

# **GENERAL TERMS AND CONDITIONS OF CONTRACT OF WAY TO GO S.R.L.**

## **Art. 1) Definitions, Scope of Application**

### **1.1) Definitions:**

- **SUPPLIER:** WAY TO GO S.R.L., C.F. / P.I. 04726320262, Via Dalmazia n. 17, Montebelluna (TV), Tel. 0423603899, Fax. 04231990146, PEC: mbe410@legalmail.it, hereinafter also referred to as the “Freight Forwarder”;
- **CLIENT:** the entity (Consumer or Non-Consumer) that avails itself of the services provided by the Supplier;
- **PARTIES:** Client and Supplier jointly;
- **SERVICE:** the service provided to the Client by the Supplier;
- **CARRIER:** a third party, partner of the Supplier, appointed by the Supplier to carry out the transport on behalf of the Client;
- **PLATFORM:** D2C Customs – Direct from Italy.

**1.2) Scope of Application:** These general terms and conditions (hereinafter also referred to as the “GTC”) regulate future service supply relationships between the Supplier and the Client (hereinafter also referred to as the “Services”), even when they are not expressly referenced by the Parties. The GTC form an integral part of all contracts entered into by the Client with WAY TO GO S.r.l., even when orders are placed or modified via fax or email. The submission of each order by the Client implies the implicit acceptance of the GTC in their entirety. Any different agreement or integration shall be considered null or ineffective unless expressly approved in writing by the Supplier.

The Supplier reserves the right to modify, in whole or in part, the GTC, and such modifications shall take effect from the date of their publication online and/or transmission to the Client. In any case, unless otherwise expressly agreed between the Parties, such modifications shall not have any retroactive effect on contracts previously entered into with the Client.

The GTC do not apply to relationships between the Client and the entity that sold the goods subject to shipment to the Client, to which the Supplier remains unrelated.

**1.3) Attachments:** The attachments to the GTC form an integral and substantive part of them. The attachments to the GTC are as follows:

- a) **Attachment No. 1** – General conditions of contracted carriers;
- b) **Attachment No. 2** – Countries of entry - accessible at the following link: <https://eu1.hubs.ly/H0fX96GO>
- b) **Attachment No. 3** – Instructions for Product Preparation and Packaging.

## **Art. 2) Subject Matter of the Contract and Service Information**

**2.1) Supplier's Obligations:** By entering into the shipping contract, as stipulated in Article 4 below, the Supplier undertakes the obligation to conclude, in its own name and on behalf of the Client, a transport contract with an affiliated Carrier, carrying out the necessary ancillary operations for the shipment in exchange for a fee. Therefore, the Supplier undertakes the obligation to conclude a transport contract with an affiliated Carrier for the Client but does not assume the obligation to carry out the transport itself, which remains the Carrier's responsibility under the transport contract.

For the general transport conditions applied by the individual Carriers affiliated with WAY TO GO S.r.l., please refer to **Attachment No. 1**. By submitting the order, the Client expresses consent to the conclusion of the transport contract by the Supplier with one of the affiliated Carriers listed in **Attachment No. 1**, as chosen by the Freight Forwarder, acknowledging the professionalism of all the listed Carriers, without preference for any specific one, and declaring acceptance of the conditions specified in **Attachment No. 1**. The Client shall be bound by the transport conditions adopted by the Carrier selected by the Freight Forwarder, as specified in **Attachment No. 1**.

**2.2) Preliminary Checks:** The Supplier provides Services only for shipments to one of the destination countries listed in **Attachment No. 2**.

Before entering their data into the appropriate forms to entrust the shipment to the Supplier, the Client must verify that the products (hereinafter also referred to as the “Products”) they intend to ship are permitted in the destination country in terms of type, nature, and quantity.

Furthermore, the Client must ensure that the goods to be shipped comply with the characteristics and packaging requirements explicitly specified in **Attachment No. 3**, considering the designated Carrier and the type, nature, and quantity of the Products.

In case of doubts regarding the specified technical requirements, the Client may contact the Supplier using the contact details provided in the header for further clarification.

By submitting the order, all required technical specifications are deemed fully known and accepted by the Client, and any discrepancies cannot be attributed to the Supplier.

**2.3) Restrictions:** It is strictly prohibited to ship live or dead animals, animal parts, items containing ivory, human remains and fluids, magnets or objects containing magnets, weapons, explosives, and any other hazardous items or goods whose

possession, trade, or transport is prohibited by international regulations or the laws of the country of origin, transit, or destination.

The Supplier shall bear no responsibility for any violations of the provisions in this article committed by the Client.

**Art. 3) Service Provision Methods and Costs:** Following the instructions, the Client must complete and upload all the required data in the format, including the destination country and all requested contact details. The Client undertakes to enter only truthful information on the website, assuming full responsibility.

Incorrect data entry may result in shipment delays or even suspension of the Service.

Once the data has been uploaded, the Client will be able to view the service costs.

For shipment requests with destinations within the **European Union, the United States of America, and Hong Kong (China)**, the costs displayed will include platform management and usage fees, transportation costs, Supplier's fees, as well as applicable excise duties, taxes, and export/import fees based on the information provided by the Client.

However, the Client shall bear any additional costs arising from discrepancies in tax or excise duty calculations, as it is the Client's responsibility to verify the accuracy of such calculations before placing the order.

For shipment requests to destinations **outside the European Union, the United States of America, and Hong Kong (China)**, the system will not indicate customs duties, excise duties, or other applicable taxes and additional charges that may be imposed by the destination country (hereinafter referred to as "Additional Charges"), as these will be determined by the relevant authorities at the destination. The Client is responsible for verifying such charges before placing the order.

The Client acknowledges and accepts that failure to promptly pay customs duties, as determined by the relevant authorities, or Additional Charges for extra-EU exports may result in the Carrier's inability to complete the service and may also cause the Products to be held at customs.

In case of a mistakenly displayed price that is clearly incorrect, due to any reason (software bug, manual error, technical error), the order will be canceled, even if initially validated, and any amounts already charged will be refunded to the Client without penalties or additional charges.

Any applicable additional costs and the present conditions can be consulted at the following link:  
<https://eu1.hubs.ly/H0fx96G0>

**Art. 4) Order Acceptance and Conclusion of the Shipping Contract:** By selecting the "submit order" option, the Client authorizes WAY TO GO S.r.l. to conclude, in its own name and on behalf of the Client, or alternatively, at the Supplier's discretion, in the Client's name and on its behalf, a contract for the transport of the Products, thereby accepting the **GTC**.

The Supplier will proceed with the shipment only after receiving confirmation of payment for the total amount due. The shipping contract is deemed concluded upon the start of execution.

The Supplier reserves the right to refuse orders from any entity if they are deemed abnormal in terms of quantity, product type, or for any other reason at the Supplier's sole discretion.

**Art. 5) Payment Methods:** Payment to the Supplier shall be made by the Client in a single transaction covering all costs, including platform management and usage fees, transportation costs, and the Supplier's fees. Payment must be made exclusively through the methods indicated on the platform, following the instructions in the payment format.

Invoices for the various services provided will be issued by the company managing the Platform and the Supplier, each for its respective portion.

The Client acknowledges that their payment data is managed directly by intermediaries, with information encrypted using security systems designed to prevent third-party access and transmitted directly to the financial institution.

The Client must provide personal information and payment details corresponding to their own identity, not those of third parties, whether real or fictitious.

The Supplier shall not be held responsible for unauthorized transactions made using third-party payment data, nor for any issues or irregularities in the online payment process carried out via credit card.

The Client is solely responsible for the correct entry of their data in the format, and therefore the Supplier shall not be held liable, directly or indirectly, for incorrect fiscal, customs, or other documents issued based on erroneous data provided by the Client.

The Supplier is also not responsible for any delays in fund transfers due to the banking institution or the type of credit card used for payment. In any case, the value date of the refunded amount will be the same as the debit date.

**Art. 6) Delivery Times and Methods:** The place of execution of the shipping contract is, in any case, the registered office of **WAY TO GO S.r.l., located in Montebelluna (TV), Via Dalmazia No. 17**, even in cases where the Product pickup takes place at a different location.

The transport of the Products may be carried out, at the Supplier's sole discretion, by land, sea, or air, depending on the destination and type of Product.

The delivery term (meaning the moment the Carrier delivers the Products to the designated address) is understood by the Parties as non-essential and may vary based on the destination, type of product, time of year, or other factors beyond the

Supplier's control. In case of delivery delays due to **force majeure**, the Supplier will notify the Client via email, but it shall not be held responsible for delays attributable to the Carrier, third parties, or force majeure events.

Regarding delivery terms, conditions, and potential transport-related claims, please refer to the terms applied by the Supplier's partner Carriers, available in **Attachment No. 1**.

Upon delivery of the Products by the Carrier at the designated location, the Client must verify:

- a) That the number and type of delivered Products match those specified in the order confirmation email and on the Carrier's delivery note;
- b) That the Products and packaging are intact and undamaged;
- c) That the packaging is suitable for the nature of the Products being shipped.

Any discrepancies or damage **caused during transport** must be reported to the Carrier at the time of delivery and immediately notified to the Supplier. Failure to report issues upon delivery will prevent the Client from making further claims regarding quantity discrepancies or visible defects in the transported Products.

**Art. 7) Warranty:** The Supplier guarantees only that it has carried out all required verifications under the shipping contract to select the most suitable Carrier. Specifically, the Supplier **solely guarantees** that the chosen Carrier is theoretically suitable for the type of shipment requested by the Client, is recognized as a professional in the sector, and provides adequate financial guarantees.

The Supplier guarantees the correct execution of **all ancillary operations related to shipping, excluding packaging operations** if these have been carried out at the Client's expense and under their responsibility, or by third parties.

**Art. 8) Tax Calculation:** The Supplier undertakes to **prepay excise duties** on behalf of Clients in the relevant jurisdictions, providing a regular invoice and a tax summary. The Client shall reimburse the Supplier for any excise duties paid on its behalf upon invoice receipt.

Regarding the **Value Added Tax (VAT)** derived from the Client's distance sales, the Supplier commits to providing a quarterly summary of such taxes in a timely manner so that the Client can correctly file payments via the **OSS system**, as required by **European Directive 112/2006**.

For shipments **outside the European Union**, to countries where customs duties are not included in pricing structures, the Supplier, upon the Client's request, will provide an estimate of such duties or a methodology to calculate potential costs.

**Art. 9) Limitation of Liability:** The Supplier shall not be held liable in any way for **damage, loss, or deterioration of the transported Products**. In the event of damage, loss, or deterioration of the Products during transport, the Client must refer exclusively to the general terms and conditions of the Carrier, available in **Attachment No. 1**, particularly the terms applied by the specific Carrier selected.

The Supplier assumes no responsibility in the following cases:

- **Service disruptions or delays** attributable to the Carrier or due to force majeure;
- **Service malfunctions** related to internet connectivity issues beyond the control of the Supplier or its service providers;
- **Damage, losses, or additional costs incurred by the Client** due to the failure to execute the contract for reasons beyond the Supplier's control, whereby the Client is only entitled to a full refund of the paid service fee and any additional charges;
- **Errors in data entry** by the Client that prevent proper execution of the contract.

The Parties agree that the Supplier shall **not be held liable for minor negligence** in fulfilling its contractual obligations. In any case, and without prejudice to mandatory legal limits, the Supplier's liability shall be **limited to the total amount paid by the Client for the Service**.

**Art. 10) Right of Withdrawal:** Under **Article 59, letters a) and o) of the Italian Consumer Code**, the **right of withdrawal** as provided for in **Article 54** of the same Code is **excluded** for the shipping service rendered by the Supplier.

Accordingly, the Client acknowledges and accepts that upon submitting an order and making the corresponding payment for the commercial offer provided by the Supplier, the **shipping contract enters into execution**, and the Client may no longer withdraw from the contract with the Supplier.

**Art. 11) Compliance with National, European, and International Regulations:** The Client declares, under their sole responsibility, that the Products shipped through the Supplier **comply with applicable national, European, and international laws and regulations**, including but not limited to trademarks, patents, and material specifications.

The Supplier shall **not be held liable** for the shipment of Products that do not meet legal requirements or that may be considered **counterfeit and/or hazardous** in the destination country.

The Supplier **reserves the right to refuse shipment** of **dangerous goods** or items that could be used to construct weapons or explosives.

Products shipped by the Client may be **subject to EU export control regulations and local laws restricting export and re-export**. The Client explicitly **accepts full responsibility** for the shipment and distribution of their Products in compliance with **EU export control laws**, including any required licenses or authorizations for export to restricted countries.

**Art. 12) Communications and Complaints:** Legal communications addressed to the Supplier shall be considered valid **only if sent via certified email (PEC) or registered mail with return receipt** to the address indicated in the header.

