

DHL Global Forwarding Terms & Conditions

(Valid as of 14 Oct. 2024)

General Conditions

- DHL Global Forwarding, the freight forwarding business unit of 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, including orders or directives of customs, police or other national, state or local authorities restricting travel or commerce, 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; accidents/damage to means of transport, unilateral decisions of carriers; acts, defaults, or omissions on the part of the shipper or receiver, or any other party having an interest in the shipment and unilateral decisions of carriers (i.e. from captain of a ship or aircraft, from shipping company or airline).
- If, by reason of a Force Majeure event, DHL determines its ability to service Customer's business (and fulfill all or any part of DHL's obligations under this Agreement) requires it to incur additional costs, or provide additional services related thereto, then DHL shall promptly communicate such to Customer. Customer and DHL shall then confer and agree on all such costs which have been or will be incurred for Services affected by the Force Majeure event, and additional services to be provided as a consequence, before DHL is obliged to continue with the Services or additional services. DHL shall exercise all commercially reasonable efforts to avoid and/or mitigate such additional costs or services.
- 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.
- DGF ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013. This is DGF's entire obligation regarding the security of Customer's Information and DGF's IT-systems in connection with Customer's use of DGF'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-dgf-hawb-terms.pdf>
- Our Airfreight Quotes must be accepted by the customer within 7 calendar days of quote submission.
- DHL Global Forwarding's offer is based on acceptance on passenger flights. In case freighter service is required, due to either shipment characteristics, or fulfillment of security regulations from the authorities, additional charges may apply.
- "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 consists or contains personal effects nor is being shipped from/to natural persons), 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 DGF 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-dgf-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.
- With the exception of lanes inbound/outbound USA, due to the volatile market this quotation has a validity for booking a shipment with us of 7 calendar days starting with the first day of the quote's validity. After this timeframe the quote becomes invalid. This enables you to arrange booking(s) for available space and equipment within the rate validity quoted.
- 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.
- USA: Due to FMC regulations, on lanes inbound/outbound USA, cargo must be received by DGF within the validity period of the quote. Otherwise DGF reserves the right to review the offered pricing and issue a new quote for customer's review and acceptance. For FCL shipments, cargo is deemed received when the last container of a consignment is in-gate at the container yard or, where DGF is picking up from the customer, when the last container of the consignment is loaded from the customer's pickup location. For LCL shipments, cargo is deemed received when the last item of a consignment is in-gate at the CFS station or, where DGF is picking up from the customer, when the last item of the consignment is loaded from the customer's pickup location.
- LCL "Freight charges and 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 1:1, 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 "Pickup and Delivery 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, 1:1 or any other density ratio according to each country's specification.

- 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), IMO 2023 Compliance Cost Surcharge, ETS - Emissions Trading Scheme and Emission Control regulated Carrier Surcharge, War Risk fee, etc.) are subject to fluctuation. DGF shall pass on any surcharges charged by a carrier in relation to customer's shipments. DGF will cease or reduce the surcharge as soon as it is ceased or reduced by the applicable carrier. As to the IMO Cost Compliance Surcharge, as of January 1st, 2024, this new regulation will come into effect by the IMO which requires all ocean carriers to further reduce emissions in response to climate change. Should the IMO not be ready to implement this surcharge as of Jan. 1, 2024, for Exports from and Imports to the European Union the Emissions Trading Scheme and Emission Control regulated Carrier Surcharge (ETS) will be applicable instead.
- 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 rates are exclusive of but not limited to, all applicable taxes - especially value-added tax (VAT), duties, outlay fees, fumigation, inspection, storage, demurrage, detention, quarantine, bonded trucking or warehousing, escort, issue of export declaration, handover charges to third parties, handling beyond normal business hours, extra waiting hours, use of special equipment or services (e.g. special transport services, reefer plug-in / monitoring), re-icing or dry ice replenishment fees, courier fees, insurance fees, third party billing, government-related charges, other statutory charges, costs for (un)loading, blocking, bracing and cleaning of the container, sorting, (de)palletizing, assembling, re-packing, separately processed x-ray checks, hand search, sniffing etc.
- All charges and services offered are subject to (vessel) space and equipment availability and unhindered routes of transportation.

- 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.
- 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.
- 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.

