

## **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions of shipping are intended to govern the services provided by DB Group s.p.a. and all its group companies that refer to these general terms and conditions (hereinafter, simply, DB).

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### **Article 1. DEFINITIONS.**

The following terms have the meanings specified below:

- a. forwarder:** the party that concludes a contract of carriage in the name and on behalf of the principal;
- b. principal:** the party that confers the shipping mandate to enter into the contract of carriage;
- c. shipper:** the party that is the shipper under the contract of carriage made by the forwarder for and on behalf of the principal (but in the interest of the shipper);
- d. carrier:** the party that physically performs or accepts performance of the carriage.

### **Article 2. SCOPE AND PERFORMANCE OF THE CONTRACT.**

1. The principal shall confer on DB as the forwarder a shipping mandate or several shipping mandates with representation pursuant to Article 1737 of the Civil Code.
2. DB shall enter into the contract(s) of carriage, as well as carry out ancillary operations, acting with the necessary discretion.
3. Any appointment as carrier forwarder pursuant to Article 1741 of the Civil Code shall be expressly in writing.
4. Ancillary obligations assumed by the forwarder shall also be subject to the following general conditions and, where this is not possible, to the applicable legislative provisions.

### Article 3. RATES, REVISIONS AND ADJUSTMENTS.

1. Prices, rates, and considerations shall be communicated, where possible, prior to each shipment, unless the parties have agreed on fixed rates for a set period of time.
2. The prices, rates and considerations communicated by DB shall be considered accepted if the principal confirms, even tacitly, the execution of the shipment.
3. Any changes that occur in the conditions and rates of companies, carriers and entities whose services are to be used by DB in the interest of its principal, as well as in the cost of labour or exchange rates, shall be borne by the principal. DB shall not be required to report any changes taking place during the shipment.
4. The principal, by accepting DB's offer, declares to be aware that certain rates established on the basis of the carriers' indications - for reasons beyond DB's control and not attributable to the same - may be subject to change after the acceptance of the offer by said principal. Therefore, the principal declares to be aware of the following. **(i)** that in certain exceptional cases the quoted rates could vary and **(ii)** that with regard to the continued effectiveness and validity of the same, DB accepts no obligation. If the rate change is an increase, DB shall inform the principal by e-mail with regard to the new quotation as soon as it is communicated by the carrier. The principal may confirm the shipment (accepting the new rate offered) or revoke the shipment. In the event that the shipment is not carried out due to the increased rate change and, therefore, revocation of the shipment, DB shall not be held liable in any way in connection with the revoked shipment, with the exclusion of any right to compensation for damages.
5. If the parties have established fixed rates for a predetermined period of time, DB may make changes to such rates that are necessary to meet the increased costs for performing the services. Changes in considerations shall be communicated to the principal and shall apply from the date of receipt of the corresponding notice or the different date specified in the latter. In the event of a change in considerations under this article, the principal may terminate the contract with **3 (three) months'** notice.
6. Surcharges such as (by way of example but not limited to) Congestion Surcharge (C.S.), War Risk Surcharge (W.R.S.), Peak Season Surcharge (P.S.S.) may be applied to the rates. General Rate Increase (G.R.I.) and Overweight Surcharge (OWS). Additional surcharges and charges may also be applied due to force majeure events if this is necessary for the proper performance of the contract of carriage. Where possible, DB shall inform the principal in advance with regard to the application of surcharges.
7. Premiums, rebates, brokerage fees, and commissions on freight and the like obtained by DB on carriers' rates are due solely to DB.
8. Quotations shall be binding only for goods of normal volume, size, weight and quality, depending on the type of carriage.
9. The recipient of any offer shall not disclose the rate conditions granted and shall be liable for any damages that DB might incur as a result of such violation. Each offer made shall be valid only vis-a-vis the recipient of the same and for the product category requested during the negotiation. In the event of discrepancies, DB shall be authorised to charge the higher rate due.

