forwarding-danmar-terms-and-conditions.pdf> ).

. Unless otherwise explicitly agreed, all charges quoted are only applicable and valid for general cargo (no dangerous goods, no high-value cargo, no temperature controlled, no perishables, no special handling requirements); cargo needs to be seaworthy and in gauge. In addition, LCL cargo must be stackable, not oversized (less than 5.8m length, less than 2.2m in width and height), weigh less than 2,500 kilogram per piece, for shipments ex Asia Pacific not exceed a shipment volume of 20 cubic meters, not exceed a shipment weight of 10,000 kilogram, for Americas and EMEA not exceed a shipment volume of 30 cubic meters, not exceed a shipment weight of 15,000 kilogram, and not consist of or contain personal effects.

. For quotes covering dangerous goods pricing, our pricing offer applies to the below classes, unless otherwise specified:

- IMO class 3 Inflammable Liquids → Excluding the following: UN3256; UN3258; Elevated temperature liquids and solids
- IMO class 6.1 Poisonous (toxic) substances
- IMO class 8 Corrosives
- MPA/PSA group 3
- IMO class 9 Miscellaneous dangerous substances → Excluding the following: UN3256-UN3258, Elevated temperature liquids and solids; UN3090, Lithium Metal Batteries; UN3480, Lithium Ion Batteries/Lithium-ion Polymer Batteries; UN3496, Batteries, Nickel Metal Hydride; UN 2212, 2590, 2315, 3151 and 3152

Any quote covering dangerous goods pricing is always subject to separate approval upon booking and shipment.

. For quotes covering temperature controlled cargo, our pricing offer does not apply to the below commodities, unless otherwise noted:

. Chemicals hazardous or harmless; Hazardous cargo; Pharmaceutical products (incl. blood plasma); High Value Cargo (cargo values higher than USD 500K per container) / AMER +USD 200K per shipment; Controlled Atmosphere; Cold Treatment; Restricted reefer commodities, e.g. ammonium, tetramethylammonium, hydroxide, raw rubber, mint/menthol, phenol; Fertilizer, lime split, albuminous substances, modified starches, enzymes.

. Due to volatile market fluctuations, our FCL offers from Asia Pacific –Americas region are valid within the timeframe submitted with each offer and subject to acceptance within three (3) calendar days of our quotation date.

. LCL "Freight charges" will be charged based on chargeable weight, which is the greater of gross or volumetric weight. For LCL cargo volumetric weight is determined using a factor of 1:1, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 1,000 kilograms (referred to in the quotation as "density ratio").

. LCL "Origin & Destination charges" will be charged based on chargeable weight, which is the greater of gross or volumetric weight. For LCL cargo volumetric weight is determined using a factor of 1:3, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 300 kilograms (referred to in the quotation as "density ratio").

. All LCL charges can be subject to a minimum shipment size. The minimum is 1 cubic meter, unless explicitly specified otherwise.

. For FCL pickup and delivery, the weight per container (load + tare) must not exceed the maximum payload as per country regulations and equipment specifications. Failure to comply may result in additional charges or refusal to transport by DHL Global Forwarding.

. The International Maritime Organization (IMO) amended the Safety of Life at Sea Convention (SOLAS) to rule that all containers must be weighed prior to entering at Gate-in or loading onto a vessel. Verification of the weight is the responsibility of the shipper. Actual weighing charges will subsequently be added to our pricing offer and charged as applicable at time of shipment per country.

. All surcharges (including Bunker Adjustment Factor (BAF), Currency Adjustment Factor (CAF), Low Sulphur Surcharge (LSS), War Risk fee, Seasonal Surcharges, Emergency Cost Recovery Surcharges, etc.) are subject to fluctuation. DHL GLOBAL FORWARDING shall pass on any surcharges charged by a carrier in relation to customer's shipments. DHL GLOBAL FORWARDING will cease or reduce the surcharge as soon as it is ceased or reduced by the applicable carrier.