For communications sent by the Supplier, the Client's registered **residence, domicile, phone number, or email address** provided during order submission shall be used as the reference contact.

**Art. 13) Governing Law:** The **General Terms and Conditions (GTC)** are drafted in **Italian and English**. In case of discrepancies, the **Italian version shall prevail**.

Contracts for the provision of Services are deemed concluded and performed in Italy. The **GTC and relationships between the Parties** are governed by **Italian law**.

For any matters **not expressly covered by the GTC**, the Parties explicitly refer to **Italian Civil Code provisions** governing shipping contracts (**Articles 1737 et seq.**).

If any contractual clause is found to be **invalid or ineffective**, this shall **not affect** the validity or enforceability of the remaining contract provisions.

The Client is encouraged to **print a copy of the GTC and/or save them on a durable medium**.

**Art. 14) Disputes and Exclusive Jurisdiction:** In case of disputes, the Client shall first **contact the Supplier's customer service** to seek an amicable resolution and, if necessary, may use the **ODR (Online Dispute Resolution) platform**, governed by **EU Regulation No. 524/2013**.

If an amicable solution is not possible, all disputes concerning **the validity, interpretation, execution, or enforceability** of this Contract shall be subject to:

- **The jurisdiction of the Client's place of residence or domicile**, if the Client is a **Consumer**;
- **Exclusive jurisdiction of the Court of Treviso**, if the Client has provided a **VAT number** at the time of registration.

## **Attachment No. 1 – General Terms and Conditions of Contracted Carriers**

General Transport Conditions of the Couriers under Agreement with Way To Go SNC



Transport Conditions

### **1. Introduction**

A. These General Terms and Conditions (the "Conditions") govern the provision by UPS of parcel, document, and envelope transport services (the "Parcels"). These Conditions are supplemented by the current version of the "UPS Service and Tariff Guide" (the "Guide"). The Guide contains important details regarding UPS services, which form an integral part of the agreement between UPS and the Sender, and the Sender is required to be familiar with it.

B. Depending on the country in which the shipment is presented to UPS for transport, "UPS" shall be understood as United Parcel Service Italia S.r.l., headquartered in Milan, Via Fantoli 15/2, for Italy; United Parcel Service (Switzerland) SA, headquartered at Postfach 155, 4030 Basel – Flughafen, Switzerland, for Switzerland. These companies shall also be considered initial Carriers under the Conventions referenced in Section C below.

C. If the transportation involves an air shipment with a final destination or layover in a country different from the country of origin, the Warsaw Convention may apply. The Warsaw Convention governs and, in many cases, limits the Carrier's liability for loss, damage, or delay in delivery. (For the purposes of these Conditions, the term "Warsaw Convention" refers to: (i) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Warsaw on October 12, 1929; or (ii) the same Convention as amended or supplemented by subsequent conventions or protocols; or (iii) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on May 28, 1999). Regardless of any conflicting provisions, international road transport may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on May 19, 1956 (the "CMR Convention").

D. Shipments may be processed with intermediate stops as deemed appropriate by UPS. These Conditions shall also apply to services provided and contracts entered into by subcontractors UPS may engage, who shall operate on behalf of UPS, its employees, agents, or subcontractors.

E. For the purposes of these Conditions, "Waybill" shall mean a single UPS waybill/delivery note or the records in the pickup register, made on the same date and referring to the same address and service level. All parcels covered by the same Waybill shall be considered a single shipment.

## 2. Scope of Service

Unless otherwise agreed upon for special services, the service provided by UPS is limited to the collection, transportation, customs clearance (if required), and delivery of the shipment. The Sender acknowledges that their shipment will be processed alongside those of other shippers, and UPS cannot monitor all inbound and outbound movements of individual shipments in various sorting centers.

UPS is not an ordinary carrier and reserves the right, at its absolute discretion, to refuse the shipment of any Parcel entrusted to it for transport.

## 3. Transport Conditions

This section outlines the various restrictions and conditions governing UPS's transport of Parcels. It also specifies the consequences if the Sender delivers Parcels to UPS that do not meet these requirements.

### 3.1 Service Conditions and Limitations

Parcels must comply with the restrictions set out in the following points (i) to (iv):

(i) Parcels must not weigh more than 70 kg (150 lbs) or exceed 270 cm (108 inches) in length, or have a total size (length plus girth) exceeding 330 cm (130 inches).

(ii) The declared value of each Parcel must not exceed the local currency equivalent of USD 50,000. Additionally, the value of jewelry or watches in each Parcel, excluding costume jewelry and watches, must not exceed the local currency equivalent of USD 500.

(iii) Parcels must not contain prohibited items listed in the Guide, including, but not limited to, high-value items (such as artwork, antiques, gemstones, stamps, unique items, gold, or silver), cash or negotiable instruments (such as checks, promissory notes, bonds, savings books, prepaid credit cards, stock certificates, or other securities), firearms, and hazardous materials.

(iv) Parcels must not contain goods that could endanger human or animal life, damage transport vehicles, or contaminate other goods carried by UPS. Additionally, items whose transport, import, or export is prohibited by law cannot be shipped. The Sender is responsible for the accuracy and completeness of the data entered on the Waybill and must ensure that all Parcels bear clear identification details for both the Sender and Recipient. The goods must be properly packed, labeled, described, and classified and accompanied by the necessary documentation to make them suitable for transport and compliant with the Guide and applicable law.

Unless otherwise clearly stated on the Waybill or another applicable UPS transport document, shipments will be carried out using the Express service (if available for the selected destination), and all applicable charges will be calculated accordingly.

The Sender guarantees that all Parcels comply with the above restrictions (i) to (iv) and have been prepared in secure locations by the Sender (if an individual) or by reliable employees of the Sender. Parcels must be protected from unauthorized third-party access during preparation, storage, and transport to UPS.

UPS relies on this guarantee when accepting any Parcel for transport under these Conditions.

### 3.2 Perishable Goods and Temperature-Sensitive Shipments

Perishable goods or shipments requiring temperature control may be transported by UPS, provided that the Sender accepts full liability for any risks involved. UPS does not provide special handling for such shipments.

## 4. Customs Clearance

If a Parcel requires customs clearance, the Sender must provide complete and accurate documentation necessary for this purpose. Unless otherwise instructed, UPS will act as the Sender's agent for customs clearance.

For shipments within a common customs area, UPS will only handle customs formalities upon specific instructions from the Sender. The Sender also agrees that UPS may be designated as the nominal recipient of the Parcel solely for the purpose of appointing a customs agent for clearance, where permitted by law.

## 5. Service Payment

### 5.1 Payment Terms

The transportation fee and other charges specified in the Guide must be paid within seven (7) days of receiving the invoice unless a different due date has been agreed upon in writing between the Sender and UPS.

UPS may verify the actual weight and dimensions of Parcels and, if they exceed the declared values, UPS may issue an invoice based on the verified weight. Unless proven otherwise, an invoice is deemed received three (3) business days after the invoice date.

### 5.2 Additional Charges and Liabilities

If UPS is required to pay taxes, customs duties, or other fees on behalf of the Sender, Recipient, or third parties, the charges must be reimbursed by the responsible party immediately and in full. If the Recipient or third party fails to make payment, the Sender shall be liable for all outstanding amounts upon first written request.

### 5.3 Late Payments

For any amounts not paid by the due date, UPS will apply an interest charge at the rate specified on the invoice, from the payment due date until full settlement. Additionally, UPS reserves the right to charge administrative fees for late payments, up to EUR 15 per invoice.

## 5.4 Retention of Parcels

If the Sender, Recipient, or third party fails to pay any amount due under these Conditions, UPS may withhold transported Parcels until full payment is received. UPS may also sell the goods and deduct the owed amount under applicable law.



## TRANSPORT CONDITIONS

### IMPORTANT NOTICE

These General Transport Conditions EXCLUDE, in certain cases, ANY AND ALL LIABILITY on the part of Federal Express, as well as its employees, agents, and contractors, for any losses, damages, or delays. They also LIMIT LIABILITY to a specified extent even in cases where liability has been accepted. In such cases, CLAIMS MUST BE FILED within the strictly prescribed time limits.

Shippers should carefully review these Conditions and, if necessary, protect their interests with adequate insurance coverage. Shipments are subject to local tariffs and the terms of FedEx subsidiaries, branches, or contractors that have accepted the Shipment.

### 1. SCOPE OF APPLICATION

1.1 These Conditions apply to the transport of Shipments to and from selected international destinations in Europe, the Middle East, the Indian Subcontinent, and Africa, utilizing the following FedEx services (where and when available):

- FedEx International Next Flight
- FedEx International First
- FedEx International Priority
- FedEx International Priority Freight
- FedEx International Priority Plus
- FedEx International Broker Select
- FedEx International Priority DirectDistribution
- FedEx International Economy
- FedEx International Economy Freight
- FedEx International MailService

These services may be modified by FedEx from time to time. Upon request, customers may receive information about the service areas covered by FedEx.

1.3 In the event of a conflict between our General Transport Conditions for the EMEA region (Europe, Middle East, and Africa) and any provisions in a FedEx Air Waybill, shipment manifest, shipping label, or other transit document, these Conditions shall apply except where they conflict with international transport liability rules provided by the Warsaw Convention, other applicable treaties, or any relevant tariffs.

1.4 These Conditions (including the agreements and conventions expressly referenced herein) constitute the entire agreement between the parties and, except as provided in Clause 1.3, shall prevail over, exclude, and supersede all other terms and conditions, written or oral, in any form, including any terms and conditions that the Shipper may seek to enforce or any other written or oral statements related to these Conditions.

### 2. DEFINITIONS

• "FedEx" means Federal Express Corporation, its subsidiaries, affiliates, employees, agents, and contractors. If the shipment originates outside the United States, the transport contract is entered into with FedEx's subsidiaries, branches, or contractors that accept the Shipment from the Shipper.

• "Parcel" refers to any individual container, package, envelope, or item accepted by FedEx, including those submitted using automated systems, postage meters, manifests, or FedEx Air Waybills.

• "Shipment" means one or more items, whether Parcels or freight, transported under one Air Waybill.

For additional definitions, refer to the full General Transport Conditions for the EMEA region (Europe, Middle East, and Africa).

3. RATES The rates applied will be those in effect at the time the order is placed.

### 4. BILLING

4.1 Any unpaid amount beyond 15 days from the invoice date shall automatically incur, without notice, a 15% surcharge as liquidated damages for administrative costs. It will also accrue an annual interest rate calculated based on the European Central Bank Official Rate plus 6%, from the beginning of the month, or at the maximum rate permitted by applicable law if lower.

4.5 Taxes and duties may be imposed on shipments. FedEx is not required to prepay these amounts and may demand payment from the Shipper, Recipient, or responsible third party before releasing the shipment from liability.

4.7 For currency conversions, FedEx may apply a conversion rate. Please refer to our General Transport Conditions for the EMEA region (Europe, Middle East, and Africa).

### 5. INVOICE CORRECTIONS / DIMENSIONAL WEIGHT

5.1 If inaccuracies are found in the selected service or declared weight, FedEx reserves the right to make appropriate corrections to the Air Waybill and invoice at any time. FedEx may also charge a special processing fee for such corrections.

5.3 Charges may be determined based on volumetric standards or dimensional weight calculations established by the International Air Transport Association (IATA).

### 6. REFUSAL OR REJECTION OF SHIPMENTS

FedEx reserves the right to refuse, hold, cancel, delay, or return any Shipment at any time if FedEx determines that:

- The Shipment may cause damage or delays to other shipments, goods, or people.
- Its transport is prohibited by law or violates these Conditions.

The acceptance of a Shipment by FedEx does not guarantee that it complies with applicable laws, regulations, or these Conditions.

### 8. ITEMS AND PRODUCTS NOT ACCEPTED FOR TRANSPORT

FedEx will not accept the following items for international transport:

- Cash
- Explosives
- Human remains or body parts
- Cash-on-delivery shipments
- Firearms

- Plants and seeds
- Perishable goods
- Pornographic material
- Hazardous waste
- Dangerous goods
- Live or dead animals

For a complete list, please refer to our General Transport Conditions for the EMEA region (Europe, Middle East, and Africa).

## 10. PACKAGING AND LABELING

10.1 All Parcels must be properly prepared and packed by the Shipper for safe air and road transport, following standard industry practices.

10.4 FedEx shall not be liable for any damage resulting from temperature or pressure changes.

## 11. SHIPMENT INSPECTION

11.1 FedEx may, at its sole discretion or upon request from authorities, open and inspect any Parcel at any time, without incurring liability.

11.2 In accordance with regulations, FedEx is required to conduct random X-ray screening. The Shipper and Recipient waive any claims for damages resulting from such inspections.

## 12. CUSTOMS CLEARANCE

12.2 If the required documentation (including the Air Waybill) is missing or improperly completed, FedEx assumes no liability for any losses, costs, or delays due to the Shipper's non-compliance.