### Article 4. EXPENSE ADVANCES.

1. The appointment to release incoming goods authorises, but does not oblige, DB to advance freight charges on the goods, shipper's claims and charges, customs duties, and other charges, which shall be paid by the principal upon DB's simple request.
2. DB shall not be liable for expenses, charges and damages, resulting from failure to advance freight and other expenses.

### Article 5. PAYMENTS, INVOICING AND LATE PAYMENTS.

1. DB may request advance payment of any amount due to the same.
2. Payment shall be by direct remittance on the invoice date.
3. In particular, advances on behalf of the principal, fees and duties shall be paid on the date of submission of the invoice or equivalent documentation. If the amounts and considerations due to DB are to be borne by the recipient or a third party, the principal and/or shipper shall remain liable for immediate payment thereof if, for any reason, DB does not receive timely and prompt payment of the amounts due to the same.
3. DB invoices shall be issued - according to the debtor's instructions - on completion of each shipment and/or service.
4. Any dispute shall be made specifically within **7 (seven) days** of receipt of the invoice.
5. In the event of late payments, the interest and charges provided for in Legislative Decree 231/2002 shall apply.
6. In the event of delays in the payment of amounts advanced by DB, the interest and charges provided for in Legislative Decree 231/2002 shall be applied, which shall be increased by **five (5.00)%** and foreign exchange losses shall be reimbursed.

### Article 6. PERFORMANCE OF ASSIGNMENTS.

1. DB shall carry out the mandate conferred on the same with the utmost diligence.
2. Assignments shall be understood to be accepted under the conditions, regulations and provisions applied by the sea and air shipping companies, land, rail, river, multimodal and/or other carriers in general, port or warehousing companies and entities or other companies, whether Italian or foreign, whose services are to be requested by DB on behalf of its principal.

3. Except as otherwise provided for by the principal, DB shall be free to choose the ways and means to be put in place, the modes of transportation to be used, the routes and the technical devices to be adopted, in order to ensure the performance of the contract. DB may use the carrier it deems appropriate.
4. DB may make a shipment of the goods, grouping them with another, unless otherwise specified in writing by the principal.
5. DB does not accept any liability for the precise interpretation of instructions transmitted verbally or by telephone that have not been confirmed in writing.
6. In the absence (in whole or in part) of instructions concerning the performance of the assignment (or parts thereof) DB may act according to its own discretion.
7. DB shall have the right to substitute others for itself in the performance of the mandate pursuant to Article 1717 of the Civil Code.
8. DB shall have the right, but not the obligation, to inspect the goods entrusted to it at any time. No obligation or liability shall arise from the inspection activity on the part of DB.

#### **Article 7. OBLIGATIONS AND RESPONSIBILITIES OF THE PRINCIPAL.**

1. The principal shall ensure that DB receives the necessary documents for taking delivery and shipping the goods, together with the corresponding instructions, in a timely manner.
2. The principal shall correctly and accurately describe the nature of the goods in all transport documents, specifying the number, quantity, quality and contents of packages, gross weight, dimensions and any other useful information.
3. In the absence of adequate or implementable instructions, DB may act according to its own discretion.
4. When the principal, rather than giving DB precise instructions, merely sends a copy of the letter of credit, DB shall act in accordance with the terms expressed in the letter of credit, without responsibility for its interpretation.
5. The principal shall be responsible for all consequences that may arise as a result of the submission of incorrect, unclear or insufficient documents and/or instructions, as well as those not provided or provided too late.
6. The principal shall be required to verify the existence of any legal or other impediments concerning the shipment such as, but not limited to, import, export or transit restrictions.
7. The principal shall be required to check the integrity and adequacy of the packaging of the goods. The principal shall deliver to DB goods packed and marked appropriately and, in any case, according to commercial custom. The principal shall be required to mark the goods with suitable labels that allow easy and unambiguous identification of the nature and characteristics of the goods and related needs during transportation.