Situation in the Sudan, Russia, Belarus

The developments in Sudan, Russia and Belarus 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 these countries until further notice. This includes all modes of transport and customs clearance.

Furthermore, these unforeseen events 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 situation in these countries.

Transit through Russia and Belarus is allowed, but subject approval from the DHL export control team.

Situation in Israel

The situation in Israel continues to impact all modes of transport in the transport industry. This includes all modes of transport, any import/export/transit shipments and customs clearance. Current 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.

Emergency Cost Recovery Surcharge (ECRS)

As a result of the conflict in the Red Sea, that has caused many ships to be diverted or docked in safe waters and increased costs for shipping and logistics activities, an Emergency Cost Recovery Surcharge (ECRS) will apply on all trades affected.

The surcharge has been implemented as of January 1st, 2024. As the situation is dynamic, we will be updating the surcharges and publishing updates [on our website](#).

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.

Code of Conduct

Parties shall act in accordance to applicable laws and regulations and own Codes of Conduct. (DHL GROUP Code of Conduct).

Confidentiality and Data Protection

The Parties mutually acknowledge that: (i) all legal entities of DHL Global Forwarding are authorized to collect, store, and process the data provided by the CUSTOMER, its shipper, or the recipient for the purposes of the services rendered; (ii) upon request from authorities (particularly customs authorities) and government bodies, to report the data to them for legally recognized purposes; (iii) in all other cases, DHL Global Forwarding is hereby authorized to process the data related to the CUSTOMER, who hereby consents in accordance with and for the purposes outlined in Legislative Decree 196/03 and subsequent amendments, and Regulation (EU) 2016/679 General Data Protection Regulation ("GDPR"). The CUSTOMER acknowledges and agrees that DHL Global Forwarding, in the context of executing the Contract and the related implementing transport orders, will act as the "Controller" of the data as defined by Article 4 of the GDPR; (iv) personal data may be used, based on legitimate interest, for promotional activities, commercial initiatives, customer satisfaction verification, presentation of new products, services, and offers, to conduct market research and statistical analyses.

For further information, please contact: dataprotection.dgf@dhl.com

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 (herein referred to as “DGF”) 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 DGF in certain circumstances. DGF 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 DGF Standard Trading Conditions (1) will apply.

Other Conditions

DHL GLOBAL FORWARDING

DHL Global Forwarding (Italia) S.p.A.
General Terms and Conditions of the Shipping/transportation Contract
(October 10-2024)

Dear Customer/Principal (hereinafter “Customer”), hereinafter the General Terms and Conditions of the Shipping Contract (hereinafter referred to as the “GCS”) applied by DHL GLOBAL FORWARDING (ITALY) S.P.A. - Business Unit DGF, a company validly existing and organized under the laws of Italy, with sole shareholder, subject to management and coordination by Deutsche Post AG, having its registered office in Via delle Industrie 1 - 20060 Pozzuolo Martesana, Milan (Italy); Milan R.E.A. (Economic Administrative Index) 694772, fully paid-up share capital of €15,600,000.00, Tax Code and VAT No. 00754800159; Certified Email (PEC) dhlglobalforwarding@pec.dhl.it.

The GTC together with the DHL Global Forwarding Global Standard Terms and Conditions above, will apply to all your present and future shipment orders handled by DHL on behalf of Customer.

(1) General declaration: It is agreed that when a Customer requests DHL to execute a shipment, said CUSTOMER specifically accepts, on his behalf or on behalf of anyone else on whose behalf he places the shipment order that these General Terms and Conditions, together with the document “DHL COMMERCIAL OFFER” and together with the standard DHL Terms and Conditions will be applied unconditionally between the CUSTOMER and DHL (hereinafter the “parties”) as well as the third parties having rights in relation to the service itself and this from the moment in which the shipment is accepted by DHL. These GTC will prevail over any other pre-existing agreement between the CUSTOMER and DHL. The Parties now and then mutually agree that DHL, bearing in mind the obligations imposed by current legislation, for the execution of shipments may make use of the activity/services of third party carriers (such as, for example, road, air, sea-ocean or railway qualified companies) or other professional figures (such as for example trusted customs agents or ground handling companies) and also make use of the collaboration of the other companies of the DHL Group present in the world, it being understood that it will remain interlocutor towards the CUSTOMER for the execution of the services.