. Bill of Lading fees shall be applied on a per shipment basis. Should a shipment require to be split into several Bill of Ladings for any reason, DHL Global Forwarding reserves the right to charge respective fees based on the number of Bill of Ladings issued.

. Demurrage, detention and port storage free time will be as per carrier standard; additional charges may apply.

. For shipments for which DHL Global Forwarding is contracted for import services only, we need to receive one endorsed original bill of lading, a packing list and the commercial invoice by mail, if not agreed otherwise, before the ocean-going vessel reaches the destination port.

. When DHL is acting in the capacity of a non-vessel-operating common carrier (NVOCC), these terms and conditions shall also constitute a Negotiate Rate Arrangement (NRA) as defined by the Federal Maritime Commission (FMC).

**THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.**

**Rates, Prices, Invoices**

- . The prices offered do not include duties, storage fees and are subject to applicable taxes, especially value-added tax (VAT); other charges for additional services may apply.
- . Pickup and/or delivery charges are based upon standard services and equipment, and the quoted charges do not apply for bonded truck service and are only applicable for regular business hours, if not otherwise agreed. Fuel surcharges are subject to change.
- . Collection and delivery costs specified in this quotation refer to the specified collection and delivery point only. Should collection and/or delivery points not be specified or be different the standard DHL Global Forwarding tariff for such service applies.
- . All charges and services offered are subject to (vessel) space and equipment availability and unhindered routes of transportation.
- . In case of shipment 'no show', DHL Global Forwarding reserves the right to charge a 'no show fee'.
- . Any customs clearance fee for standard import & export declarations covered in the quotation includes up to three (3) HS codes (lines), any additional HS code will be charged as "additional line". For any other customs related services, beyond standard import and export declarations, additional fees apply. If required by the customer, and allowed as per country legislation, the disbursement of Duties & Taxes done by DHL on behalf of the customer will trigger a surcharge. Any third party fees charged to DHL (e.g. Port Handling, Terminal Charges and Storage) will be invoiced at cost.
- . Any invoice shall be payable upon receipt, except if agreed otherwise in writing. We shall reserve the right to request payment in advance.

**COVID-19**

**Clause:**

The Parties acknowledge and agree that the outbreak of COVID-19, which the World Health Organization officially declared a pandemic on March 11, 2020, has caused global disruptions of air, ocean and other logistics services as a result of, among other things, continued lockdown of countries, closure/limitation of crossing country borders, closure of ports and airports and resulting carrier cancellations. DHL GLOBAL FORWARDING reserves the right to give the Customer notice that it will modify all or part of its air, ocean and other freight services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards the Customer to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID -19). Such changes shall only take effect if mutually agreed between the parties. After DHL GLOBAL FORWARDING has given notice of such change, DHL GLOBAL FORWARDING shall not be obliged to perform services until mutual agreement on the change is reached. DHL GLOBAL FORWARDING shall be relieved of any liability under the Agreement if, and to

the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19).

. If DHL GLOBAL FORWARDING is prevented from performing its obligations in such circumstances for more than 30 consecutive days, either party has the right to terminate the agreement forthwith by giving written notice to the other.

#### **Important information regarding wood packaging material:**

From 1 January 2021, all wood packaging material (including pallets, boxes and crates) moving in both directions between the UK and the EU must meet the ISPM15 international standards. Non-compliance may lead to delays and penalties, so please ensure that you ship your goods using compliant products.

#### **Ukraine Invasion**

The dramatic developments in the Ukraine Invasion (the “Invasion”) are impacting all modes of transport in the transport industry, and particularly shippers’ cargo and supply chain. Consequently, DHL Global Forwarding have temporarily suspended all shipping and related services to and from Ukraine. In addition, inbound services to Russia and Belarus have been suspended, and we will not accept shipments to or via Russia or Belarus until further notice. This includes all modes of transport, any transit shipments and customs clearance.