#### **Article 8. TERMS.**

1. DB does not guarantee compliance with delivery terms and, therefore, shall not be responsible for delays in collection and/or transportation and/or delivery, regardless of the cause of such delays or requests by the principal for particular delivery terms even if resulting from the shipping documents.
2. DB does not guarantee delivery terms or certain priorities in the performance of the shipment even if such terms and/or priorities are mentioned in the shipping documents.
3. DB does not guarantee the accuracy of the information received from carriers concerning the dates of loading, unloading, or delivery of goods, as well as the dates of arrival at the destination of the means of transportation.

#### **Article 9. DECLARATION OF INTEREST IN DELIVERY.**

1. DB shall not be required to make the declaration "of interest in delivery" pursuant to Article 22 of the Warsaw Convention of 12.10.29 (and/or of Article 46 COTIF-CIM), nor to declare the value of the goods to the carrier (pursuant to Article 26 CMR, 4.5(a), Brussels Convention, 423 and 952 Code of Navigation, as well as under any other national regulations or international conventions), unless expressly requested to do so in writing and the corresponding surcharge has been paid in advance.

#### **Article 10. INSURANCE.**

1. DB shall not be required to insure the goods entrusted for shipment unless the principal expressly requests so in writing, as well as sufficiently in advance, and DB accepts the corresponding assignment.
2. The insurance cover charges shall be specified in the quotation or requested later, at DB's discretion.
3. In the event that the principal requests so in the manner set forth above, DB shall take out insurance under the general and special terms and conditions of the policies issued by the Insurance Companies selected by the same. Under no circumstances may DB be held responsible with regard to the choice of insurance company and the solvency of the latter.
4. In the absence of express instructions, cover, if any, shall be taken out for ordinary risks only, in the usual forms of insurance on behalf of the party to which it applies or on behalf of others or under subscription.
5. Under no circumstances may DB be considered as an insurer or co-insurer.
6. Should insurance be taken out by the shipper or recipient, the conditions of insurance shall exclude the insurer's right of recourse against DB.

7. DB has no obligation to act to achieve insurance indemnity, to interrupt statute of limitations periods, or to ensure the performance of expert opinion work, unless commissioned to do so for a consideration to be agreed on an ad hoc basis.
8. In the event that the principal has requested damage cover on its behalf, and DB accepts, in the name and on behalf of the principal, to manage the damage with its own insurers, the principal shall assign in writing to DB all of its rights to take action against the insurer for reimbursement of the damage.