12.3 FedEx reserves the right to charge additional fees for customs clearance or related services.

## 18. DECLARED VALUE AND LIABILITY LIMITATIONS

18.1 Unless the Shipper declares a higher value on the Air Waybill, FedEx's liability is limited to the greater of:

- The amount specified by the applicable treaty, or
- €22 per kilogram.

18.2 The Declared Value for Carrier's Liability is the maximum FedEx liability per shipment for loss, damage, delay, or misdelivery.

18.9 Regardless of the declared value, FedEx's liability shall not exceed the lower of:

- The repair cost
- The depreciated value
- The replacement cost

## 19. DISCLAIMER OF LIABILITY

19.1 FedEx shall not be liable for any damages exceeding the greater of either the Total Declared Value or the liability limitation established by the Warsaw Convention and its subsequent amendments.

19.2 In any case, FedEx shall not assume any liability for indirect or incidental losses or damages, including, but not limited to, loss of revenue or profits, unless such losses or damages have been caused by its intentional breach of obligations or gross negligence.

19.4 FedEx shall not be liable for acts or omissions of the Shipper, including, but not limited to, inaccurate shipment declarations, incorrect or insufficient packaging, protection, labeling, or addressing of the shipment. Furthermore, FedEx shall not be liable for acts or omissions of the Recipient or any other party with an interest in the shipment. Additionally, FedEx shall not be responsible if the Shipper or Recipient violates any of the terms of the Air Waybill or our General Conditions of Carriage for the EMEA region (Europe, Middle East, and Africa). FedEx shall not be liable for losses, damages, delays, shortages, misdelivery, non-delivery, misinformation, or failure to provide information concerning shipments of money, currency, or other prohibited items. FedEx shall not be liable for losses, damages, delays, shortages, misdelivery, non-delivery, misinformation, or failure to provide information related to shipments caused by or resulting from, including but not limited to:

- The fragile nature of the shipment or any defect or inherent flaw contained within it;
- The deletion of recorded data from magnetic media, files, or other recording instruments, photographic images, or soundtracks on films exposed to light;
- Losses or damages to any parcel for which FedEx does not have a receipt record;
- Events beyond FedEx's control, including but not limited to natural disasters, flight risks, weather conditions, delays due to mechanical defects, acts of enemies of the state, war, strikes, civil unrest, or acts or omissions of public officials (including customs and health authorities) acting within their official capacity.

19.5 Except in cases where FedEx acts intentionally, the Shipper shall be liable for all damages caused to FedEx or third parties due to the shipment. The Shipper shall indemnify and hold FedEx harmless from any third-party claims, particularly those of the Recipient, for any liability exceeding that established in these Conditions.

20. WARRANTY DISCLAIMER

Except as expressly provided herein, FedEx makes no express or implied warranties.

## 21. CLAIMS

All claims must be submitted in writing and within the mandatory time limits. Please refer to our General Conditions of Carriage for the EMEA region (Europe, Middle East, and Africa) for the full version of this clause.

21.3 Initiation and Time Limits for Claims Procedure. The right to compensation against FedEx shall be forfeited if no legal action is initiated within two (2) years from the date of delivery of the shipment (in case of damage) or from the date the shipment should have been delivered (in case of loss, non-delivery, misdelivery, or delayed delivery).

## 22. SURCHARGES

FedEx reserves the right to charge fuel and other surcharges on shipments without prior notice.

## 24. MANDATORY REGULATIONS

These Conditions shall not exclude liability where such exclusion is prohibited by law. The invalidity or unenforceability of any clause shall not affect the validity of the remaining provisions of these Conditions.

## 25. DATA PROTECTION

25.2 By providing any personal data to FedEx, the Shipper consents to FedEx (or its agents and contractors) using such data for the purposes of fulfilling its obligations arising from the relevant Air Waybill and these Conditions.

25.5 By accepting the shipment and signing the Air Waybill, the Shipper consents to the transfer of such personal data for the execution of FedEx's obligations, including transfers to countries outside the EEA.



## Transport Conditions

**1. MODIFICATIONS OR VARIATIONS** By delivering materials for transport through any of SDA's services, the Sender fully accepts the general transport conditions specified below, which reproduce the commitments and obligations of the parties as defined in these general transport conditions. These conditions, signed by the company's Special Representative, are deposited with SDA Express Courier S.p.A.'s trusted Notary, Dr. Guido Gilardoni, whose office is in Rome, Via G. Nicotera no. 4, and are also accessible on the website [www.sda.it](http://www.sda.it). It is understood that the parties or their agents may not modify or alter these conditions. Any modifications or variations shall be deemed null and void. In particular, SDA couriers cannot, under any circumstances, commit SDA's will. Therefore, any verbal and/or written agreement modifying or integrating these conditions and/or the contents of the Waybill, including annotations on any transport documentation, shall be considered void, even if signed by an SDA courier.

**2. WAYBILL** The waybill is non-transferable. The Customer/Sender, after completing the waybill and specifying the preferred payment method, must sign the waybill, assuming full responsibility for its content. The waybill shall be considered the official reference in case of discrepancies with other transport documents. If purchasing a booklet of prepaid waybills, the Customer must use the corresponding service within the expiry date indicated on the waybill, otherwise, it will be forfeited. Expired waybills cannot be reused, compensated, or refunded. If the Customer or third parties use an expired waybill, SDA will charge the Customer for the shipment plus a 20% surcharge, without prejudice to claims for additional damages. The waybills will also include the indications required by Art. 6, letter C) of Legislative Decree 21.11.2005, no. 286. The customer may request a copy of the waybill signed by the recipient only if they have purchased the relevant service. SDA may destroy proof of delivery after three years. The sender must inform the recipient in advance of this provision, or the sender in the case of carriage due. The customer acknowledges and accepts that the proof of receipt of the shipment may also be collected by SDA using electronic means such as signature scanning, electronic signature, or digital signature.

**3. RIGHT OF WITHDRAWAL** SDA has the right to withdraw from an already concluded contract if it becomes aware that the goods delivered and possibly already accepted:

- do not have proper labeling, packaging, and documentation in compliance with laws, regulations, administrative acts, and international conventions in force;
- by their nature, do not allow the proper execution of the assignment;
- may cause harm to persons, animals, or property;
- are subject to rapid deterioration or decomposition.

In such cases, SDA may return the goods to the sender or, in case of imminent danger, proceed with their destruction. The sender will be liable for any harmful consequences and expenses incurred.

**4. EXECUTION OF THE ASSIGNMENT** Assignments transmitted verbally or by telephone to SDA must be confirmed in writing by the sender. In particular, additional services beyond simple transport or strict delivery deadlines will only bind SDA if expressly accepted in writing by SDA's Branch Management. Assignments are accepted by SDA for execution starting from the working day following the day on which the goods are received.

**5. DECLARATIONS AND OBLIGATIONS OF THE CUSTOMER/SENDER** The Customer/Sender declares, under their responsibility, to have full and legitimate ownership and availability of the goods to be transported or to be an authorized agent of the rightful owner and to expressly accept all transport conditions in their own name and, as an agent, on behalf of any other party with an interest in the shipment. The sender further declares that the goods to be transported are correctly described in the waybill and do not belong to the category of items expressly deemed unacceptable for transport in Article 20 below. The Customer/Sender accepts that SDA may refuse or interrupt a shipment if it involves goods deemed unacceptable for transport or if the Customer/Sender has undervalued them for customs purposes or provided incorrect descriptions, whether intentionally or not. SDA reserves the right to abandon such goods at any location. The sender further declares that the shipment is correctly packaged, addressed, and prepared to ensure transport without risk of damage to the transported goods.

Additionally, the sender agrees to provide the following for each recipient:

- Required accompanying documents for excise goods and tax-controlled products;
- All necessary instructions for the accurate and prompt execution of the assignment, including the number of packages, weight in kilograms, tare weight of packaging materials (pallets, crates, etc.), the recipient's complete address with postal code and province, the sender's complete address, and tax identification number in the case of carriage due shipments;
- The recipient's business hours and closure schedules;
- Special instructions for warehouse-held deliveries;
- Clear reference to the "cash-on-delivery mandate," if applicable, specifying the amount to be collected in numbers and words;
- Specification of pre-paid or carriage due shipment, in accordance with Art. 21.

Any instructions must be confirmed in writing or electronically. It is explicitly agreed that if the sender requests a "carriage due" service, all transport costs will remain the sender's responsibility if the recipient refuses the shipment or fails to pay. To guarantee compliance with this obligation, the sender acknowledges this clause as a unilateral promise enforceable under Art. 634 of the Italian Civil Procedure Code.

**6. PACKAGING** The sender is responsible for packaging the goods in a manner that ensures proper handling, loading, unloading, and movement, as well as preventing loss or damage. Any damages caused by inadequate packaging will be the sender's responsibility. Packages must be properly sealed using tamper-evident methods. Loading equipment (pallets, crates, etc.) is considered an integral part of the packaging and will be the recipient's responsibility. If the sender requires the return of such equipment, a written request must be submitted at least three days before transport, specifying the equipment type and quantity. SDA is not responsible for failure to return such equipment if the recipient does not release it in a timely manner.

**7. INSPECTIONS** The sender must ensure that the shipment's weight and dimensions match the purchased service. SDA reserves the right to re-weigh and re-measure the shipment and charge the sender for any excess fees based on the applicable rates.

8. **PICK-UPS AND DELIVERIES** Pick-ups and deliveries are considered completed at the ground floor of the sender's and recipient's addresses. If delivery is made to a business, it will be considered completed when handed over to a representative at the delivery address. Any exceptional loading/unloading services will incur additional charges.

9. **SERVICE HOURS FOR PICK-UPS AND DELIVERIES** Standard pick-ups and deliveries occur from 8:00 AM to 6:00 PM, excluding weekends and public holidays. Special delivery time requests are considered premium services and require written approval from SDA's Branch Management.

10. **DELIVERY TIMEFRAMES** Delivery times depend on normal diligence and traffic conditions. Any indicated delivery time is not binding unless expressly confirmed in writing by SDA's Branch Management.

11. **LIABILITY LIMITATIONS** SDA is liable for loss, theft, or damage only if proven to be caused by gross negligence. Liability is limited to €1 per kg of gross weight for national shipments and 8.33 SDRs per kg for international shipments. SDA is not liable for indirect damages such as lost profits or business interruption.

12. **CLAIMS** Claims must be submitted in writing within 8 days (21 days for international shipments) from receipt. Claims will not be considered if transport costs are unpaid.

13. **APPLICABLE LAW – JURISDICTION** Italian law applies. The exclusive jurisdiction is the Court of Rome.

14. **CONSUMER RIGHTS** If the customer qualifies as a "consumer," disputes shall be handled in the competent court of the consumer's residence if within Italy. However, the liability limitations under Art. 1696 of the Italian Civil Code still apply.

15. **DEFINITION OF ACTUAL VALUE** For the purposes of this article and Article 13, and always subject to the exemptions and liability limits outlined in Article 13, the classification between documents and parcels is determined based on the definition provided by the Customer/Sender at the time of shipment.

- A document transported under these general transport conditions is defined as any item without commercial value.

- A parcel transported under these general transport conditions is defined as any item with commercial or trade value.

a) The actual value of a document shall be determined as the lesser of the reproduction or replacement cost and the reconstruction cost, applicable at the time and place of shipment.

b) The actual value of a parcel shall be determined as the lesser of the repair or replacement cost and the resale or market price at the time and place of shipment. In no case shall the value of a parcel exceed its original cost, actually paid by the Customer/Sender, increased by 10%.

16. **RESPONSIBILITIES NOT ASSUMED** SDA will make every effort to ensure timely deliveries based on standard delivery schedules but shall not be liable for delays in collection, transportation, or delivery of any shipment, regardless of the cause of such delay. SDA is also not responsible for loss, damage, or incorrect/missed deliveries due to:

a) Force majeure, unforeseen events, or any other cause reasonably beyond SDA's control. Events considered force majeure include, but are not limited to: theft, robbery, looting, strikes, lockouts, riots, acts of terrorism, piracy, fires, natural disasters, and traffic disruptions. Theft of shipments entrusted to SDA is presumed to be due to force majeure or third-party acts unless intentional misconduct or gross negligence by the carrier is proven by the sender or recipient.

b) Non-compliance by the Customer/Sender with contractual obligations under Article 5.

c) Failure to use appropriate vehicles for special shipments requiring specific precautions not indicated by the sender.

d) Loading, unloading, and handling of goods carried out by the sender, recipient, or persons acting on their behalf.

e) The inherent qualities of certain goods that are susceptible to total or partial loss or damage, including but not limited to: breakage, rust, internal deterioration, natural drying or shrinkage, or exposure to parasites or animals.

f) Non-compliance with prescribed safety and handling standards for specific goods.

g) Insufficient or incorrect labeling and numbering of packages.

h) Non-compliance, false declarations, or omissions by the Customer/Sender, recipient, or any other party with an interest in the shipment (including customs authorities or any other entity involved in the transportation process).

i) The nature of the shipment, its components, packaging defects, or inherent issues.

j) Electrical or magnetic damage, erasure, or similar harm to electronic or photographic images or digital recordings.