Furthermore, the unforeseen Invasion and the associated restrictions (e.g. closure of air space) may impact cargo capacity, routing and other operational matters. These conditions are outside of our reasonable control and we therefore reserve the right to modify our services in terms of routes, rates and transit times, and to apply surcharges arising as a consequence of the Invasion.

#### **Compliance to Export Control – Sanctions – Dangerous Goods**

The Shipper shall ensure compliance with all applicable export control and sanctions laws and regulations (‘Export Laws’) and warrants in particular that:

- (i) Neither Shipper, any holding company, agents, Consignee or any other third party directly contracted by Shipper for the delivery of the shipment are listed on any applicable sanctions lists as a denied or restricted party;
- (ii) The delivery of the Shipment to its final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;
- (iii) Shipper will inform DHL should the shipment be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws
- (iv) Shipper has obtained all necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and end-use.

Shipper shall provide DHL Global Forwarding with all information, including permits and licenses, required by applicable Export Laws to permit DHL Global Forwarding to further the delivery of the shipment to the final destination country. DHL Global Forwarding strives to be fully compliant at all times with the prevailing rules and regulations for carriage of dangerous/hazardous cargo. In this regard, we work with our customers and carrier partners to ensure all dangerous/hazardous cargo is correctly declared at the time of booking the shipment and prevent any mis-declaration of

dangerous/hazardous cargo. In the event that DHL Global Forwarding's customer mis-declare dangerous/hazardous cargo to be non-dangerous/non-hazardous cargo, all penalties, costs, consequences and liabilities of this mis-declaration will be passed on to the customer.

### **Compliance to Shipment Information**

Customer shall be responsible for compliance with legal requirements concerning the timeliness, completeness and accuracy of shipment information. Customer recognizes that late, incomplete or incorrect information may have serious effects resulting in heavy fines by governmental or regulatory authorities. Customer shall indemnify DHL Global Forwarding for any fines, penalties, losses, costs and damages that DHL Global Forwarding or a third party (such as another DHL Global Forwarding's shipper) may incur due to late, incomplete or inaccurate information provided by customer, who shall additionally be passed on proportionately any governmental or regulatory organization practices, surcharges, procedures or regulations, unknown at the time of proposal and imposed during the rate validity period.

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### **Data Protection / GDPR**

The Parties mutually acknowledge that: (i) all DHL Global Forwarding legal entities is entitled to collect, keep and process the data provided by the CUSTOMER, its consigner or the addressee for purposes of the services rendered; (ii) At the request of the authorities (especially the customs authorities) and government authorities to report the data to them for legally recognized purposes; (iii) In all other cases, DHL Global Forwarding is hereby authorized to process data relating to the CUSTOMER, which hereby consents pursuant to and for purposes of the provisions of Italian Legislative Decree 196/03 and subsequent amendments and Regulation (EU) 2016/679 General Data Protection Regulation ("GDPR"). CUSTOMER acknowledges and accepts that DHL Global Forwarding, as part of the execution of the Contract and its implementing transportation orders, will operate as Data "Controller" as defined by article 4 of the GDPR; (iv) personal data may be used, on the basis of legitimate interest, for promotional activities, commercial initiatives, verification of the degree of customer satisfaction, presentation of new products, services and offers, to carry out market research and statistical analysis.

For further information please contact: [dataprotection.dgf@dhl.com](mailto:dataprotection.dgf@dhl.com) , and get knowledge with the content of the **ANNEX "A"** called **INFORMATION ON DATA PROCESSING** that follows.

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### **Standard Trading Conditions**

Unless covered by mandatory legal regulations (e.g., Hague-Visby Rules, Montreal Convention, Warsaw Convention, CMR), all services of DHL Global Forwarding (hereafter referred to as "DHL GLOBAL FORWARDING") are offered and transacted under the (1) Standard Trading Conditions and, where issued, (2) DHL transport document (Airway Bill, Bill of Lading), all of which exclude or limit the liability of DHL GLOBAL FORWARDING in certain circumstances. DHL GLOBAL FORWARDING

shall not accept any liabilities other than those declared under the typical international conventions (Montreal, CMR, etc.). If quoted, rates for temperature controlled shipments do not include any additional liability for cargo damage beyond the amounts provided for in (1) or (2). Where a document (2) is issued, the terms and conditions evidenced in such shall be paramount and govern the services in respect of which the document (2) is issued. Where Document (2) has not been issued, services shall be governed by the applicable transport convention, terms of the relevant national freight forwarders' association or national law. In absence of such, the DHL GLOBAL FORWARDING Standard Trading Conditions (1) will apply.