**Article 11. DANGEROUS OR PERISHABLE GOODS.**

1. DB will not take delivery for shipment of dangerous goods that may cause injury to people, animals or property.
2. The goods specified **(i)** in the technical instructions of the International Civil Aviation Organization (ICAO), **(ii)** in the dangerous goods regulations of the International Air Transport Association (IATA), **(iii)** in the code of the International Maritime Dangerous Goods (IMGD), **(iv)** in the European Agreement concerning the international carriage of dangerous goods by road (ADR) and **(v)** in any other national or international regulations applicable to the transport and performance of various services relating to dangerous goods are also considered dangerous.
3. Unless previously agreed in writing, DB will not take delivery for shipment of prohibited goods, i.e. goods that are subject to rapid deterioration or decomposition, as well as those listed below: 1. Plants and live or dead animals; 2. Securities, credit securities and negotiable certificates (bills of lading); 3. Currency (bank notes, coins, credit cards and travellers cheques); 4. Other negotiable and non-negotiable securities; 5. Material that can be defined as pornographic or obscene; 6. Arms materials, firearms and small arms; 7. Software containing high-value information; 8. Waste; 9. Political material; 10. Dangerous materials; 11. Food and pharmaceutical products; 12. Narcotic or psychotropic substances; 13. Cigarettes and alcohol; 14. Art objects; 15. Antiques; 16. Metals (gold and silver in any form) and precious stones; 17. Bulky goods, at the discretion of the Forwarder; 18. Documents, bids for participation in public or private tenders, securities, meal vouchers and fuel vouchers; 19. Fragile objects, such as glass, bottles. 20. Architectural models; 21. Goods subject to customs excise duty; 22. Biological tissues and anatomical parts; 23. Watches.
4. DB will also not take delivery, except by specific agreement with the principal, of goods such as animal species within the scope of the *Convention on International Trade in Endangered Species of wild fauna and flora* and related legislation including EEC Regulation No. 3626/82, later amended by Reg. EC No. 338/97 and No. 407/2009, cultural goods or in any case objects of artistic, historical, archaeological, ethnoanthropological, bibliographic, documentary or archival interest or other objects subject to specific protection provisions under the legislation on cultural goods as well as any additional goods whose shipment is regulated by specific legislation.
5. The Principal shall in any case, for each shipment, declare the nature of the goods intended to be entrusted for that shipment, and in particular whether they fall or may fall within the categories of goods mentioned in the preceding paragraphs.
6. Should such goods be entrusted to DB without prior written agreements or on the basis of erroneous, incomplete or untrue indications, including with regard to the nature or value of the goods, DB shall have the right to reject the goods or, if circumstances so require, to sell them or to proceed with their destruction, and the principal and/or shipper shall be liable for all negative consequences and bear all expenses that may arise therefrom.
7. The principal and/or shipper acknowledges and recognises that the shipment of such goods is subject to specific legislation, which differs from one country to another. Therefore, goods shall be entrusted in accordance with the law and in accordance with the provisions established by DB at its discretion.
8. Entrusting dangerous or prohibited or restricted goods without prior arrangements and necessary certifications will forfeit any right of the principal to compensation for damages and/or missed deliveries.
9. In relation to said goods and with reference to any operation that may be necessary, DB may request a further consideration, also calculated on a lump-sum basis pursuant to Article 1740 of the Civil Code, in addition to reimbursement of expenses and damages incurred.

**Article 12. CUSTOMS OPERATIONS.**

1. By entrusting the shipment, the shipper or principal establishes DB as an agent for the purpose of clearing and entering goods through customs.
2. Where necessary, for the purpose of carrying out customs operations, DB (or a person designated by the same) shall be given express authority to do so. The mandate governs the relationship between principal and agent with regard to customs import and/or export operations. The mandate confers on the agent direct representation, unless otherwise agreed or limited by DB. The mandate shall be governed by Articles 1703, et seq. of the Civil Code and 18 and 19, Reg. EU 952/2013 (Union Customs Code).
3. DB shall, in the interest of the principal, perform the customs operations and related ancillary services (which include, but are not limited to, the drafting of declarations, the signing of documents and minutes, and the completion of the formalities necessary and instrumental to the entrusted operations, not excluding the introduction of goods in VAT warehouses, where required or appropriate), conferring on the same all necessary powers in order that no lack of legitimacy be claimed. Excluded from ancillary services are the power of defense to appeal against tax assessment documents or the power to independently propose revisions of the assessment.