(2) Licenses/Permissions: DHL declares to the CUSTOMER that it is in possession of the following main standard titles: forwarder register c/o CCIAA (Chamber of Commerce) of Milan under no. MI 488 on 15/12/1966; National Register of Hauliers for Third Parties under no. MI/0850001/L/00; Community Transport License no. 66825 of 18/06/2010; General Postal Authorization no. AUG/000139/2000; Authorized Economic Operator with IT AEOF 09 0083 registration, IATA Agent n° 3847028.

(3) Customs services: Should the CUSTOMER request DHL to perform customs operations, DHL may carry out these operations only as a direct representative pursuant to and for the purposes of Art. 18 of Regulation (EU) no. 952/2013 (acting in the name and on behalf of the CUSTOMER) with the ability to exercise sub-delegation. DHL will have the capability to complete all necessary customs formalities, also utilizing its own customs procedures or the services of trusted customs agents. The CUSTOMER is required to provide DHL with all commercial documents, accompanied by complete customs instructions with the necessary customs certificates, if required, and any other self-certifications, if required, correctly and clearly filled out and accurately reflecting the facts about the goods, thus being truthful. It is understood between the Parties that DHL will perform customs operations solely based on the technical documentation received from the CUSTOMER. In this regard, DHL will not be obligated to examine from time to time that all technical documents accompanying the goods and the information provided therein by the CUSTOMER are correct, complete, and truthful; however, in the presence of major anomalies, DHL may interrupt the execution of the customs operation, requesting the CUSTOMER for explanations, additions, or corrections of the detected anomalies, with the CUSTOMER assuming full responsibility for such additions or documentary corrections. That being said, the CUSTOMER will in any case be held responsible towards DHL or any third party entitled to any damage, penalty, fine, duty, VAT, or legal expense arising/resulting from the lack, incompleteness, incorrectness, or untruthfulness of the documents and customs declarations accompanying each shipment subject to import or export.

All costs arising from customs formalities, from the payment of import taxes, such as customs duties, taxes, or other expenses incurred due to activities carried out by customs authorities, or as a consequence of errors by the CUSTOMER (or its shipper) or resulting from the lack, incompleteness, incorrectness, or untruthfulness of the documents and declarations made by the CUSTOMER or its shipper or the recipient, in the preparation and completion of the necessary documents or in the acquisition of the necessary authorizations or licenses, will be the exclusive responsibility of the CUSTOMER who hereby declares to bear/pay for them, fully indemnifying DHL. Import customs duties must always be advanced by the CUSTOMER to DHL via direct remittance.

(4) Export control: The CUSTOMER shall fully comply with all applicable export control, sanctions, customs laws and regulations and other applicable regulatory requirements and restrictions related to the import, export, transfer or transit of goods ("Trade Laws"). The CUSTOMER shall not request to DHL to provide services that would cause, directly or indirectly, a violation of any applicable Trade Laws. If DHL has reason to believe that providing such services will cause a violation of applicable Trade Laws, DHL has the right to refuse the services.

Neither the CUSTOMER, any holding company, agents, affiliates, Consignee or any other third party directly or indirectly appointed by CUSTOMER are listed on any applicable sanctions lists as a denied or restricted party ("Denied Party"). DHL has the right to refuse services involving a Denied Party.

The CUSTOMER is responsible for the export and the classification of the goods contained in the CUSTOMER's shipments and for determining whether the delivery of the shipment to its final destination, any known end-user and end-use complies with all applicable Trade Laws.

If a shipment contains Dual-Use or Military goods subject to export control laws and regulations (including restrictions on import, transfer, or transit) ("Controlled Goods"), the CUSTOMER must obtain all necessary permits, licenses or other government authorizations required for the shipment of Controlled Goods and provide to DHL the export control classification and authorization information (e.g., license, permit, exception), including copies thereof, if requested by DHL. The CUSTOMER shall inform DHL of any special routing or other conditions for Controlled Goods that apply prior to shipment.