*DHL GLOBAL FORWARDING (ITALY) SPA*



**DHL Global Forwarding (Italy) S.p.A.**  
**Terms & Conditions**  
**(Valid as of March 02, 2022)**

Dear Company (hereinafter “CUSTOMER”), please find below the General Conditions of forwarding Contract (hereinafter “GCC”) applied by DHL Global Forwarding (Italy) S.p.A. – business unit DGF (hereinafter “DGF”), part of Deutsche Post DHL Group, having its registered office in Via delle Industrie n° 1 cap 20060 Pozzuolo Martesana (Milan) - Italy - R.E.A. Milano 694772, Taxpayer Code and VAT Account 00754800159, which, together with the DHL Global Forwarding Global Standard Terms & Conditions mentioned above, will be applicable to all your future forwarding orders managed by DGF on behalf your company. **(1) General Statements:** It is agreed that at the time a Customer places an order with DGF forwarding services, Customer specifically agrees, on his behalf or on behalf of anyone else on account of whom he enters into the forwarding order to DGF, these GCC, together with the “**DGF COMMERCIAL OFFER**” document plus DGF standard Terms & Conditions under **Annex 1** will be fully and unconditionally applied between the CUSTOMER and DGF (hereinafter the “parties”) and third parties having rights in relation to the service itself, from the time the shipment is accepted by DGF. The present GCC will prevail on any different agreement between CUSTOMER and DGF. Regarding what is set forth in this document; DGF is hereby expressly authorized by the CUSTOMER to appoint air, ocean or road, rail carriers necessary for the execution of the transport services of goods from this time on or other trusted professional figures (e.g. customs agents, ground handler). **(2) Licenses/Authorizations:** DGF declares to the CUSTOMER that it possesses the following main authorizations: (i) Forwarding License n. MI 488/1966; Road Transportation License MI/0850001/L/00; European Road Transportation License n. 66825; Authorized Economic Operator n° IT AEOF 09 0083. **(3) Customs Clearance Services and documentation:** If expressly requested by the CUSTOMER (and in such case a specific Customs brokerage Power of Attorney will be signed by parties), when DGF receives the shipment or goods it will have the possibility of carrying out all necessary customs formalities, including by making use of its own customs procedures or the services of a trusted customs agent. CUSTOMER will provide to DGF all commercial documents, accompanied by comprehensive customs instructions with the necessary customs certificates, if called for, and any other self-certifications, if required, filled in correctly and clearly and corresponding to fact. All costs deriving from the customs formalities, from payment of the fiscal import taxes, such as customs duties, taxes or other expenses incurred because of the activities performed by the customs authorities, or as consequences of mistakes or resulting from the lack, incompleteness, inaccuracy or untruthfulness of the documents and declarations made by the CUSTOMER, its consignor or the addressee, in preparing and compiling the necessary documents or in acquiring the necessary authorizations or licenses, will be billed directly to the CUSTOMER. For any shipment CUSTOMER will deliver to DGF all accompanying shipping documents required by law, by the government authorities of any country, and in particular CUSTOMER must provide, whenever required by law, a truthful declaration regarding the content of the shipment and the value of the goods (For Road Freight Services, said declaration may not be considered a