4. The principal authorises DB to make recourse to substitutes such as. *(i)* customs professionals that meet the prescribed professional requirements and are duly enrolled in the Register, *(ii)* CAD-registered customs assistance centres and *(iii)* AEO C / S certified parties. The principal authorises the substitutes to act as direct representatives by virtue of the powers and authority conferred by the following mandate. The agent is liable in the choice of appointees and to the extent of the instructions given, pursuant to Article 1717,(II) and (III) of the Civil Code. In the event of recourse to appointees and substitutes from outside its organisation, the agent shall communicate their names and details to the principal upon simple request.
5. The principal shall provide DB in writing with instructions, information, news and cooperation, authorising the latter to act before customs, health, maritime and other authorities to perform the mandate. The principal shall immediately notify the agent of any problems related to the manner in which the assignment is to be carried out or any necessary changes in the manner in which the assignment is to be performed. The principal shall provide DB with all necessary documents and, in particular, those indicating the product type, quantity, preferential or non-preferential customs origin, as well as the customs value of the goods to be entered in the customs declaration. The principal shall warrant that the tax document accompanying the goods is correctly compiled in all its parts and the amount indicated therein corresponds to the price actually paid (or to be paid).
6. The principal shall declare that the imported goods and their packaging *(i)* are in compliance with regard to labeling and *(ii)* do not have false or misleading trademarks, signs or indications of origin or provenance, also pursuant to the Madrid Agreement on the Repression of False or Deceptive Indications of Source, Article 4(49) and (49 bis) or as amended and supplemented, Law 350/2003, as well as Article 16 of Decree-Law 135/2009 or as amended and supplemented.
7. The principal shall notify the presence of royalties or licensing fees (as well as the conditions of exercise and application) relating to the goods covered by the customs declaration, since they may form an integral part of the value of the goods when submitted to customs.
8. The principal shall provide such additional information and documentation as the Tax Authorities or any other authority may request from and/or through the agent.
9. DB shall be authorised to carry out of the task entrusted to the same without exceeding the set limits, performing any necessary act (even though not mentioned here) with promise of ratification and approval.
10. DB shall abide by the principal's instructions, relying on their accuracy and truthfulness.
11. DB shall be authorised to make payments and receive payments on behalf of the principal, issuing receipts and informing the principal of the transactions carried out.
12. The principal shall delegate DB to complete and sign form D.V.1 for all imports with a value exceeding €20,000.00. To this end, the principal declares that *(i)* the information on the constituent elements of the customs value of the goods and the values indicated in the import invoices correspond to the price actually paid or to be paid pursuant to Article 70, Reg. EU 952/2013 (Union Customs Code); *(ii)* there are no restrictions on the transfer or use of the goods imported; *(iii)* there are no links between the principal and the selling companies pursuant to Article 127, EU Implementing Reg. 2447/2015 or as amended and supplemented; none of the elements provided for in Article 71, Reg. EU 952/2013 (Union Customs Code), among those to be added to the price actually paid or to be paid, are to be included in the transactions (excluding transportation and insurance costs when not included in the invoice price).
13. The agent shall not be liable for the consequences of violation or misapplication of laws by the principal or third parties.
14. Any customs duties, fees, taxes, penalties, storage amounts or other charges which DB incurs due to customs or other governmental authority actions or due to failure of the shipper and/or recipient to provide proper documentation and/or obtain the required license or permit shall be charged to the shipper or recipient of the shipment. Should DB decide to make such a charge against the recipient and the recipient refuses to pay the amount, the principal and/or shipper agree to pay said amount along with whatever is due to DB for the activity carried out, as well as any additional costs. Upon DB's request, the shipper agrees to provide appropriate security for each of the fees, taxes, penalties, storage amounts or any other anticipated expenses.

#### **Article 13. REVOCATION AND RENUNCIATION OF THE MANDATE.**

1. Notwithstanding the provisions of Article 1727 of the Civil Code, DB may renounce the mandate conferred on the same at any time, also without just cause.
2. The mandate may be revoked only if DB has not yet concluded the contract of carriage with the carrier.
3. In the event of revocation or renunciation of the shipping mandate, all accrued fees, incurred expenses, and the fair consideration provided for pursuant to Article 1738 of the Civil Code shall, in any event, be paid to DB.