17. **EXCLUSION OF INDIRECT DAMAGES** Under no circumstances shall SDA be liable for indirect losses or damages of any kind, including but not limited to lost profits, business, goodwill, clientele, or reputation, even if SDA was aware that such damages could occur.

18. **CLAIMS** a) Notwithstanding Article 1698 of the Italian Civil Code, any claim must be submitted in writing by the Customer/Sender and delivered to the nearest SDA office within 8 days (or 21 days for international shipments) from the date SDA accepted the shipment. Claims submitted after this period will be rejected. b) SDA will not process claims until all transport costs and charges have been paid. The amount of any claim cannot be deducted from transport fees owed to SDA.

19. **EXCEPTIONS – NON-RELEASE AND STORAGE** Notwithstanding Articles 1685, 1686, and 1690 of the Italian Civil Code, if transport cannot be completed or the goods cannot be delivered, SDA will notify the Customer/Sender as soon as possible and may store the goods at its warehouses, third-party warehouses, or general warehouses. If the sender requests the return or redelivery of the goods, they must provide written, actionable instructions to SDA. If no instructions are provided within 5 days, the goods will be returned to the sender at their own risk and expense.

If the goods remain undelivered after an additional 5 days, SDA may recover its transport costs through judicial sale or assignment of the stored goods, in accordance with Articles 2756, 2761, 2797, and 2798 of the Italian Civil Code. The sender is responsible for any additional costs.

20. **NON-ACCEPTABLE ITEMS FOR TRANSPORT – KNOWN SHIPPER STATUS** SDA does not transport:

- Cash in any currency, gold, antiques, alcohol, stamps (including collectible stamps), precious metals, firearms, alcohol, plants, drugs, artworks, precious stones, furs, valuable watches, explosives, animals, perishable food items, bearer instruments, obscene or pornographic materials, industrial diamonds, bank checks, tobacco, traveler's cheques, hazardous or combustible materials, items restricted by IATA regulations, or any other goods prohibited by local or international laws.

SDA only accepts non-perishable food items that are properly packaged and labeled according to legal requirements. Goods requiring controlled temperature transport are not accepted unless the sender has signed a supply contract and service request form.

The sender acknowledges and agrees not to ship prohibited items. If such items are included in a shipment entrusted to SDA, SDA shall not be liable for loss, damage, or deterioration, even if the shipment was accepted.

21. **PAYMENTS** The sender can specify the shipment as:

a) Prepaid (Porto Franco) – where the sender pays the shipping cost.

b) Cash-on-Delivery (Porto Assegnato) – where the recipient is responsible for payment.

If no shipping method is specified, the shipment will default to prepaid (Porto Franco). SDA reserves the right to suspend services if invoices remain unpaid for more than 5 days past the due date.

**22. CASH-ON-DELIVERY SERVICE** If the sender requests a cash-on-delivery (contrassegno) service, they must specify:

- Number of packages
- Gross weight
- Amount to be collected (both in figures and words)
- Payment method (limited to those offered by SDA)
- Recipient's name and address

SDA is not responsible for falsified, invalid, or bounced checks received as payment for cash-on-delivery shipments.

**23. INSURANCE** For domestic shipments, the Customer/Sender may request SDA to arrange additional insurance beyond the liability limits of Article 13, subject to payment of an insurance premium.

For international shipments, insurance may be arranged for up to €15,500 upon request and payment of the relevant fee. Insurance coverage will be subject to the policy terms of the insurer.

**24. DELIVERY GUARANTEES: GOLDEN SERVICE & EXPRESS MOTORBIKE SERVICE** SDA guarantees next-business-day delivery by 10:30 AM for Golden Service shipments to designated destinations. A 30-minute delay tolerance applies before the delivery is considered late.

If SDA fails to meet the delivery deadline beyond this tolerance, the sender will receive a complimentary waybill as compensation. No further claims for damages will be accepted.

**25. DATA PROTECTION AND PRIVACY NOTICE** Customer data collected by SDA is necessary for contract execution and will be stored in SDA's databases. The data may be used for market research, advertising, and commercial offers. SDA may share data with affiliated companies and service providers as needed for contractual purposes.

Under Article 7 of the Italian Data Protection Code, customers have the right to access, update, or delete their personal data.

**26. STATUTE OF LIMITATIONS** Requests for documents and legal actions related to specific shipments must be made within one year from the scheduled delivery date.

**27. GOVERNING LAW – JURISDICTION** Italian law applies. The exclusive jurisdiction for disputes is the Court of Rome.

**28. CONSUMER RIGHTS** If the Customer qualifies as a consumer, disputes will be handled in the jurisdiction of their residence if located in Italy. However, the liability limitations of Article 1696 of the Italian Civil Code still apply.



**1. DEFINITIONS.** The following definitions apply to the terms and conditions below, which govern this transport contract entered into between us:

- "we," "us," "our," and "TNT" refer to TNT Express Holdings B.V., XP International B.V., TNT Holdings (Germany) GmbH, TNT Holdings (UK) Ltd, TNT Australia Pty Ltd, TNT China Holdings Co Ltd ("TNT"), as well as TNT's auxiliaries, affiliates, employees, agents, and independent contractors, including TNT Global Express S.p.A. Italy.

- "you" and "your" refer to the customer, sender, shipper, recipient of the shipment, holder of a waybill, consignment note, or equivalent transport document, recipient and owner of the shipment's contents, or any other party with a legal interest in those contents.

- "transport" refers to and includes all operations and services we undertake concerning the shipment.

- "shipment" refers to goods or documents of any kind (whether a single item or multiple parcels) that we have accepted for transport from one address to another, whether based on our waybill, consignment note, or other transport document, or not.

- "prohibited items" refer to all goods or materials whose transport is prohibited by the laws, regulations, or rules of any country through or over which the shipment travels.

**2. THE PARTY YOU ARE CONTRACTING WITH.** Your transport contract is concluded with the TNT company, auxiliary, or affiliate that accepts your shipment for transport. You agree and acknowledge our right to entrust the transport, in whole or in part, to subcontractors and/or auxiliaries under the terms and conditions we deem appropriate.

**3. ACCEPTANCE OF OUR TERMS AND CONDITIONS.** By entrusting us with your shipment, you accept our terms and conditions as stated on the waybills, consignment notes, and/or transport contracts on your behalf and/or on behalf of any other person with an interest in the shipment, regardless of whether you have signed our transport document, waybill, or consignment note.

Our terms and conditions apply to – and may also be invoked by – those we use or entrust to collect, transport, or deliver your shipment; they also apply to our employees, directors, and agents.

**4. SCOPE AND EFFECTIVENESS.** These terms and conditions apply to any contract we enter into regarding the transport of goods under the agreed contract, including when a separate transport contract has been made and even if the transport of the shipment is part of another type of agreement between us.

By entering into any agreement with us, you agree that:

- The contract is a land transport contract if the shipment is actually transported by land.
- The contract is an air transport contract if the shipment is actually transported by air.

**5. DANGEROUS GOODS / SECURITY.** 5.1 Dangerous Goods. a) Except as specified in paragraph 5.1 b) below, we do not transport goods that, at our sole discretion, are considered dangerous, including, but not limited to, those specified in the ICAO Technical Instructions, IATA Dangerous Goods Regulations, IMDG Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), or any other applicable national or international regulations governing the transport of dangerous goods. b) At our discretion, we may accept dangerous goods for transport in certain countries if you have been recognized as an authorized customer, and this has been certified in writing by us before we accept your goods. Your dangerous goods will only be accepted if they comply with applicable regulations (see article 5.1 a) and our requirements. c) Where conditions permit, the transport of dangerous goods is possible. In accordance with IATA and ADR regulations for transporting dangerous goods, TNT will carry out the transport upon payment of an additional charge based on the level of danger posed by the product in question.

In particular, you agree to provide the following declaration:

**DECLARATION UNDER EC REGULATION 2320/2002 – AVIATION SECURITY**

Dangerous goods: The sender declares, under their own responsibility, that the shipment entrusted to TNT for transport does not contain undeclared hazardous items and/or goods in compliance with applicable laws; for reference, but not exhaustively, see the hazardous goods listed in the ICAO T.I., IATA DGR, IMDG Code, ADR, or other national and

international regulations concerning the transport of such goods. 5.2 Aviation Security Regulations. a) You must ensure and guarantee that, by completing our waybill, consignment note, or entrusting us with the shipment, it does not contain a prohibited item as specified in ICAO Annex 17 or other national or international aviation security regulations.

b) You guarantee that the shipment was prepared in secure locations using reliable personnel employed by you and that the shipment was protected from any unauthorized or unlawful interference during its preparation, storage, and transport until its acceptance by us for transport.

c) The sender, who has a regular working relationship with TNT and a verified professional address, qualifies as a "known shipper" under European and national AIR CARGO SECURITY regulations. 5.3 Prohibited Articles. Prohibited articles are not accepted for transport without prior authorization (the updated and complete list of prohibited articles can be consulted on the website [http://www.tnt.it/it/condizioni\\_gen\\_trasporto.shtml](http://www.tnt.it/it/condizioni_gen_trasporto.shtml)).

8. CUSTOMS CLEARANCE. 8.1 Under this agreement, you appoint us as your agents solely for the purpose of customs clearance and entry of goods through customs. Therefore, you certify that we are the consignee for the purpose of designating a customs broker to carry out customs and entry procedures should we subcontract this activity. If any customs authority requires additional documentation to confirm the import/export declaration or our customs clearance status, you will be responsible for providing the requested documentation at your own expense.

8.2 You guarantee that all statements and information provided by you concerning the export and import of goods are true and accurate. You agree to indemnify us immediately and hold us harmless from any claims made against us arising from the information you provide, as well as any expenses we may incur in relation to this, including any fines, penalties, or administrative fees that we may charge you for carrying out the services described in this article.

8.3 Any customs duties, taxes, penalties, storage fees, or other expenses we may incur due to customs actions or other governmental authorities, or due to your or the consignee's failure to provide proper documentation and/or obtain the required license or permit, will be charged to you or the consignee of the shipment. If we choose to charge the consignee and they refuse payment, you agree to pay this amount along with any additional administrative costs we incur. Upon our request, you agree to provide an appropriate guarantee for any customs duties, taxes, penalties, storage fees, or other charges covered under this article.

12. LIMITS OF LIABILITY. In conjunction with Article 13 below, our liability for any loss, damage, or delay affecting your shipment or part of it is limited as follows:

a) International transport, wholly or partly by air – The Warsaw Convention (1929) or the Montreal Convention (1999) govern and limit our liability for damage, loss, or delay during air transport to 17 Special Drawing Rights per kilogram (approximately €20.00 per kilogram, although the exchange rate may vary).

b) International road transport – Our liability for loss or damage to your shipment will be governed by the CMR (1956) and is thus limited to 8.33 Special Drawing Rights per kilogram (approximately €10.00 per kilogram, although the exchange rate may vary). In case of delayed delivery, if you can prove that you have suffered a loss, our liability is limited to the reimbursement of the transport cost you paid for the shipment or the delayed portion of it.

c) Domestic transport by air or road – Our liability for loss or damage to goods during transport will be governed by Article 1696 of the Italian Civil Code, as amended by Legislative Decree No. 286 of 21.11.2005, and is thus limited to €1.00 (one Euro) per kilogram of lost or damaged goods, unless otherwise agreed in writing between the parties. If not otherwise covered, the Italian Civil Code provisions on transport contracts will apply. This liability limit also applies in cases of delayed delivery, only concerning damages that are properly and fully proven and are a direct and foreseeable consequence of the delay. d) If we are liable to you for any reason, including but not limited to breach of contract, negligence, willful misconduct, or non-performance, and if:

- (i) None of the above Conventions or rules under Article 12(a), (b), or (c) apply, or
- (ii) Such liability is not governed by any of the aforementioned Conventions or rules in Article 12(a), (b), or (c), nor by any other mandatory law or Convention, or
- (iii) It relates to services not involving land or air transport,

our liability to you will always be limited to the actual cost you incurred for purchasing or repairing the affected shipment or part of it, with a maximum limit of €17.00 per kilogram and a maximum total of €10,000.00 per shipment. In case of delay, if you can prove that you have suffered a loss, our liability is limited to reimbursing the transport cost you paid for the delayed shipment or portion thereof.

e) Under no circumstances will TNT be liable to you for any special, economic, or consequential losses (including but not limited to loss of profit, loss of use, investment loss, goodwill, or opportunity) arising from any breach of obligations and/or negligence in how it has performed or failed to perform any of its contractual obligations.