declaration of interest or value according to the provisions of arts. 24 and 26 CMR). It is understood between the Parties that DGF will not be obligated to examine in deep all documents accompanying the goods and that the information contained therein is correct, complete and truthful. In this regard the CUSTOMER will be held liable towards DGF for any damage, sanction, fine, duties (including customs) deriving or resulting from the lack, incompleteness, inaccuracy or untruthfulness of the documents and declarations (including customs) accompanying the shipment or failure to comply with customs regulations on the export of goods – “denied parties- blocked person”. **(4) DGF liability:** base of the fact that with the present GCC CUSTOMER gave a mandate to DGF in order to conclude, on its own behalf and on behalf of CUSTOMER, a transportation contracts with carriers and execute other ancillary services, DGF shall not be held responsible for acts attributable to action of carriers or third parties. In any case DGF’s liability towards CUSTOMER or third party having rights, where provided for, may not be greater than that of its foreign agents or correspondents or air, ocean, road carriers, based on the laws, provisions and regulations in force in the countries of the aforesaid foreign agents or correspondents or carriers. Therefore, if because it fails to perform its obligations, DGF is required – based on the present GCC or on law -- to pay compensation for damages to the CUSTOMER or third party having right for damage, destruction or loss of the goods during shipping or temporary technical stoppage/lay-by or during deposit, the Parties mutually acknowledge that the following compensation standards will apply: **(a)** Air freight Services: according to the standard conditions of the air carriers companies indicated on the back of the Air waybill (“AWB”) and other transportation documents, and in general, according to the provisions of the Montreal Convention of 28 May 1999; **(b)** Ocean freight Services : according to the standard conditions of the carriers companies indicated on the back of Bills of Lading (“BOL”) and other transportation documents, and/or, where applicable, according to the specific provisions of international conventions regulating the transport of Products by sea in territorial waters governed by certain international standards (purely by way of example: Hague-Visby Convention –Brussels protocol 23.02.1968 and subsequent amendments; USA COGSA regulations -Haulage of Products by Sea Act etc. and subsequent amendments); or according to the “DANMAR Lines Standard Condition” which the CUSTOMER declares that it is familiar with and accepts where applicable; **(c)** Road freight Services: according to the provisions of article 1696 of the Italian civil code, for transport by road within Italy territory; or according to the standard conditions of the road carriers companies indicated on the back of the CMR and other transportation documents, and in general, according to the provisions of “Convention on the Contract for the International Carriage of Goods by Road”. **(d)** Rail Freight Services: according to the standard conditions of the rail carriers companies indicated on the back of the Railway Bill (RWB) and other transportation documents, and in general, according to the provisions of the International Convention for the Goods by Rail (“CIM”) signed in Bern October 25, 1952. **(e)** In any case in case, where the International Conventions are, for any reason or cause, not applicable, Parties agree that DGF’s maximum liability arising out of any loss or damage due to DGF’s demonstrated negligence shall not exceed a sum at the rate of 2 Special Drawing Rights per kilo of the gross weight of any goods lost or damaged. DGF shall have no liability whatsoever for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation or third party claims (in each case whether direct or indirect) or for any indirect or consequential loss. It is understood between the Parties that DGF will do everything reasonable possible in order to organize the delivery of the goods accordingly to the

delivery deadlines agreed with CUSTOMER and planned with the engaged carriers; however, DGF may not be held liable for the occurrence of any delays in delivery of the shipment/goods, considering the fact that delivery day/time must be considered always as estimated. DGF's liability, if any, for any claim arising from customs brokerage services howsoever arising (in each case whether caused by negligence or otherwise) shall be limited to the amount of brokerage fees paid to DGF for the entry, whichever is less. DGF shall under no circumstance be responsible for the loss, damage, error or failure to deliver caused by force majeure or circumstances beyond its control. The foregoing notwithstanding, the Parties, in order to avoid any misunderstanding, mutually acknowledge that DGF in any case may not be held liable for any loss, damage, mistaken or failed/delay delivery caused by unforeseeable circumstances or by circumstances beyond its control. By way of incomplete example, these include: (a) natural disasters such as earthquakes, cyclones, hurricanes, floods or hailstorm or any other adverse weather conditions which may affect the operations; (b) cases of force majeure such as wars, embargoes, civil uprisings or revolts; (c) defects, characteristics or faults relating to the nature of the Products shipped and their packaging, incidents/damage or breakdown to means of air, sea and road, rail transport, unilateral decisions of the air, sea, road, rail carriers; (d) acts, non-performance or omissions of the CUSTOMER, its sender or receiver or any other party having an interest in the shipment, of the national government, customs or other competent authorities, and of any carrier not part of DGF to which DGF entrusted the shipment for the transportation in derogation of rules provided by articles 1699 e 1700 of Italian civil code; (e) strikes or labor conflicts or disturbances; track and trace and communications system interruption, failure.

