

VAT Code..... (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 Milanofiori – Viale Gran San Bernardo, Strada 5, Palazzo U/3, 20089 Rozzano - Milano (Italy), R.E.A. Milano 694772, Taxpayer Code and VAT Account 00754800159*, that 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 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:** 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 authorisations or licenses, will be billed directly to the CUSTOMER. **(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 3 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. Since the tariffs were worked out and agreed on the basis of the aggregate amount of expected forwarding orders, DGF reserves the right to change tariffs in case of total or partial failure to achieve the minimum monthly volumes required. 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 Client 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) 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, arising out of or in relation to this GCC and future forwarding orders, shall be referred to the exclusive territorial competence of the jurisdiction of Milan Court (Italy). Pursuant to articles 1341 e 1342 of Italian civil code CUSTOMER formally accept the following rule: 1, 3, 4,7,8,9 and 10.

Place _____, date ____/____/____
Company stamp and signature

First and second name.