13. EXCLUSIONS. 13.2 We are not liable if your shipment or part of it is lost, damaged, delayed, misdelivered, or undelivered, or if we fail to fulfill our obligations due to: a) Circumstances beyond our control, including (but not limited to): natural disasters such as earthquakes, cyclones, storms, floods, fires, diseases, fog, snow, or frost; force majeure events; national or local disruptions in air or road transport networks; mechanical issues with transportation or machinery; latent or inherent defects in the shipment contents; criminal acts by third parties such as theft, robbery, and arson. b) Acts or omissions attributable to you or third parties acting on your behalf. c) The shipment contains items that are prohibited by law or under this contract, even if we mistakenly accepted the shipment.

16. INSURANCE. 16.1 Notwithstanding the liability limits set out in Articles 12 and 13, you may obtain insurance coverage for some shipments and destinations. The insurance premium will be based on TNT's applicable tariffs at the time of shipment or existing contractual agreements. Insurance coverage must always be expressly requested in writing at the time of shipment, by stating "to be insured by the carrier for Euro...." on the waybill (DDT) or exemption declaration. For shipments without a waybill, you must also provide a detailed description of the contents (model, brand, etc.).

Insurance is valid for both export and import shipments, provided they are invoiced in Italy. To minimize inconvenience in case of loss, TNT will process claims promptly. Compensation will be provided only upon presentation of supporting documentation proving the value of the goods (e.g., sales invoice excluding VAT, handling fees, packaging, discounts, or, if unavailable, a price list; purchase invoice; repair invoice, etc.). Compensation will be net of the deductible provided in the insurance policy. TNT commits, either directly or through its insurer, to compensate all direct damages within the stated limits. Compensation offsets with TNT invoices are not accepted unless expressly authorized.

17. THIRD-PARTY CLAIMS. You agree not to allow any third party with an interest in the shipment to make claims or take legal action against us in connection with the transport. If such a claim or action is brought, you will indemnify us against the consequences, costs, and expenses incurred.

18. CLAIMS PROCEDURE. 18.1 If you wish to file a claim for a lost, damaged, or delayed shipment, you must submit a written notice within:

- (a) 8 calendar days from receipt for domestic shipments, if damage or loss was not apparent at the time of delivery;

- (b) 7 calendar days from receipt for road shipments under the 1956 CMR Convention;
- (c) 21 calendar days from receipt for international air shipments.

19. RATES AND PAYMENTS. 19.1 Unless otherwise agreed in writing, you agree to pay transport charges and VAT within the agreed payment terms.

19.8 We have a general right of retention over your shipments in our possession, allowing us to sell the contents and use the proceeds to offset any outstanding payments owed by you.

23. JURISDICTION. For any disputes related to transport contracts between the parties, the courts of Milan and Turin have exclusive jurisdiction, excluding any alternative forums provided by law.

24. PRIVACY NOTICE. Article 13 of Legislative Decree 196/03 – “Personal Data Protection Code”

Your data is processed for the purpose of contract execution and commercial information. Providing your data is optional, but failure to do so will make it impossible to establish commercial relations with TNT Global Express S.p.A. Italy. If provided, your email address will be used to send you commercial information regarding our products and/or services.

Your data will be processed manually, electronically, and/or digitally, and may be shared with TNT Group companies, both in Italy and abroad, but will not be publicly disclosed. Data may be accessed by internal and external data processing managers (as listed below) and designated processing staff.

You have the right to contact the data controller (also by phone at +39 011.2226111) to verify, integrate, update, or rectify your data and/or exercise the other rights provided under Article 7 of Legislative Decree 196/03. In particular, you may object at any time, through the Privacy Service, to the processing of your email address for direct sales or marketing purposes.

We inform you that the data controller is TNT, headquartered at Corso Lombardia, 63 – 10099 San Mauro Torinese (TO), Italy. The Data Processing Manager is the Commercial Director, whose official domicile is at the controller’s registered office.

The full and updated list of data processing managers is available on the website: [http://www.tnt.it/it/it\\_tutela\\_privacy.html](http://www.tnt.it/it/it_tutela_privacy.html).



#### Transport conditions

1. PREAMBLE AND DEFINITIONS The following definitions apply to the terms and conditions set forth below, which govern the contract of transport and different services stipulated between us: "we", "us", "our" and SGT indicate SOGETRAS SpA and SOGETRAS employees, independent agents and contractors; "You" and "your" indicate the sender and the customer; "Transport" means and includes the set of operations and services that we are committed to carrying out in relation to transport and shipment; "Different services" means all services that are not services inherent to transport put in place by us, including but not limited to storage services, sorting, packaging, installation, ancillary services and transport organization activities; "Shipment" means goods or documents of any nature (either in bulk or in one or more packages) that have been accepted by us for transport from one address to another or in relation to which we have agreed to implement different services, whether on the basis of our waybill, borderò, or other equivalent transport document; "Prohibited Items" means any goods or materials the carriage of which is prohibited by the laws, rules or regulations of any country through which or over which the shipment travels. The Conditions are also available on the company website [www.sgt.it](http://www.sgt.it). SGT, at its discretion, may make changes to these General Conditions of Transport, advertising them in the forms required by law, including publication and updating on the company website. Any declaration in derogation of these conditions, made by SGT employees, by employees, by collaborators or by third parties in general, will have no binding legal value. Any supplementary and / or amending agreement to these conditions, if not expressly approved in writing by a person with suitable powers, will be considered invalid. For the execution of the services referred to in these conditions, the Customer authorizes SGT to make use of the organization of group companies and / or the services of third parties (sub-carriers and / or auxiliaries) at its discretion at any stage and for any activity. ) under the terms and conditions that we deem appropriate. The premises, attachments and documents cited here form an integral and substantial part of these General Conditions of Carriage which cancel and completely replace the general conditions of carriage shown in the previous version. The trademarks, logos, domain names, as well as, in general, any distinctive sign used to distinguish SGT and the related services, are protected by the applicable legislation in force. It is therefore forbidden to reproduce it in any form, without express written authorization.

1.1 SCOPE OF APPLICATION AND EFFECTIVENESS Even if the carriage of the shipment forms part of another type of contract agreed between us, these terms and conditions apply to the contract entered into between us in relation to any carriage of goods which occurs in accordance with the contract. By concluding any type of agreement with us that involves the transport of goods, you agree that: - the contract is a contract for the transport of goods by land where the transport of the shipment actually takes place by land; - the contract is a contract of carriage by air where the transport of the shipment actually takes place by air; - the contract is a contract of transport by sea where the transport of the shipment actually takes place by sea; - the contract concerns the performance of different services if they refer to services not related to transport. 2. CAR LETTER The Customer, in the absence of different written agreements, undertakes to deliver the single shipment together with the relative waybill, completed and signed also for acceptance of these General Conditions of Transport and any further document to which it is expressed I refer. With reference to the single shipment, in the event of discrepancy between the indications affixed to the forms relating to the service, the indications reported on the consignment note will prevail. On the other hand, any indications of the Customer will be considered as not affixed on the waybill, if not provided for among the characteristics of the chosen service (for example, if the customer has requested payment by cash on delivery not foreseen among the characteristics of the specific service ). The waybill must be completed in every part, including the parts concerning the payment methods, of the cash on delivery. In particular, the waybill must include the exact and complete indications of the sender and recipient, including the post code, and if applicable, any telephone number of the recipient of the shipment. SGT assumes no responsibility for the hypothesis of damage resulting from information reported incorrectly, incomplete or illegible, even if not detected at the time of acceptance of the shipment by its representatives. In the event of the purchase of prepaid waybill booklets, the Customer is required to use the corresponding service, no later than the agreed term, under penalty of forfeiture. The Customer, with the payment of the relevant supplement, may request a copy of the waybill signed by the recipient (so-called POD) SGT, after three years from the delivery of the shipment, he will be able to destroy the proof of delivery of the shipment. Of this circumstance, the Customer undertakes to inform the recipient and any other person who may have an interest in the shipment in advance. The Customer acknowledges and accepts that the

signature for receipt of the shipment can be acquired and produced by SGT also by scanning the signature, electronic or digital signature, etc. 3. RIGHT OF WITHDRAWAL SGT may withdraw, at any time, from the already concluded assignment, in the event that it is realized that the accepted shipment: a) is not complete with the required information, the labeling of the packaging, the documents required by laws, regulations, administrative provisions and conventions, including international ones, in force at the time; b) due to the characteristics of the content, normal performance of the assignment is not permitted; c) may cause injury to people, animals or things; d) is subject to rapid deterioration or decomposition. In such cases, SGT reserves the right to return the single shipment to the Sender and, in the event of imminent danger, reserves the right to destroy it. The Sender will be liable for the harmful consequences and expenses that, in hypothesis, for any reason, may derive from it. The Parties may in any case withdraw from the transport contract and / or from the individual services, by registered letter with return receipt, to be sent with at least 30 days' notice. (thirty) except as otherwise provided in the commercial proposal and / or by further particular conditions applicable to the single service. Nothing will be due as consideration for the right of withdrawal. In case of withdrawal by SGT in relation to so-called contracts "Prepaid", the Customer may continue to use the service until the consignment notes are exhausted or expired, without prejudice to SGT's right to collect the consignment notes, subject to reimbursement of the fees received. If the Customer, in view of the application of advantageous economic conditions, has undertaken to entrust certain volumes of shipments to SGT and in the event that he intends to exercise the right of withdrawal, the Customer accepts that SGT may charge the foreseen price increase. from the commercial proposal or other contractual documents, based on the detection of the actual number of shipments entrusted.

4. EXECUTION OF THE ASSIGNMENT AND ACCEPTANCE OF THE SHIPMENT The tasks conferred verbally or by telephone must be confirmed in writing by the Customer. The request for ancillary services with respect to transport, or the indication of mandatory terms and conditions, will bind SGT only if expressly accepted in writing by a person with suitable powers. Unless otherwise provided, the assignment accepted by SGT will be carried out starting from the business day following the one in which the shipment is entrusted. In the event that the characteristics of the chosen service provide that the packaging of the shipment is charged to SGT, the Customer is aware and accepts that the date of actual processing and dispatch of the individual shipment, may, in hypothesis, be postponed with respect to the date of the request or the granting of the assignment. In this case, as regards the number of entrusted shipments, the summary report sent to the Customer at the end of the processing and dispatching of shipments will prevail, even in the absence of express acceptance by the latter. last. 5. CUSTOMER / SENDER'S DECLARATIONS AND OBLIGATIONS You guarantee and assure us that: (a) the recipient's contact details have been reported completely, accurately and legibly on our waybill, borderò or on your Transport Document and on a " address label securely and prominently attached to the outer surface (pocket) of the shipment so that they can be clearly seen by us; (b) the contents of the shipments have been prepared and packaged by you in a safe and accurate way such as to be protected against ordinary transport risks, and / or for the performance of different services, including the related sorting processes and / or handling processes. We reserve the right, pursuant to art. 1693 paragraph 2 of the Italian Civil Code, to definitively accept the things to be transported both during the collection phase of the shipment and in the collection phase at the first SGT point; (c) you have declared the correct weight of the shipment and you will provide any necessary tools we may need to load or unload the shipment from our vehicles; (d) you have securely attached, in the cases required by law, a label relating to heavy loads in a prominent position on the external surface of the shipment so that it can be easily seen by us; (e) the contents of the shipment are not among those subject to restrictions IATA, ICAO, IMDG or ADR and are not prohibited articles and neither you nor the recipient are a person or organization with whom we or you cannot entertain in relation to the applicable laws or regulations (See Article 9.); (f) all applicable laws and regulations have been complied with; (g) to have put in place all reasonable precautions required by all conventions, directives and laws concerning the protection of personal data in order to ensure the protection of the same in the event of non-delivery or incorrect delivery of the shipment; (h) you have indicated the type of service chosen for your shipment on the waybill, borderò or on your Transport Document; in case of failure to indicate the service, the shipment will be managed and billed with the Standard service; You agree to indemnify and hold us harmless from any liability, cost, damage or expense, including legal costs, which we may incur against you or any third party and which arise from your breach of any of these warranties, obligations and insurance, even if we inadvertently accept a shipment that conflicts with any of your obligations. 6. CUSTOMS CLEARANCE With the delivery of the shipment and acceptance of these General Conditions of Transport, the Customer constitutes SGT, if required by the type of service chosen, as agent for the exclusive purpose of proceeding with customs clearance and the entry of goods. If SGT has entrusted this activity to a third party, the Customer undertakes to provide any declaration or certification useful for designating an intermediary who can carry out all customs and goods entry operations. Furthermore, the Customer undertakes, at his own expense, to provide all the additional documentation required by the competent authorities in order to complete the operations in question. The Customer guarantees that any information provided in relation to the export and import of goods is accurate and true. In the event that false or fraudulent statements have been made regarding the shipment or the content, the Customer assumes the risk of any civil and / or criminal action or proceeding, including any confiscation of the goods or sale of the same. Any assistance provided voluntarily in completing customs formalities and other formalities will be made at the expense and risk of the Customer. The Customer undertakes to indemnify and hold SGT harmless from any claim and any disbursement that may derive from the lack or inaccuracy of the documentation and / or information provided, as well as to pay any sanction, penalty or other amount charged for the execution of the services. in object. The Customer expressly authorizes the offsetting between any amounts deriving pursuant to this article and amounts due to it by SGT, for any reason or title. 7. INCORRECT ADDRESS AND PO BOX NUMBERS 7.1 If we are unable to deliver a shipment due to an incorrect address, we will do our best by making every reasonable effort to find the correct address. We will also notify you of the correction and delivery or attempted delivery of the shipment to the correct address; in this case, additional fees may be applied if the correct address is different from that shown on the waybill or borderò and / or on the label affixed to your shipment. 7.2 We do not deliver to PO boxes, unless expressly requested by the Customer. 7.3 If we are unable to deliver on the first attempt (unless otherwise agreed), you hereby grant us the right to leave a notice of the shipment to the recipient, meaning this notice as sufficient proof of delivery. 8. DELIVERY OF YOUR SHIPMENT In the event that we are unable to deliver the shipment on the second attempt (unless otherwise agreed) or the recipient refuses delivery, we will try to contact you and agree with you the next correct action in compliance with the provisions of art. 1690 of the Italian Civil Code You agree, as of now, to pay us every expense that we will incur in order to forward, arrange or arrange for the return of the shipment, as well as our competences (if any) due to carry out a third or more delivery attempts and for the next most appropriate action agreed between us. If we do not receive instructions from you or the recipient within a reasonable period of time after our delivery attempt, or in the case of refused shipments, the rules set forth under the heading of storage will apply. 8.1. SPECIAL DELIVERY INSTRUCTIONS You, or the recipient of the shipment, you can give us special instructions (through the website [www.sgt.it](http://www.sgt.it), or e-mail) to deliver the shipment to another place / person (for example to a neighbor and / or to a