**(5) Insurance:** If the CUSTOMER should request compensation for any damage incurred in relation to the shipment outside the limits of the law and/or international conventions listed under section 4 herein, they are entitled to request DGF to provide insurance on behalf of the Customer to cover the market value of the goods lost or damaged during shipping, together with the payment of a corresponding premium. However, the insurance will not cover any losses or indirect damage, lost income or damage or losses arising from delays in the delivery of the shipment. It is expressly agreed that any damage incurred outside the limits of the law and/or conventions pursuant to section 4 herein, which is not covered by the insurance or exceeds insurance limits, is directly the liability of the Customer, with the express exoneration of DGF from all and any liability thereof. **(6) Claims:** claims are limited to one per forwarding order. Any claim must be forwarded in writing by the Customer to DGF no later than the terms provided by the regulation quoted under section 4 herein; it also agreed that any subsequent transaction or remedy shall be deemed all-inclusive for any and all losses or damages regarding the claim itself. **(7) Tariffs - Payment and additional voices variable costs:** DGF tariffs applicable to forwarding services are set out by the Parties in the **Annex 1**. Tariffs worked out on the basis of the CUSTOMER declaration regarding types of goods, minimum volumes of forwarding services per month, weights and most frequent countries of destination or on the basis on spot quotation. DGF reserves the right to change tariffs in case of total or partial failure to achieve the minimum monthly volumes required or in case market condition are significantly modified by carriers. The lack of CUSTOMER acceptance of new tariffs allows DGF to withdraw from the contract relation with the CUSTOMER. Unless otherwise provided by DGF in the Annex 1, it is understood between the parties that all costs for the execution of the Services will always be anticipated by the CUSTOMER to DGF before each Service. Customs duties on imports must always be advanced to DGF

by irrevocable bank transfer. Late payment of DGF invoices will entitle DGF (upon written notice to the Customer) to: change payment terms, to suspend or, in those cases unilaterally considered more serious, to definitively interrupt the forwarding services, with immediate withdrawal from the present CNG; to seek the costs of recovering the credit. The Customer for each shipment agrees to pay any additional cost applies to the shipments (e.g.: fuel surcharges, caf, xray, IATA volumetric weight etc.). **(8) Unacceptable shipments and general warnings:** In the absence of special and preventive written agreements, DGF notifies the Customer that it considers being unacceptable goods that are classified as hazardous/dangerous goods subject to special restrictions by the ADR or IATA, IMO, ICAO and Public Authorities. Any damage to people or assets, fines or sanctions arising out of having entrusted the carrier shall always be the liability of the Customer who has not complied, also by failing to disclose, with the indications provided by DGF and the government regulations in force. The conferring of orders for forwarding (shipping) and customs clearance are governed according to Article 1704 of the Italian Civil Code and the regulations of Chapter VI, Title II, and Book IV of the same code. **(9) Termination and incoterms:** CUSTOMER hereby expressly acknowledges that the failure to comply with even one single provision of the GCC will grant to DGF the right to immediately terminate the present contract and forwarding orders, save for the right of DGF to claim payment of all amounts due by Customer till then. DGF shall communicate its decision to CUSTOMER by simply email anticipated by fax. Independently of the incoterms rules contained/used in the forwarding orders and transport docs, CUSTOMER it is the solely responsible for any charges or damages (for example: detention, demurrages or port storage) request to DGF arising from receiver breaches of its obligations; **(10) Governing Law & Jurisdiction and other provision:** This GCC it is regulated by Italian law. Any dispute deriving from or caused by the present GCC, including with regarding to the interpretation, execution or termination of the relationships involved in it shall be turned over to the exclusive geographic jurisdiction of the Court of Milan - Italy, as an exception to the customary geographic jurisdiction, and to the express exclusion of any other court, including alternatively or secondarily (whether general or optional forums pursuant to art.20 of Italian civil code procedure). The present GCC is the result of extensive negotiations between the Parties, who declare that they came to stipulate and sign it only after having carefully evaluated and accepted all parts of it. When it is signed, the present GCC binds the Parties to comport themselves according to the principles of good faith, diligence and honesty. In its entirety, the present GCC constitutes the sole contractual source of obligation between the Parties, who will thus be bound exclusively by the provisions contained herein, and in its annexes, to the express exclusion of any other agreement or undertaking made prior to the stipulation of the GCC or outside it. In relation to the foregoing, the Parties mutually acknowledge that the provisions of arts. 1341-1342 Italian civil code are not applicable, and no agreement or pact that modifies or expands, even partially, the terms and conditions of the present GCC will be binding on the Parties, unless it is made in writing and refers expressly to it, and is duly authorized and signed by the Parties or by their legal representatives.