The CUSTOMER has a duty to disclose any and all information required to handle CUSTOMER's shipments in compliance with applicable Trade Laws. The CUSTOMER shall timely provide all information and documents in the format specified by DHL to enable DHL to provide services. Any and all information provided by the CUSTOMER to DHL shall be true, complete and accurate, and the CUSTOMER is responsible for the authenticity of any documents provided to DHL. If CUSTOMER identifies errors or inaccuracies, the CUSTOMER shall promptly notify DHL of the error/inaccuracy.

For the foregoing, the CUSTOMER expressly represents that it shall hold DHL harmless and indemnified from and against any loss or damage or sanction of any nature whatsoever that it may incur as a result of any breach of the express warranties or of the failure by the CUSTOMER to comply with Trade Laws applicable to the shipment of the goods entrusted to DHL.

(5) DHL's Liability - Damage Compensation Parameters: DHL's liability towards the CUSTOMER or entitled third parties, where applicable, shall not exceed that of its agents or foreign correspondents or air, sea, or road carriers, based on the laws, provisions, and regulations in force in the countries of the aforementioned agents or foreign correspondents or carriers. Should DHL be required because of default on its obligations to pay compensation for damage suffered by the CUSTOMER or eligible third parties, due to damage, destruction or loss of the goods occurred during transportation or temporary technical stopover in DHL's warehouses, the Parties mutually acknowledge that the following parameters of compensation shall apply **(a) Air Freight services** : in accordance with the standard conditions of carriage of air carriers set out on the back of Air Waybills or other transportation's documents, and, in any case, in accordance with the provisions of the Montreal Convention of 28 May 1999; **(b) Ocean Freight Services**: in accordance with the standard conditions of carriers set out on the back of the Bills of Lading and other transportation's document, or/and in any case, in accordance with what is specifically provided for in the international conventions governing the carriage of goods by sea in territorial waters regulated by certain international standards/conventions (i.e. Hague-Visby Convention - Brussels Protocol 23.02.1968 as subsequently amended; US COGSA regulations - Carriage of Goods by Sea Act etc. as subsequently amended); or in accordance with what is set forth in the "DANMAR Standard Terms and Condition" which the CUSTOMER declares to know and accept, where applicable; **(c) Road Freight Services**: in accordance with the provisions of Article 1696 of the Italian Civil Code, for carriage by road in the Italian territory ; or in accordance with the provisions of the CMR Convention (*Convention Marchandises par Route* - hereinafter, "CMR"), or in accordance with the standard conditions of the road transport companies indicated on the back of the CMR and other transport documents **(d) Rail Freight Services** : in accordance with the standard conditions of carriage of rail carriers set out on the back of the Rail Waybills and, in any case, in accordance with the Convention concerning International Carriage by Rail (COTIF 1980 and protocol COTIF (CIM) of 1999) **(e) deviations**: should the International Conventions mentioned in letters a, b , c, d above be inapplicable for whatever cause or reason, then DHL's liability to the CUSTOMER or other eligible third party for any damage or loss shall never exceed what is established by the mandatory regulations applicable to carriage services or, in the case of lack of any mandatory regulations, the equivalent in euro currency of two (2) special drawing rights per every kilogram of gross weight damaged or lost. **(f)** In the event that the transportation service is carried out through multiple different means of transport and it is not possible to determine in which phase of the transport the damage occurred, the compensation due by DHL is limited to 1 euro for each kilogram of gross weight of the lost or damaged goods, and in national transports to 3 euros for each kilogram of gross weight of the lost or damaged goods in international transport **(g)** In relation to customs activity (with direct representation) DHL's liability, if and where established, shall be limited to the (maximum) amount of the brokerage fees paid (or payable) by the CUSTOMER to DHL for the performance of the individual customs operation that caused the disservice up to a maximum of 50 euros for each customs operation. **(h)** It is also understood between the Parties that had DHL acted - in the context of performance of the Services and upon request of the CUSTOMER - as a pure freight forwarder under Article 1737 of the Italian Civil Code (and therefore not as shipper-carrier) with an obligation to the CUSTOMER to follow the latter's instructions for the selection and choice of the route, for the selection of the transportation company and modes, DHL shall not be liable to the CUSTOMER for any damage to the goods or delays in the transportation thereof or other damage attributable to the performance of the service, unless arising from demonstrable gross negligence on the part of DHL in the context of mismanagement or "bad choice"; in that case, DHL's liability to the CUSTOMER or eligible third party shall never exceed three percent (3%) of the total fee payable to DHL for the individual freight forwarding service that generated any disservice attributable to DHL. **(i)** DHL shall have no liability for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, or third-party claims (whether direct or indirect in any case) or for any indirect or consequential damages. **(l)** It is understood between the Parties that DHL will do everything reasonable possible in order to deliver the goods according to the delivery plans agreed with CUSTOMER and planned with the carrier that will perform the Service; however, DHL shall not be held liable for the occurrence of any delays in departure or