neighbor's address), or the recipient can request to receive the shipment in a place authorized by us. If we and you agree on these special delivery instructions, the following conditions will apply: 8.1.1. our production of each delivery receipt indicating the person and / or alternative place of delivery will constitute proof of delivery of the shipment; 8.1.2. we will not be responsible in any way for any loss or damage due to the execution of your special delivery instructions; 8.1.3. you will indemnify and hold us harmless from any and all claims, costs, liabilities and expenses (including fees and attorney's fees) arising from the loss or loss of any shipment as a result of these special delivery instructions. We also reserve the right to charge you an administrative fee for these special delivery instructions. 8.2. WITHDRAWALS, DELIVERIES AND STOCKS All particularly disadvantaged locations indicated in the commercial offer are excluded from the above services, SGT guarantees that, if any impediment to delivery arises, it will inform the sender in accordance with the provisions of art. 1690 of the Italian Civil Code The sender is required to promptly communicate in writing, to the competent SGT Branch, feasible provisions relating to the return of shipments. If no written order has been received, SGT reserves the right to return the shipments to the sender by charging therelated costs within 10 (ten) working days from the issue of the stock notice itself. In this case, all expenses and charges relating to transport and storage will be the sole responsibility of the sender with the right to apply the provisions of art. 1690 of the Italian Civil Code In the event of a request for redelivery by the sender and a new non-delivery, SGT will inform the sender in writing for a maximum of two releases. After the second unsuccessful release, SGT will immediately, after sending the notice, return the shipment to the sender, charging all costs and charges relating to transport and storage. If the sender does not intend to comply with the related costs, SGT may exercise the right of retention according to the provisions of Articles 2756-2761 of the Italian Civil Code also by proceeding with the storage and sale of the goods. After one year from storage, in any case, the sender who has not complied with the payment of the credits against him, however, renounces with the signing of this contract, any right on the same, which will pass in the full availability of SGT also for purposes of charity in favor of national or international bodies, institutes or foundations. 8.3. RELEASE OF THE SHIPMENT The release of the shipment is understood to be carried out with the signing of the waybill or other equivalent document and with the simultaneous payment of any amount that may be charged to the shipment. The recipient can dispose of the transported goods only after the shipment has been released. The delivery of the shipment to the recipient, at the place of destination indicated on the consignment note or other equivalent document, is understood to be carried out in the hands of a person present therein pursuant to art. 8. For deliveries to be carried out "in the warehouse" , the Sender must strictly provide all the necessary information. Any request to deliver the shipment to an address other than the original destination can be satisfied by SGT only after the shipment has been released and with the definition of a specific agreement. 9. DANGEROUS GOODS / SAFETY - KNOWN SENDER The shipments referred to in these general conditions may not contain documents relating to judicial procedures, documents relating to public and private tender procedures, as well as documents relating to administrative procedures or documents and documents that require, in any case , delivery within a mandatory deadline. The Customer who uses one of SGT's services to send the above will assume all consequent risks and responsibilities and will not be entitled to make any claim. Unless otherwise agreed by means of a deed signed by a person with suitable powers, SGT does not carry: money in any currency, bank checks, securities of any kind or bearer, meal vouchers, traveler's checks, gold, antiques, stamps and / o stamps, including collectibles, precious metals, firearms, plants, liqueurs and spirits in general, except within the limits indicated and in compliance with the conditions set out below, drugs, works of art, precious stones, furs, precious watches, explosives , live or dead animals, perishable goods, pornographic material, coal, diamonds, tobacco, items subject to IATA restrictions, hazardous materials or fuels, goods the carriage of which is prohibited by any law, regulation or statute in force at the federal, state or local of any country, from or through which, the shipment is to be transported and any other goods that SGT reasonably believes to be not be able to carry. Only non-perishable food products are accepted, duly packaged and packaged according to the regulations in force and the conditions set out herein, with the exception of those that can only be transported at a controlled temperature and, if provided for by the specific service, after signing the relative contract or of specific commercial proposal. For the transport of any diagnostic samples and pharmaceutical products, SGT may request the signing of specific agreements or a specific commercial proposal. Shipments containing alcohol, wine, liqueurs, oil and liquids in general will be accepted only if suitably packaged in special packaging that guarantees the safe transport of the goods. In case of shipment packed with non-compliant packaging and containing the above, transport safety will not be guaranteed and SGT will not be liable for any damage which, in this case, will remain the sole responsibility of the Customer. For the transport of goods not acceptable under this provision, the Customer, after previous agreements with SGT, undertakes to sign any appropriate specific supplementary agreement. SGT, in any case, reserves the right to accept shipments entrusted for transport, based on the content, mass and volume dimensions as required by current legislation and by the conditions relating to the specific service. Failure to accept the shipment that does not comply with the above parameters exempts SGT from any liability towards the Customer. Even in the event of acceptance through its service staff, SGT reserves the right, which can be exercised at any time, to return the shipment should it find any discrepancies with respect to the defined parameters. The Customer acknowledges the above and undertakes not to ship the aforementioned goods under any circumstances. If they were included in a shipment accepted by SGT, the latter will not be liable for any damage to the Customer / Sender or to third parties. The Customer acknowledges that SGT is able to offer personalized and adaptable services to different needs. Therefore, it is aware that, in the hypothesis in which the goods to be transported, by characteristics or by type, are not included among those foreseen, it may request these personalized services. In no case SGT will be able to accept dangerous goods, flammable substances, explosives, polluting and / or radioactive substances, toxic, contaminating, harmful or infectious substances and magnetic materials, even below the limits set by the ADR legislation (European Agreement for goods dangerous on the road and any changes and additions, Law 1839/62 and any subsequent amendments and additions) and IATA, unless expressly requested in writing by the Sender and written acceptance by SGT, by a person who has suitable powers, in the case of freight transport in "total exemption" . Where applicable the current legislation on the matter, the Customer / Sender who has regular and ongoing relationships with SGT and falls within the qualification of "known sender" , pursuant to European and national regulations within "Air Cargo Security" , if requested, undertakes to declare, upon assignment of the shipment, that the same is not among those for which authorization is required pursuant to current legislation, such as, by way of example but not limited to: weapons, explosives, items and dangerous goods, otherwise obtaining the relative authorization or exhibiting the relative permitted where necessary. This last paragraph must in any case be considered inapplicable in relations with the consumer and / or "occasional" customer. 9.1. Shipments carried by or handled by us may be subject to security controls, including the use of X-ray systems, traces of explosives and other security control methods, and you agree that your shipments can be opened and their contents checked while on the go. 9.2. You guarantee that you have set up the shipment for transport, or for the performance of different services, in safe places using reliable personnel hired by you and that the shipment has been safeguarded from any unauthorized or illegal interference during the preparation, storage and transport up to the moment immediately preceding the acceptance of the goods for transport by us or for the performance of different

services. 10. **PRIVILEGE - RIGHT OF RETENTION - COMPENSATION - CONTRACTUAL CHANGES** SGT has the privilege on each shipment for credits deriving from the transport contract, customs duties, advances and / or other charges of any nature connected to the execution of the assignment and has the right to withhold and not to deliver shipments, including those relating to goods referred to in art. 9, until credits and charges have been completely satisfied and / or refunded. The Customer is responsible for the shipping costs even in the event of non-payment by the recipient. SGT, to satisfy all receivables deriving from the execution of the assignment, even if already performed and even if concerning periodic or continuous services, may exercise the right of retention on what is in its availability, including the amounts deriving from cash on delivery collected on behalf of the Sender. Unless otherwise agreed in writing, the Customer expressly authorizes SGT, as of now, to compensate: (1) between any credits deriving from the execution of the transport order by SGT, and any amounts claimed by the Customer himself to any title. In particular, SGT is authorized even in the absence of specific written communication, to automatically compensate even between credits deriving from the execution of the transport order and amounts due to the customer by way of collections collected for shipments in so-called "Cash on delivery"; (2) between the value of the amount entrusted for transport and the credits deriving from the execution of the assignment. SGT reserves the right to modify these general conditions of transport, the characteristics and conditions of the services offered, by giving them publicity in the forms required by law or by these conditions, including publication on the company website. In particular, the Customer acknowledges that the agreed services may be subject to modifications and / or variations to be communicated in writing by SGT. The burden of communication may be fulfilled by means of a communication sent to the e-mail address or certified e-mail address, as provided by the Customer himself. In the event of non-withdrawal by the Customer, to be communicated in the absence of various specific provisions regarding the service, within the following thirty days from receipt of the invoice containing said communication or from receipt of communication sent in other forms, the change will be considered accepted. The Customer's withdrawal is foreseen for final balance contracts (see article 3). For any prepaid contracts, the Customer may continue to use the service until the waybills run out or expire. SGT has the right to collect the same waybills, subject to reimbursement of the fees received. Some services may be canceled, suspended or may be subject to authorizations, guarantees or the signing of specific conditions. 11. **EXEMPTION AND LIMITS OF LIABILITY** A) **NATIONAL SERVICES** Unless otherwise provided for by the specific commercial proposal or by particular provisions relating to the service requested, SGT is liable for loss, theft or damage to the goods transported, only in the event that the injured party proves that the event occurred through willful misconduct or gross negligence attributable to SGT. Except in the case of willful misconduct and gross negligence, the liability of SGT in accordance with Article 1696 of the Italian Civil Code and subsequent amendments as per Legislative Decree no. 286 of 21 November 2005, will in any case be limited to 1 (one) euro for each kilogram of gross weight of the goods. In any other case, the liability of SGT will also be limited to the lesser amount between 1.00 (one) euro per kg of goods transported and the value of the actual loss or damage to a document or package as determined in the following art. 12. It is expressly agreed that any reimbursement may also be made by way of waybills relating to one of the SGT services. B) **AIR TRANSPORT - MONTREAL CONVENTION AND SUBSEQUENT AMENDMENTS AND ADDITIONS** If a shipment is made by aircraft for consideration and / or free of charge by an air transport company and a final destination or a stopover in a country other than that is foreseen of origin, the rules of the Warsaw Convention (1929) and / or the Montreal Convention and subsequent amendments and additions will apply. The liability of SGT arising from loss or damage to the shipment, if the event occurs on the air route, will be limited, in accordance with the provisions of the same Agreement, or in accordance with the provisions of subsequent amendments and additions. For the purposes of these general conditions of carriage, "Montreal Convention" means the convention for the unification of certain rules relating to international air transport, stipulated in Montreal on 28.05.1999, as enforced in Italy and as amended or supplemented by subsequent conventions or additional protocols. C) **TRANSPORT BY SEA:** Transport by sea is regulated by the "International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924", as amended by the Visby and SDR protocols of 1968 and 1979 respectively. 12. **DEFINITION OF ACTUAL VALUE** For the purposes of this article and article 11, without prejudice to the exemption and limits of liability referred to in the same art. 11, the classification between documents and packages is determined on the basis of the definition given by the Customer / Sender at the time of delivery of the shipment. By document transported in accordance with these general conditions of transport, we mean any object with no commercial value. By parcel transported, in accordance with these general conditions of transport, we mean any object having a commercial or exchange value. The actual value of a document will be determined between the lower cost for reproduction or replacement and the reconstruction, applicable at the time and place of the request for execution of the shipment. The actual value of a package will, on the other hand, be determined by the lower sum between the cost for repair or replacement and resale at market price, existing in the place and at the time of the request for the execution of the shipment. In no case may the value of the package exceed the original cost, actually paid by the Customer / Sender, increased by 10%.