#### **Article 14. IMPOSSIBILITY AND FORCE MAJEURE.**

1. DB shall not be considered to be in breach of contract if the total or partial performance of the assignments received is impossible or prevented by the fortuitous event (which presupposes the sudden inclusion in the agent's conduct of an unforeseeable factor that makes the occurrence of the event inevitable) or by an event of force majeure (and, therefore, resulting from nature or man from whose action there is no escape), such as, but not limited to, robbery, extortion, wars, earthquakes, floods, fires, strikes and lockouts, pandemics, epidemics, terrorism, inclement weather of exceptional magnitude, floods, landslides, storms, inundations, natural disasters, insurrections, occupations, riots and uprisings, explosions, fires or



contamination caused by or due to chemical or radioactive material or the use of nuclear and atomic energy; falling of aircraft, satellites or other objects; disruption of telecommunications or power supply, etc.).

2. Force majeure events shall not suspend the effective periods of the contract, which they shall not affect.
3. DB shall be reimbursed for all expenses incurred due to and as a result of the impossibility to provide the service, as well as its non-performance or suspension due to a fortuitous or force majeure event.

**Article 15. DELIVERY OF GOODS, REJECTED GOODS AND UNTRACEABLE RECIPIENTS.**

1. DB's assignment and liability shall cease with the presentation of the goods on the vehicle in front of the recipient's domicile or in front of a place of unloading that the recipient has indicated in advance. The recipient shall ensure unloading without delay at its own expense and risk.
2. Should the recipient delay or refuse to accept the goods delivered to its domicile, DB shall be entitled to be reimbursed for the increased expenses for vehicle parking, return of the goods to the warehouse, storage, and subsequent redelivery.
3. Unless otherwise instructed in writing, DB may return to the shipper all goods refused by the recipient or which, for any reason, cannot be delivered. The above at the risk/cost of the principal.
4. During storage for any redelivery impediment, the goods shall remain in storage at the risk of the principal without DB being required to insure them. Moreover, DB shall not accept any liability for shortages, failures, etc., as well as for confiscation, auction, destruction or otherwise that may occur to the goods and this according to the laws in force in the country where the goods are stored.
5. The shipper and/or principal shall reimburse and hold DB harmless in connection with any amount or cost due, including those for stopovers of means of transportation, including containers, swap bodies and the like, for return of the goods to the warehouse, storage, and subsequent redelivery.
6. In the event of refusal or untraceability of the recipient, DB, if promptly informed of the storage and entitled to intervene, may take the necessary or appropriate measures for the safekeeping of the goods and their return, acting in the name and on behalf of the principal and/or the shipper, which shall bear the risk of any costs and loss, damage or misappropriation.

**Article 16. LIABILITY AND COMPENSATION LIMITS.**

1. DB only accepts the obligations of the forwarder pursuant to Article 1737 et seq. of the Civil Code and, therefore, shall not be liable for the performance of carriage, but solely for the performance of the mandate received.
2. DB shall not be liable for the actions of carriers, as well as custodians, packers, forwarders, insurers and/or banks, whose services it has requested in the performance of its mandate. DB shall be exclusively liable for negligence committed in the selection of carriers or in the transmission of instructions to the carriers.
3. DB shall not be required to verify whether the carriers and/or other parties indicated in the preceding paragraph and/or the vehicles used by the same have adequate insurance coverage or whether or not the same are certified.
4. DB shall not be required to check nor inform the principal of the existence of legal impediments or those of the authorities concerning the shipment such as, but not limited to, import, export or transit restrictions.
5. DB shall not be responsible for the integrity and adequacy of the packaging of goods entrusted to the same for shipment/carriage and shall not be liable for damage of any kind incurred by unpacked or inadequately or insufficiently packaged goods.
6. In the event of damage to the goods, the commercial value of the same (even if lower than the declared value) at the place and time of completion of the contract shall be considered in order to identify their value.
7. DB shall not accept any liability for information regarding freight rates, duties, taxes, charges, tariffs, etc. The Forwarder shall not be liable for the inaccurate application of freight rates and duties, nor shall it be liable for the consequences of sudden increases in duties or other provisions of the Authority.
8. Without prejudice to the foregoing limits, in the event that DB undertakes to transport the goods with its own means or those of others pursuant to Article 1741 of the Civil Code, the liability of the carrier forwarder shall not exceed the indemnity limit that can be invoked by the carrier under and by the applicable law or uniform legislation. Liability - contractual or otherwise - for delay, loss or damage shall be limited as follows according to the type of carriage:

land	national	Carrier liability shall be conventionally governed by Article 1696 of the Civil Code (applied also in the case of delayed delivery of entrusted goods to their destination).
	international	In the case of carriage of goods by road where the place of receipt of the goods and the contractually agreed place of delivery are located in two different countries, at least one of which is a party to the 1956 Geneva Convention (CMR), DB's liability shall be governed by that convention.
air	national	Where carriage by air is to be performed within the national territory, and in any case where the Warsaw Convention does not apply, the carrier's liability shall be governed by the Code of Navigation and shall not in any case exceed the amount of SDR 15/kg. of lost or damaged goods.

	international	Liability shall be governed by the Warsaw Convention of 1929 or the Montreal Convention (1999), depending on which legislation is mandatorily applicable. The carrier's liability shall not exceed the amount of SDR 17/kg. of lost or damaged goods.
sea	national	Carrier liability shall be governed by the Code of Navigation. The compensation due shall not exceed the amount of €100 per package.
	international	Liability shall be governed by the Brussels Convention of 1924 and may not exceed the amount of SDR 666.67 for each package or unit lost or damaged or SDR 2 for each Kg of goods lost or damaged with the higher limit applying.
rail	national	Carrier liability shall be governed by the provisions of Presidential Decree No. 98 of 10 April 1961, as amended. No compensation due from DB shall exceed the amount of 7.5 euros per kilogram of weight damaged or missing.
	international	The carrier's liability shall be governed by the Bern Convention of 1980 and may not exceed the amount of SDR 17/kg. of lost or damaged goods.
multimodal or mixed	<p>Liability shall be governed by the conditions of the Fiata, Multimodal Transport Bill of Lading and may not exceed the amount of SDR 666.67 for each package or unit lost or damaged or SDR 2 for each Kg of goods lost or damaged with the higher limit applying. In the event that the shipper declares the nature and value of the goods before they have been taken charge of by the Company and the latter has expressly accepted said declaration and the instalment of the ad valorem freight has been paid and the value is shown in the transport document, said value shall represent the maximum limit of DB's liability. In the event that a container, pallet or similar means of transport has been loaded with more than one package or more than one unit of cargo, the packages or other units of cargo expressly declared in the transport document shall be considered as individually loaded in such means of transport. Except for said exclusion, means of transportation shall be considered as a single package or a single cargo unit. If multimodal transportation does not include sea or river routes, DB's liability shall not exceed the amount of SDR 8.33 per Kg. of lost or damaged goods.</p> <p>In the event that the loss of or damage to the goods has occurred on a leg of multimodal transportation for which a contract of carriage has been entered into that provides for the application of national Conventions or laws with different liability limits, DB's liability shall be governed by the terms of said national Conventions or laws.</p>	

In any case, in the event of a conflict between the provisions of this article or in the event of a possible conflict between the applicable legislation, the provision or legislation that contemplates the lower compensation to be borne by DB shall be deemed to prevail.

9. In all cases, DB shall not be liable for compensation for lost profit and consequential damages
10. In all cases, DB's liability shall not exceed that of its foreign agents or correspondents, and this shall be in accordance with the laws, provisions, regulations, and customs in force in the country of said foreign agents or correspondents. Likewise, in all cases, even if appointed as a pure forwarder, DB's liability shall not exceed that of the carrier forwarder within the limits pursuant to Paragraph 8 or that of carriers entrusted according to the laws applicable to the same.
11. In all cases, as a general rule, DB's liability shall always be limited to the consideration received for the shipment to which the damage relates, less expenses, freight and compensation to third parties.
12. The limitations provided for DB's liability shall not apply in cases of malice or gross negligence and in cases where this conflicts with mandatory domestic or international regulations.