delivery of the Shipment/goods, considering the fact that delivery times, transit times, lead times must be considered always as “estimated” and never mandatory/guaranteed. These times do not constitute a contractual obligation on DHL, and this is valid also in the case they are independently affixed by the CUSTOMER (or its third) on the shipment orders or other shipments’ accompanying documentation.

(6) Force Majeure / Events beyond’ s DHL control: Any circumstance beyond the control of DHL which arises after the execution of the transportation order and makes it temporarily or permanently impossible for DHL to fulfil its obligations hereunder shall be deemed (if demonstrable) to constitute grounds for relieving DHL from liability for non-performance or defective performance.

DHL shall not be held liable for any loss, damage, wrong or failed delivery caused by fortuitous events or circumstances beyond its control, including, by way of example, without limitation: (i) natural disasters such as earthquakes, cyclones, hurricanes, floods, or adverse weather conditions likely to prevent the performance of operational activities; (ii) declared or undeclared wars, belligerent behaviour between nations, embargoes, riots or civil uprisings, epidemics-pandemics; acts of piracy, seizure of vehicles; (iii) defects, characteristics or flaws relating to the nature of the goods shipped and their packaging, accidents/damage to means of transport, unilateral decisions of carriers; (iv) acts, defaults, or omissions on the part of the CUSTOMER, its shipper or consignee-receiver, or any other party having an interest in the shipment, or on the part of the State, Customs, or other competent Authority; (v) unilateral decisions of governments likely to change the laws and normal operations of DHL or of carriers in charge of transportation; strikes or labour conflicts; (vi) disruption of information/data transmission and communication systems also caused by cyber-attacks.

(7) Insurance: Each Party shall maintain at its own expense adequate insurance coverage in relation to the obligations and liabilities arising from the shipping service and applicable law, including third-party liability insurance and employer's liability insurance. Upon formal request from the CUSTOMER, DHL may provide evidence of its insurance coverage (Corporate letter of confirmation of coverage). In no event will DHL's insurance coverage, or the limits thereof, increase, limit, or diminish in any way DHL's obligations or liabilities to the CUSTOMER under this Standard Terms and Conditions. No insurance coverage for the CUSTOMER's goods shall be activated unless expressly instructed in writing by the CUSTOMER and accepted in writing by DHL.

(8) Reserves and Claims: further to instructions of the CUSTOMER, the consignee/receiver of the goods shall examine the shipment, i.e., the goods, at the time of delivery by DHL, to check whether there is any damage or failure. This having been stated, pursuant to Article 1698 of the Italian Civil Code, receiving the goods without reporting to DHL any detailed written reservations on transport documents, shall be deemed as stating that the shipment/goods contained therein, upon delivery at destination, was/were in perfect condition and fully intact, this extinguishing the actions available to the eligible party. Claims are limited to one claim per single shipment order. Any claim must be submitted in writing by the CUSTOMER to DHL within and no later than the terms provided by the applicable regulations governing the shipment.

(9) Tariffs - Payment and additional variable cost items: Subject to different formal agreements between the CUSTOMER and DHL: **(a)** the applicable rates for shipping services are those declared by DHL to the CUSTOMER in the quotations prepared by the DHL system or formally declared by DHL to the CUSTOMER through its employees; **(b)** in the event that the rates have not been defined by DHL as "all in" or "lump sum," additional fluctuating costs (so-called: additional freight charges) will always be borne by the CUSTOMER, to be added to each single "freight rate" related to each individual shipment/transport, which DHL will invoice to the CUSTOMER, such as, by way of example but not limited to: costs for carrying out certain ancillary activities to the shipment (e.g., customs, cross-docking, etc.); fuel-energy surcharges for the air, sea, land/rail sectors, security/war risk surcharges, X-ray fees, peak season surcharges, etc. **(c)** Where the prepayment of each shipment has not been determined by DHL, the invoices issued by DHL for the performance of the Shipping Services shall be paid by the CUSTOMER in the Euro currency, by direct remittance at thirty (30) days from invoice date to the bank account held in the name of DHL, already communicated to the CUSTOMER. **(d)** Import customs duties must always be paid by the CUSTOMER to