13. **LIMITS OF LIABILITY FOR TRANSPORT SERVICES** In conjunction with art. 14 below, we limit our liability for any loss, damage or delay to your shipment or any part thereof which results from transport (see art. 11). Where we are liable to you for any reason whatsoever for transportation services performed by us, including without limitation, breach of contract, negligence, willful misconduct or default, our liability to you for loss, damage, failure or misdelivery of your shipment. or of the part affected by it, will always be limited to the lowest market value of the shipment at the time of transport or to the repair cost of the shipment or of the part of it affected by the event, with a maximum limit in any case not exceeding 10 % of the shipment value. In the event of delay, where you can prove that you have suffered a loss, our liability is limited to reimbursement of the cost paid to us for transportation in relation to that shipment or the portion of it delayed. 13.1. **LIABILITY FOR DIFFERENT SERVICES** Without prejudice to the provisions of art. 14, where we are liable for different services to you for any reason, including without limitation breach of contract, negligence, willful misconduct or fault, we will be liable towards you up to a limit of € 10,000.00 for each event or series of events having the same harmful case or, in the event of loss or damage to a shipment, at the lower market value or at the cost of repairing the shipment or part of it concerned, with in any case an increase in any case limited to Euro 3.40 per Kg. up to a maximum of Euro 10,000.00 for each event or series of events that have the same harmful case. 14. **EXCLUSIONS OF LIABILITY** 14.1. We will not be liable for any loss of goodwill, earnings, profit, market, reputation, customers, use, opportunities, even if we have knowledge that such damages or losses could occur, nor in any case for any damage or indirect, accidental, special or consequential loss determined, including, without limitation, cases of contractual termination, negligence, willful misconduct or breach. 14.2 We will not be liable if we fail to fulfill our obligations towards you as a result of: a) circumstances beyond our control such as (with a list that is merely illustrative and not exhaustive): natural events including earthquakes, cyclones, storms, floods, fire, disease, fog, snow or frost; events of force majeure including (with a list that is merely illustrative and not exhaustive) wars, accidents, terrorist acts, strikes, embargoes, dangers in airspace, local disputes or popular uprisings; national or local disruptions in air or land transport networks and mechanical problems with means of transport or machinery; latent or intrinsic defects in the content of the shipment; third party criminal acts

such as theft, robbery and arson; b) acts or omissions attributable to you or to third parties for which you will respond such as: interruptions (or claim by any other party claiming an interest in the shipment and which determines your non-fulfillment) of the obligations assumed by you under these terms and conditions and in particular of the guarantees provided for in art. 6; an act or omission attributable to customs, security, airlines, airports or public officials; c) contents of the shipment consisting of items that are prohibited goods under the terms of the law or of this contract, even if we have accepted the transport by mistake; d) our refusal to make any illegal payments on your behalf. The only responsibilities attributable to us in relation to the services rendered will be those governed by these general conditions of transport.

**15. DELIVERY TIMES – GUARANTEED TIMETABLE SERVICES** SGT, as a rule, performs rapid deliveries on the basis of predefined plans which, in most cases, allow the execution of the service within the expected working days. With reference to the generality of the services offered, SGT does not undertake the obligation of mandatory delivery within the terms and times indicated, unless this has been expressly agreed by means of a specific deed signed by a person with suitable powers. Any indication otherwise agreed or affixed in relation to delivery times / methods (eg "urgent", "by ...", "by ...") on the waybill or other document, will not have any binding legal value, even if accepted or countersigned by SGT employees without the power to modify the contractual conditions and / or the delivery methods and times. The Customer therefore assumes all risk and consequent responsibility in the hypothesis of entrusting shipments containing documentation to be delivered to the recipient within mandatory deadlines or times. The foregoing also explains full effectiveness in relation to all possible services in which a guaranteed delivery time is provided. These services, pursuant to the provisions of the relative commercial proposal, EXCLUSIVELY guarantee the reimbursement to the Customer who requests it, in writing, within the deadline set by the service itself. The reimbursement, as a rule, coincides with the amount paid for the supplement or, alternatively, where provided for by the type of service, by delivery of a new waybill. This reimbursement will not be recognized if the delay falls within the tolerance provided for the service purchased, or for the hypothesis of delay caused by the impossibility of performance for reasons not attributable to the terms of art. 14.2 of these general conditions of transport and in any case in which the failure to deliver within the pre-established time is not attributable to SGT (eg incompleteness of the data provided by the Customer, incorrect address, unavailability of the recipient, refusal of shipment, shipment of goods not acceptable for transport, force majeure, etc ...). SGT's liability for any further damage as a result of the delay is expressly excluded. Therefore, the reimbursement made in the manner provided for in this article, exhausts any claim for compensation claimed by the Customer / Sender as a result of the delay in the execution of the delivery.

**15.1.** On weekends (Saturday and Sunday), on public and national holidays, we do not provide the service. In the main Italian cities the SGT branches remain open also on Saturday mornings where, previously authorized, you can collect the shipments that have been sent to you in storage and / or deliver your departing goods (for information you can consult our website [www.sgt.it](http://www.sgt.it) or contact our Customer Service).

**16. PAYMENTS / CASH ON DELIVERY**

**16.1** Unless otherwise agreed in writing in derogation, you undertake to pay us the freights (including applicable surcharges) for the transport of the shipment between the places specified on the waybill, border, transport contract, or for the execution of different services, and any value added tax within the agreed payment terms without withholding, deductions, charges or compensation.

**16.2.** You waive all your right to reject our invoices if you do not contest them in writing within 30 (thirty) days from the invoice date.

**16.3.** The amount we charge may relate to either the actual weight of the shipment or the volumetric weight, depending on which is greater. The volumetric weight is calculated on the basis of the volumetric conversion equation illustrated in our tariff, as well as in this contract. We can check the weight and / or volume and / or number of packages making up your shipment and if we find a discrepancy between the weight you declared and / or the volume and / or number of packages, you accept that the weight and / or volume and / or number of packages determined by us can be used for the purpose of our calculation.

**16.4.** Our invoice does not include a copy of the Proof of Delivery (POD), which you accept can be validly obtained and provided in digital format or any other supplementary document.

**16.5.** If required by law, we will send you the analogue invoice in digital format using e-mail with your prior consent. If you request or are asked to send the invoice in paper format, we reserve the right to charge an administrative fee commensurate with the service rendered.

**16.6.** Our invoices must be fulfilled in the monetary form indicated on the invoice itself.

**16.7** We have a general right of retention (see Article 10)

**16.8.** You will be responsible for paying all taxes and charges including printing charges, if applicable, on different transportation or services as well as in connection with any document.

**16.9.** You undertake to pay the amount relating to the SGT services governed by these conditions within the agreed terms and in compliance with the legal limits in force regarding cash payments. Late payments may result in the application of default interest pursuant to Legislative Decree 231/01 and subsequent amendments. By signing this agreement, you hereby agree that SGT suspends the service until termination of the state of insolvency itself. During any suspension period, SGT reserves the right to accept from you, exclusively, any shipments carriage paid with full rate payment. If this offer constitutes another, subsequent contract, any special rates granted to you will in any case remain suspended until the state of insolvency ceases. The carrying out of transport services by SGT is also suspended pursuant to art. 72 VI co. of the L.F. in the event of bankruptcy of the contracting party or of being subjected to another insolvency procedure provided for by current legislation. SGT has the right to terminate this agreement at any time, by sending a registered letter with return receipt, if the payment due is not made within 30 (thirty) days following the final payment date, except in cases of force majeure. However, SGT's right to proceed with the recovery of freight credits within the time and in the manner provided for by law is without prejudice, without prejudice to the right to greater damage.

**16.10.** In the collection operations of any cash on delivery entrusted to SGT, if these are paid by bank or postal current account checks or cashier's checks, both made out to you and to SGT, the same will only be required to check the correctness of the header and amount of the check issued, as well as on the presence of the signature. Regarding the latter, however, SGT will not undertake any obligation to verify the authenticity of the same, nor will it be required to check the correspondence with the issuer or to verify that it has been signed by a person with the power to sign. Therefore SGT will be required to verify the correspondence between the instructions received and the data on the check relating solely to the heading, amount and signature within the limits set out above. SGT will not be liable for any other irregularities and for falsification or uncovering of bank and postal current account checks or cashier's checks accepted on your behalf in good faith. At the same time, you undertake to indemnify SGT from all consequences and from all direct and indirect damages that may arise from any problems arising in relation to the collection of the checks themselves. At the same time, you undertake to indemnify SGT from any further problems that may arise in relation to any other aspect of erroneous compilation of the check attributable to the issuer, without prejudice to the above checks. You also authorize SGT to withhold the sums received by the same by way of cash on delivery in relation to shipments made from time to time, in compensation partial and / or total of the sums resulting from the invoices issued from time to time for transport provided in your favor; this clause will operate only if you are, for whatever reason, insolvent (meaning the insolvency occurred in the event of non-payment within 30 days following the final date foreseen for the same by the invoice) towards the invoices issued by SGT at the contractual deadlines agreed. The deductions by SGT will take into account any disputes already open on previous invoices and will therefore be made net of the same, until the settlement

of any pending dispute. 17. **INSURANCE - LIMITS TO THE RETURN ACTION** The responsibility of SGT consequent to loss or damage to the transportations entrusted, is that determined by current legislation (Article 1696 of the Civil Code and subsequent amendments as per Legislative Decree no. 286 of 21 November 2005) and therefore limited to € 1.00 (one euro), for each kilogram of lost or damaged goods. In cases where additional insurance coverage is requested for the goods entrusted, the policy specifically stipulated by the undersigned with a primary insurance company will allow the reimbursement of damages to the Client as a result of loss or damage to the same, in compliance with and in consideration of the following parameters: Premium - equal to 0.5% of the value of the goods (inferable from the purchase / sale invoice). Maximum - € 5,000.00 (five thousand / 00) per shipment / sender / day Deductible - 10% of the value of the goods with a minimum of € 250.00 (two hundred and fifty / 00). It will be your responsibility to take care of all those tasks, suitable for determining the damage, as well as directly providing for any interruptions in the limitation periods. Any reimbursement will be made upon completion of the insurance settlement procedure. SGT cannot be held responsible for inefficiencies or delays not attributable to its direct responsibility or negligence or in any case, for inefficiencies or delays caused by strikes, lockouts, trade union unrest, riots and impediments deriving from reasons of public order, from events of a natural nature. and from other causes, however, not dependent on one's will. The insurable value consists of the purchase invoice price or, failing this, the market value of the insured items. The purchase invoice price means the value of the goods net of VAT, route and packaging costs, gross of any discounts granted to the buyer for any reason. To limit the inconvenience resulting from the accident as much as possible, SGT will settle you directly, guaranteeing maximum speed. The refund will be made only and exclusively upon presentation of the documentation certifying the value of the goods (purchase invoice or, failing this, price list; repair invoice; etc.). Any compensation for damages will be paid net of the deductible provided for by the policy stipulated by SGT with the Company of its choice in force at the time of shipment or provided for by the transport insurance policies. The liquidation of the damage will take place on the basis of the proportional criterion if the goods are insured for a value lower than the real one, as required by art. 1907 of the Civil Code. SGT, having examined the documentation of the claim and deeming it to be exhaustive for the purposes of settlement, will inform you on the methods and amount of the settlement. If the shipment is already covered by another insurance policy not stipulated by SGT for the Customer's order and account, our Company remains at the disposal of the Company that insured the transport for any compensation, if founded, within the limits provided for by art. 1696 of the Italian Civil Code Offsetting of debit notes with SGT invoices will not be accepted unless expressly authorized. The insurance service is not available for some types of goods. Therefore, contact our Customer Service for all the necessary information. If the value of the shipment exceeds € 5,000.00 (five thousand / 00), our prior authorization is required before purchasing this coverage from us. Such insurance is not available for precious stones, precious metals, watches, plasma screens, LCDs, jewelry, money, glass, porcelain, art objects, antiques, documents or films, tapes, discs, memory cards or any other medium containing data or images. The aforementioned insurance options do not cover losses of a consequential nature (see clauses 13 and 14) or delays in transportation or cases where the loss arises from your failure to fulfill your obligations under these terms and conditions, they are not available for non-transportation services.