## **ANNEX “A” INFORMATION ON DATA PROCESSING**

It is important to DHL Global Forwarding (Italy) S.p.A. (hereinafter “DHL”) part of Deutsche Post DHL Group, having its registered office in Via delle Industrie n° 1 cap 20060 Pozzuolo Martesana (Milan) - Italy - R.E.A. Milano 694772, Taxpayer Code and VAT Account 00754800159, to protect the personal data processed as part of its business processes. DHL will process personal data, with and without the use of electronic means, according to logics and procedures consistent with the stated purposes and in compliance with the principles of the European Regulation for the protection of personal data n. 679/16.

### **A. SHIPPING SERVICES**

Below is information on how we process personal data when using the shipping solutions provided by DHL.

The communication and processing of personal data is a necessary requirement in order to comply with legal and contractual obligations related to the provision of services by DHL. By way of example, DHL may process the following data:

- name, telephone number and email address of the sender/recipient
- name, telephone number and email address of the person purchasing the service/payer
- name, phone number and email address of the person submitting a request
- if applicable, tax data of the sender/receiver
- if applicable, data required for customs operations management
- if applicable, data required for complaint handling
- if applicable, identification data contained in identification documents of the sender/receiver.

The data are processed in order to execute the contract concluded with DHL, including any pre-contractual phase, to use the products and services of the latter, as well as to provide customs, tax and accounting, management analysis and monitoring of services, to perform quality control of services provided, to handle complaints and provide after-sales service.

Personal data may also be processed in order to ensure compliance with applicable legislation on customs, international sanctions, export control and measures of the competent authorities having as their object restrictive measures against particular subjects (so-called Denied Parties).

DHL may inspect the Shipment for safety, security, customs or other regulatory reasons (including but not limited to preventing prohibited or unacceptable items from being entrusted to us for transport or to detect crime or misuse). In the event that a shipment cannot be delivered due to lack of data necessary to trace it back to a shipper/consignee, DHL may open the shipment to

identify a return or delivery address and contact the shipper. We have a legitimate interest in this processing as it ensures the smooth operation and continuous improvement of the services offered to our customers.

## **B. OTHER TREATMENTS**

DHL, as data controller, may process personal data for the additional purposes indicated below. The provision of personal data for the above purposes is optional and refusal to provide such data will not affect the ability to use DHL products and services, request assistance, or make complaints.

- Customer satisfaction

DHL may process personal data (e.g., name, shipping address, contact information) to measure user satisfaction with our products and services and to listen to user experiences and comments for continuous improvement.

The processing of personal data for the purpose stated herein is done on the basis of DHL's legitimate interest.