DHL in advance, by bank transfer. The rates shall be increased by the relevant VAT. **(e)** Any delay in invoice payment shall allow DHL, without prejudice to any other remedy available by operation of law, to take the following steps, also cumulatively: apply - pursuant to and for the purposes of the Italian Legislative Decree no. 231/2002, interest on arrears at the ECB rate (in force at the time of the payment request); change the payment terms (making them shorter), declare that the term for the CUSTOMER to make the payment has expired, pursuant to and for the purposes of Article 1186 of the Italian Civil Code, suspend or, in the cases unilaterally deemed the most serious, permanently discontinue the Freight Forwarding/Shipping Services. The Parties acknowledge that the following is expressly prohibited: withholding or offsetting claims and debts without prior agreement and authorization of DHL. **(f)** When market events occur that cannot be regulated or when there are other causes or events that cannot be directly controlled by DHL and that have an impact on costs, DHL may change its rates and its operations subject to prior notice of such changes to be given to the CUSTOMER in writing. Said changes shall be deemed to have been accepted by the CUSTOMER when the CUSTOMER entrusts DHL with a shipment.

(10) Unacceptable shipments and general warnings: if the CUSTOMER, for the provision of the shipping/transportation service, intends to entrust DHL with goods belonging to categories requiring special treatment (for example, goods classified as dangerous – DG- under ADR, IATA, IMO, ICAO or appendix C COTIF regulations) or requiring prior licenses/authorizations, or goods requiring the use of special vehicles/equipment and specialized personnel, the CUSTOMER shall be required to contact DHL in writing so that DHL, after acquiring the necessary information, can confirm whether or not the shipment can be performed and, in the case of formal acceptance of the task, arrange for the best operational mode of shipment and relevant rates. Any damage to persons or property, additional costs and penalties or legal actions brought by third parties for having entrusted DHL with goods or services excluded from transportation or deemed illegal, shall be borne by the CUSTOMER at all times, for its having failed to follow, even covertly, the instructions provided by DHL or for its having acted in breach of the applicable Italian or international rules and regulations. The CUSTOMER is solely responsible for any charges or damages (e.g., demurrages, detention, port storage, storage, etc.) claimed from DHL resulting from the receiver's failure to fulfill their obligations to collect the goods at the destination, regardless of the Incoterms rules reported in the transport documents accompanying the goods. All orders placed in relation to the performance of Freight Forwarding Services and any possible customs operations shall be governed by the rules of the shipping mandate with representation as per the combined provisions of Article 1704 of the Italian Civil Code and the rules of Chapter VI, Title II, Book IV of the same code.

(11) Withdrawal: The CUSTOMER acknowledges and recognizes that DHL may withdraw for convenience from the commercial and operational relationships established with these Terms and Conditions at any time and without notice and justification via simple email.

(12) Governing Law and exclusive place of jurisdiction and other provisions: these General Terms and Conditions shall be governed by Italian law. Any dispute arising from or occasioned by these Terms and Conditions and its shipping/transportation orders, also with respect to its interpretation and performance or termination of the relationships between the Parties, shall be submitted to the exclusive jurisdiction of the Court of Milan (Italy). Any provision of these General Terms and Conditions (GTC) deemed legally invalid for any reason or cause will not affect the validity of the remainder of the GTC.

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

G. RIGHTS OF THE INTERESTED PARTY

The data subject has the right to ask DHL, compatibly with the processing needs indicated in this information notice, for access to his or her personal data and the rectification or erasure of the same or the restriction of the processing of data concerning him or her or to object to the processing of such data, as well as the right to withdraw 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 a complaint with the Italian Supervisory Authority: Authority Guarantor for the protection of personal data Piazza di Monte Citorio n. 121, 00186, ROME (ITALY) Fax: (+39) 06.69677.3785