18. **COMPLAINTS** omissis / omissis 19. **ARBITRATION CLAUSE FOR IRRITUAL ARBITRATION** All disputes that may arise between the contracting parties in relation to this contract, including those relating to its validity and / or effectiveness and / or interpretation and / or execution and / or termination will be referred to the decision of an Arbitration Board composed of three arbitrators. Each of the parties will appoint an arbitrator and the two arbitrators thus appointed will designate the President of the Board. The party wishing to promote the arbitration will communicate to the other by registered letter with return receipt the name of your referee. Within twenty (20) days of receipt of the communication, the Counterparty will make known in turn and by registered letter with return receipt. the name of the Arbitrator designated by the same. The two arbitrators will by mutual agreement appoint the third arbitrator with the functions of President of the Board. If one of the parties fails to appoint its own arbitrator or in the event of disagreement between the two arbitrators appointed by the parties for the designation of the third, the President of the Ordinary Court of Milan will do so. The arbitration, which will be based, by agreement, in Milan, is considered to be unlawful and the Parties require a judgment based on fairness and without any procedural formality. Therefore, the Arbitration Board will decide on an irrational basis, according to law, without formalities and regulating the conduct of the arbitration procedure in the way it deems most appropriate, in compliance with the adversarial principle. The Board will issue its decisions by absolute majority within the maximum term of 180 (one hundred and eighty) days from the acceptance of the appointment of the last arbitrator. The Parties undertake to immediately and punctually implement the decision of the Board, to which from now on they attribute the same binding effectiveness as their own contractual will, and to this end they give the Board all power to settle the dispute also via settlement. 20. **PROHIBITION TO ASSIGN THE CONTRACT** omissis 21. **APPLICABLE LAW** omissis 22. **PRIVACY INFORMATION** omissis 23. **D.LGS. n. 231/2001 AND CODE OF ETHICS** omissis.



#### GENERAL CONDITIONS OF TRANSPORT DHL

In entrusting DHL with a Shipment, the "Sender" , on its own behalf, on behalf of the recipient of the shipment ("Recipient") and any third party who may have an interest in it, agrees to apply the DHL General Conditions of Carriage ("CGT "). "Shipping" means any and all document or package that travels accompanied by a single waybill and that can be transported by any means that DHL, at its sole discretion, decides to use, including the use of air transport. , road or any other carrier. "Waybill" means any type of identification document of the shipment, produced by DHL or by the automatic systems used by the Sender label, barcode, air waybill or any and all transport document, as well as any electronic version thereof .DHL's liability in relation to each shipment carried is limited to the provisions of this document. If the Sender requests greater protection, he may request shipping insurance by paying an additional amount (for more information, see what is reported below). "DHL" means any company that is part of the DHL Express Network. 1 Customs operations In order to perform the shipping services, DHL may carry out any of the following activities on behalf of the Sender or the Recipient: (i) fill in documents, modify product or service codes and pay any charges, taxes or penalties provided for by laws and regulations applicable ("Customs Duties"), (ii) act as forwarder of the Sender for customs and export control purposes and as Recipient only and exclusively for the purpose of designating a customs broker who carries out the customs clearance and entry procedures of shipments and (iii) redirect the shipment to the customs broker appointed by the Recipient or to another address at the request of any person whom DHL believes, in its reasonable opinion, to have been authorized to do so. 2. Unacceptable shipments The Shipment is to be considered unacceptable for transport when:

- is not provided with a customs declaration, where required by the customs regulations in force;
- contains counterfeit goods, animals, gold and silver, currencies, stamps / government stamps, bearer negotiable payment instruments, metals and precious stones; authentic or imitation firearms, their parts, weapons in general, explosives and ammunition; human remains, pornographic or illegal material, ivory, narcotic or narcotic substances;
- falls into the following categories: dangerous material, dangerous goods, prohibited or restricted articles as defined by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Agreement relating to transport

Road Dangerous Goods International) or by any Public Authority or other competent organization;

- the address is incorrect or incomplete or the packaging is defective or inadequate to ensure safe transport, using ordinary diligence;

- contains any other material that DHL deems not transportable for reasons of safety or violation of the law. 3. Deliveries and Undeliverable Materials.

Shipments cannot be delivered to post office boxes or post codes. Shipments will be delivered to the address of the Recipient indicated by the Sender, but not necessarily to the person indicated as the Recipient. If the shipments are directed to addresses with a central or unified reception service, the same will be delivered to that service. DHL may inform the Recipient of an incoming Shipment or a failed delivery. Alternative delivery options may be made available to the Recipient, such as delivery on a different day, delivery to his home, to another address or to a DHL Service Point. If the Shipment is considered unacceptable, as described in Section 2, or the value for customs purposes has been underestimated, or the Recipient cannot reasonably be identified or traced, refuses the shipment or does not intend to pay Customs Duties or other Costs and Supplements, DHL will make every reasonable effort to resend the shipment to the Sender, at the expense of the same. After unsuccessfully experimenting with these attempts, DHL may dispose, abandon or sell the Shipment, without thereby incurring any liability towards the Sender or anyone else, it being understood that any proceeds deriving from the sale will be used in the first place to cover the Customs Duties, the Costs and the Supplements and the related administrative expenses, while the Sender will only be entitled to any residual sum. DHL shall have the right to destroy any Shipment which, by law, DHL cannot return to the Shipper or is considered Dangerous Goods. 4. Verification DHL reserves the right to open and inspect the Shipment without any notification obligation, for safety, security, customs or other regulatory reasons.

#### 5. Costs and Supplements.

The cost of shipping is calculated based on the highest value between the actual weight and the volumetric weight of each package, which can be reweighed and / or remeasured by DHL to confirm the calculation made. The Sender or Recipient, if DHL acts on behalf of the latter, will pay or reimburse to DHL all shipping costs, ancillary costs, Customs Duties due for the services provided by DHL or incurred by it on behalf of the Sender or Recipient. Payment of Customs Duties may be required before delivery. In the event that DHL advances the Customs Duties to the Customs Authorities, even on behalf of a Recipient who does not have a DHL customer number, it will have the right to request compensation.

#### 6. DHL's Liability

6.1 With reference to each individual Shipment, DHL's liability for international freight transport by air (including cases in which ancillary land transport services are performed) for loss and damage is limited, in accordance with the Montreal Convention or Warsaw, as applicable, or in the absence of Conventions, to the lesser of (i) the current market value and the declared value or (ii) 19 Special Drawing Rights per kilogram (approximately 26 USD per kilogram), up to a maximum of \$ 100 (agreed in 80 €). This limit will also apply to all other forms of transport, except as indicated below.

- For international ground transportation, DHL's liability for loss and damage is limited under the International Convention for the Carriage of Goods by Road (CMR) to the lesser of (i) the actual market value and the declared value or (ii) 8.33 Special Drawing Rights per kilogram (approximately USD 14), up to a maximum of \$ 100 (agreed at € 80).

- For domestic transport, DHL's liability for loss and damage will be limited to € 1 per kilogram, up to a maximum of € 30. Where the Sender intends to cover any damages for amounts other than those provided above, he must provide for a specific declaration of value and request insurance, as described in point 8 below, or arrange for insurance directly.

DHL's liability is strictly limited to direct losses and damages to the Shipment, to the extent indicated in Section 6 of this document. Compensation for any other loss or damage is excluded (including, but not limited to, losses in terms of profit, profits, interest, loss of opportunity), regardless of the nature of the loss or damage, even if the risk of a potential loss or possible damage had been communicated to, or otherwise known by, DHL.

6.2 DHL undertakes to do its utmost to ensure that shipments are delivered in compliance with the delivery times communicated by DHL, without providing any guarantee in this regard, in consideration of the fact that these delivery times are to be considered indicative, are not binding and do not constitute a contractual obligation. DHL is not to be considered responsible for any loss or damage caused by delays, but the Sender, for certain Shipments, may request compensation according to the Money Back Guarantee, the terms and conditions of which are available on the website [www.dhl.it](http://www.dhl.it) or through the Customer Service DHL.

7. Timing of Claim for Compensation All claims must be made in writing to DHL no later than thirty (30) days from the date on which DHL took charge of the Shipment. After the aforementioned deadline, DHL will not be held liable in any way. A single claim for compensation may be made for each Shipment, as well as the reimbursement of all losses or damages associated with the shipment itself. 8. Insurance DHL may provide insurance for the value of the goods to cover loss or physical damage to the Shipment, provided that the Sender has provided DHL with precise instructions in writing, and has completed, on the AWB front, the section relating to insurance. or has taken steps to request insurance coverage through the DHL automatic systems, paying the relative premium. However, the insurance coverage does not cover indirect losses or damages, or for lost earnings, or losses or damages deriving from delays in the delivery of the Shipment. 9. Events Outside DHL's Control DHL cannot be held liable for any loss or damage due to causes beyond DHL's control, including, without limitation: electrical or magnetic damage to, or deletion of, electronic or photographic images, data or records; any feature or defect related to the nature of the Shipment, even if known to DHL; acts or omissions by a person who is not under the direct responsibility of DHL, eg. shipper, recipient, third party, customs or other government agency; force majeure, eg. earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, disorder or civil riot, strikes. 10. Guarantees and indemnities of the Sender The Sender undertakes to indemnify and indemnify DHL for any loss or damage that may arise from the Sender's breach of the following warranties and representations:

- all information provided by the Sender or any of its representatives is complete and accurate;
- the Shipment is acceptable for transport, in accordance with what is described in point 2 above;
- the Shipment has been prepared in secure premises by qualified personnel assigned to prepare the Shipment and the appropriate protection measures have been taken regarding the Shipment, in order to avoid unauthorized interventions during shipment preparation, storage in the warehouse and its possible transport to DHL;

- all laws and regulations regarding customs, imports and exports, protection of personal data, sanctions, embargoes, as well as other applicable laws and regulations have been respected; and the Sender has obtained all necessary consents to allow DHL to process personal data, including Recipient data, if this is necessary for transport, customs clearance and delivery, such as e-mail address and telephone number.

11. Route of the transport The Sender expressly accepts any route or variation thereof, including the possibility that the Shipment is carried out with intermediate stops.

12. Applicable Law. The Sender expressly acknowledges, in favor of DHL, that any dispute connected with or deriving from the execution of the transport and from the application of these CGTs, must be subject to the non-exclusive jurisdiction as well as to the law of the country where the Shipment originates, provided that this does not conflict with mandatory provisions of law. 13. Principle of conservation Any invalidity or inapplicability of any provision provided for in these CGT does not affect the validity of the other provisions of these CGT. Further information is available on the DHL website ([www.dhl.com](http://www.dhl.com)) or by contacting the DHL Customer Service.

### **Annex No. 3 – Instructions for Product and Packaging Preparation**

Packaging provides the necessary **level of protection** to ensure the **integrity of the product** and to prevent exposure to **atmospheric agents** during the shipping process.

For this reason, it is essential to use **multi-layer corrugated cardboard boxes** or **wooden crates** with the required strength and **shock absorption characteristics**, complemented by **protective cushioning materials**.

## Recommended Practices:

- ✓ **Use sturdy, undamaged packaging**, ensuring all flaps are intact.
- ✓ **Avoid reused packaging**. If reuse is necessary, remove all old labels, including addresses and barcodes.
- ✓ **For fragile items**, place them inside **smaller boxes**, which should then be packed into **larger boxes** with protective padding both **inside and outside** the smaller container.
- ✓ **Seal external corrugated cardboard boxes** by applying at least **three strips of 5 cm-wide adhesive tape** across both the **top and bottom** of the box.
- ✓ **Once packaging is complete, measure all three dimensions of the box and weigh the parcel**, ensuring these details are accurately recorded in the required fields. Any discrepancies may result in **penalties and shipment delays**.
- ✓ **Position shipping labels** in a way that prevents them from **bending**, especially over **barcodes**. Ensure the recipient's **address, postal code, and phone number** are clearly indicated.

## Additional Guidelines for Liquid Shipments

- Items containing **liquids** (whether in **plastic or glass**) must be **separated from one another** inside the packaging using **cardboard or polystyrene dividers**.
- **Bottles must not touch the walls of the box.**
- For **bottle shipments**, we recommend using **polystyrene wine shippers** or **specialized cardboard boxes**, like the one shown in the image above.

## Available Packaging Options for Bottles:

These protective packaging solutions are available from multiple suppliers in the following formats:

**1 – 2 – 3 – 6 – 12 standard bottles (0.75L)**

**Magnum bottles (1.5L)**

For **bottles shipped in wooden crates**, we recommend wrapping **each bottle individually in bubble wrap**, as well as the **entire wooden crate**, before placing it inside a **cardboard box** for added protection.