- Commercial Communications

DHL may process personal data (e.g. name, shipping address, contact details) for marketing purposes, i.e. promotional activities, sales initiatives, presentation of new products, services and offers, to perform market research and statistical analysis. The processing of personal data for the above purposes is carried out on the basis of DHL's legitimate interest. Where required by the Regulation, DHL will collect consent to process personal data.

- Messaging

DHL can make third-party communication channels available (e.g., Facebook, WhatsApp, and DHL Virtual Assistant). The systems may respond with keyword-based answers or relay the request to a staff member in a live chat. DHL has a legitimate interest in processing data to facilitate communication. If you do not wish to use this channel, you may use other contact methods.

- Recording calls

In the case of calls to our support numbers, the call may be recorded for dispatch management purposes, for purposes of monitoring the quality of services offered and for staff training. Data is processed on the basis of legitimate interest.

- Web browsing

In case of use of websites, further information on the processing of personal data can be found on the relevant pages.

### **C. RECIPIENTS OR CATEGORIES OF RECIPIENTS**

Personal data are accessible to duly authorized personnel on a need-to-know basis and may be communicated and transferred, within the national territory, to the following categories of subjects: Public Bodies, Judicial Authorities, Police Forces, Insurances, as well as third parties who, on behalf of DHL and for the above-mentioned purposes, are legitimated to carry out certain activities (e.g. execution of transport services, customer care services, after-sales verification services, invoicing services, payment services, customs services, call center services, after-sales verification services, communication agencies) and to other third parties. execution of transportation services, customer care services, after-sales verification services, billing services, payment services, customs services, call center services, after-sales verification services, communication agencies) and to other companies of the Deutsche Post DHL Group (hereinafter referred to as "DPDHL"). Where third parties process personal data on behalf of DHL, DHL will ensure that they comply with all applicable laws and regulations.

### **D. TRANSFERS OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION**

Some of the DPDHL Group companies that may access your personal data are also established outside the European Union, in countries that may not ensure an adequate level of protection of personal data according to the standards set forth in the Regulation. If personal data is transferred to other Group Companies located in so-called "third party" countries, the transfer will be made in full compliance with the DPDHL Group Data Privacy Policy and in line with the provisions of the Regulation. The DPDHL Group Data Privacy Policy has been approved by the competent European Supervisory Authority as a set of Binding Corporate Rules ("BCR"). In any case, DHL takes the necessary precautions for a legitimate data transfer to "third" countries (e.g. through the implementation of Standard Contractual Clauses approved by the European Commission).

### **E. STORAGE OF PERSONAL DATA**

Personal data will be stored ensuring adequate security and confidentiality and in a manner that prevents unauthorized access or use of personal data. Personal data will be stored in accordance with the principles of necessity, data minimization and limitation of the storage period, for a period of time proportionally adequate in relation to the specific purpose for which the data are processed and for a period of time not exceeding the achievement of the same, without prejudice to different terms of storage in accordance with applicable legislation.

### **F. HOLDER OF THE TREATMENT**

The data controller is the company DHL Global Forwarding (Italy) S.p.A., CF/P.IVA00754800159, with



registered office in Pozzuolo Martesana, via Delle Industrie 1 - 20060 Pozzuolo Martesana(MI).

For any and all requests please write to [dataprotection.dgf@dhl.com](mailto:dataprotection.dgf@dhl.com)

#### **G. RIGHTS OF THE INTERESTED PARTY**

The data subject has the right to ask DHL, compatibly with the processing needs indicated in this informationnotice, for access to his or her personal data and the rectification or erasure of the same or the restriction of theprocessing of data concerning him or her or to object to the processing of such data, as well as the right towithdraw consent at any time, without prejudice to the lawfulness of the processing based on consent given before the withdrawal, in addition to the right to data portability. The data subject also has the right to lodge acomplaint with the Italian Supervisory Authority: Authority Guarantor for the protection of personal dataPiazza di Monte Citorio n. 121, 00186, ROME (ITALY) Fax: (+39) 06.69677.3785