

DHL Global Forwarding (Italy) SpA - business unit Freight
DHL General Conditions of Contract rev 3/2014

Company _____ Taxpayer Code and VAT Account no. _____ (hereinafter "Client"); here follows the DHL Global Forwarding (Italy) S.p.A. - business unit DHL Freight (hereinafter "DHL") General Conditions of Contract (hereinafter "GCC"), Taxpayer Code and VAT Account 00754800159, applicable to your future transportation orders. **(1) General Statements:** It is agreed that at the time a Client places an order with DHL transportation services, he specifically agrees, on his behalf or on behalf of anyone else on account of whom he enters into the transportation order to DHL, these GCC, together with the **"DHL COMMERCIAL OFFER"** document under Annex 01, will be fully and unconditionally applied between the Client and DHL (hereinafter the "parties") in relation to the service itself, from the time the shipment is accepted by DHL. Regarding what is set forth in this document; DHL is hereby expressly authorized by the Client to appoint sub-carriers necessary for the execution of the transport services of goods from this time on or other trusted professional figures (e.g. customs agents). **(2) Licenses and Authorizations:** DHL declares to the Client that it possesses the following authorizations: (i) Forwarding License n. MI 488/1966; Road Transportation License MI/0850001/L/00; European Road Transportation License n. 66825 del 18/06/2010; Italian General Postal Authorization AUG/000139/2000; Authorized Economic Operator n° IT AEOF 09 0083. **(3) Customs Requirements:** If required by the Client, DHL, upon receipt of the shipment, will comply with all mandatory customs requirements, also using the services of a customs agent of its own. Thus, the Client shall provide DHL with all the necessary customs forms for the import and/or export of all goods, duly, correctly, clearly and completely filled in, as well as stating the truth, enclosing, when required by the law, all and any relevant documents for the correct completion of customs operation. All costs arising out of the execution of customs requirements, for example, the payment of import duties, such as customs taxes, fees, customs sanctions and the costs for the deposit, stowage, stopovers or any other fees that may be due as a result of the activities performed by the customs authorities, such as the results of errors, omissions, imprecision and/or delays by the Client or the recipient and/or assistance in the provision of information necessary for the requested operations or in the creation of the necessary documents or the acquisition of the necessary authorizations or licenses, will be billed to the Client. **(4) DHL liability/compensation:** As a result of the transportation orders received from the Client, DHL exclusively assumes the obligations and responsibilities pursuant to Article. 1739 of the Italian Civil Code. If DHL, shall oblige to pay compensation for damage suffered by the Client and/or third parties having rights for damage, destruction or losses of the goods occurred during the transport or technical stop, the following compensation parameters shall be applied: (a) the limits provided by Article 1696 of the Italian Civil Code for damage incurred during or due to the transportation via land in Italian territory; (b) the limits provided by the Geneva Convention of May 19, 1956 (so-called "Convention Merchandises par Route- "CMR") as per Italian Law 1621/60, for damage incurred during or due to the transportation via land in the foreign Nations. However, it should be understood by all parties that DHL cannot be held liable to the Client and/or entitled third parties for any refunds claimed which exceed the limits of responsibility as stated by the law and established by the land carriers which have been contracted by DHL for the completion of the transportation order received from the Client. DHL and the Client expressly agree that under no circumstance DHL shall compensate for any indirect damages (such as: loss of earnings, loss of interest or damage arising out of delays in the execution of the transport). It is understood between the Parties that DHL will do everything possible in order to deliver the goods according to the delivery parameters agreed with the Client and communicated to the carriers, however, DHL may not be held liable for the occurrence of any delay delivery considering the fact that delivery day/time are to be considering always estimated. DHL shall under no circumstance be responsible for the loss, damage, error or failure to deliver caused by force majeure or circumstances beyond its control. **(5) Insurance:** If the Client 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 DHL to provide insurance on behalf of the Client 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 Client, with the express exoneration of DHL from all and any liability thereof. **(6) Claims:** claims are limited to 1 per transportation order. Any claim must be forwarded in writing by the Client to DHL no later than the term provided by the regulation quoted under section 4 herein or it will not be considered valid; 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/Payments:** DHL tariffs applicable to transport services are set out in the **Annex 1**. Tariffs worked out on the basis of the Client declaration regarding types of goods, minimum volumes of transportation services per month, weights and most frequent countries of destination. Since the tariffs were worked out and agreed on the basis of the aggregate amount of expected transportation orders, DHL reserves the right to change them in case of (i) total or partial failure to achieve the minimum monthly volumes required; and (ii) variation of fuel cost, after delivering due notice in this respect. Payments of DHL invoices issued for the services under this contract shall be paid by the Customer at 30 days on DHL bank account from the billing date. Any delay in the payment of invoices will authorize DHL to: request application of interest as per Italian legislative Decree 231/02; modification of terms of payment an administrative cost equal to 0,1% on the total value of the amount not paid; any charges for the collection of the credit along with the suspension of the transport services requested by Client finally the suspension or, in more serious cases, the interruption of transport services. The customs duties for imports must be always paid in advance to DHL through an irrevocable bank transfer. **(8) Unacceptable shipments for transport and general warnings:** In the absence of special and preventive written agreements, DHL notifies the Client 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 Client who has not complied, also by failing to disclose, with the indications provided by DHL and the government regulations in force. The conferring of orders for transportation 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. DHL declines any responsibility for telephone orders provided by the Client that are not confirmed in writing. **(9) Termination:** Client hereby expressly acknowledges that the failure to comply with even one single provision of the Terms and Condition of Contract will grant to DHL the right to immediately terminate the present contract and transportation orders, save for the right of DHL to claim payment of all amounts due by Client till then. DHL shall communicate its decision to Customer by simply e.mail anticipated by fax.; **(10) Client responsibility and incoterms:** Independently of the Incoterms rules contained/used in the transport orders, Client it is the solely responsible for any charges or damages request to DHL arising from receiver breaches of its obligations. **(11) Governing Law & Jurisdiction:** This General Conditions of Contract it is regulated by Italian law. Any dispute, arising out of or in relation to this contract and future transportation orders, shall be referred to the exclusive territorial competence of the jurisdiction of MILAN, regardless of the ordinary territorial competence and with express exclusion of any other jurisdiction, provided alternatively or in a subsidiary manner (either the general jurisdiction as well as optional jurisdictions, according to Article 20 of the Italian Code of Civil procedure). Even if the present GCC it is listed on DHL letterhead is the result of a negotiation between the Parties, who declare that they came to stipulate and sign it only after having carefully evaluated and accepted all parts of it. Parties mutually acknowledge that the provisions of arts. 1341-1342 Italian civil code is not applicable.

PLACE _____ DATE ____/____/____ (space for Client company stamp and signature).