**Article 17. STORAGE.**

1. Storage of the goods shall be at DB's discretion on its own premises or those of third parties (private or public).
2. The storage consideration shall be agreed upon case by case. If not agreed upon, for the determination of the consideration reference shall be made to rates, local and general customs, and the storage is never considered free of charge.
3. Should DB store the goods in third party storage, the conditions applied by the third party custodian shall be applied to the principal.
4. DB may withdraw from the storage contract with **15 (fifteen) days'** notice. Withdrawal may be without notice if the stored goods are likely to cause harm to other goods, persons or property.
5. The liability of DB, as custodian, shall be limited to cases of gross negligence and/or malice.
6. Any inspection or handling of goods in storage shall take place with the paid assistance of DB.

7. Should DB have reason to believe that its claims are not covered by the value of the goods, it shall be authorised to set the principal a time limit within which to cover the claims. Should the principal fail to do so, DB shall have the right to sell the goods and make recourse to the proceeds or to destroy the goods at the expense of the principal, without recourse to the Judicial Authority.

**Article 18. STATUTE OF LIMITATIONS.**

1. Notwithstanding the mandatory nature of the provisions of Article 2951 of the Civil Code regarding the period of limitation of rights, the ordinary statute of limitations or the statute of limitations provided for with reference to credit rights shall be applied to repayment of amounts that DB has paid to public or private entities by virtue of the performance of the tasks entrusted to the latter.

**Article 19. CONVENTIONAL FORFEITURE.**

1. Any disputes, requests, claims and/or demands that the principal intends to bring against DB with regard to fulfillment of the contract and/or its inexact performance, including with regard to losses, failures and/or delays, shall be brought to DB's attention by certified email or by registered letter with return receipt within **7 (seven) days** of the date of the event.
2. The expiry of the aforementioned period of time, without the above-mentioned communication having been made in the manner specified above, shall result in the forfeiture of any right to complain.

**Article 20. INDEMNITIES.**

1. The principal shall hold DB harmless from any disbursement required of the same should the carriers or sub-carriers appointed take action for payment of the considerations due for the carriage entrusted to them.
2. The principal and/or the shipper shall be required to hold DB harmless from claims for payment of freight, duties, taxes, spoilage contributions, fines or other amounts claimed against the same in its capacity as having the availability or being the holder of goods on behalf of third parties.
3. The principal and/or shipper shall indemnify DB against any disbursement resulting from the omission, inaccuracy or imprecision of shipping instructions as well as the lack, insufficiency or inadequacy of packaging or the failure to indicate on packages the necessary precautions for their handling and lifting.
4. With regard to customs operations, the principal shall hold DB (as well as its agents, substitutes and sub-contractors) harmless from any liability or disbursement (including expenses, charges and costs including legal fees), generated due to causes attributable to the principal, for having provided the agent with incomplete or untrue data or documents, for violating laws and regulations, for improper handling of the VAT accounting related to the procedure of the tax warehouse itself, and from any delay or impediment to the release or re-credit of the surety bond provided at customs, according to the provisions of the Customs Agency.

**Article 21. SIGNING OF TRANSPORT DOCUMENTS.**

1. The principal, as shipper, grants DB a mandate with representation to complete and sign, in the name and on behalf of said shipper, the transport documents as well as the CMR waybill, including in electronic form, in performance of the contracts and shipping orders that will be finalised for the same in compliance with the Convention and the protocols and/or regulations applicable thereto and also with reference to the "electronic CMR" (Additional Protocol to the CMR Convention of 20.2.2008).
2. Compilation shall take place based on the instructions provided to DB in a timely manner by the principal and/or shipper which shall bear all the related liability and which shall hold DB harmless from any related disbursement.

**Article 22. ESTOPPEL CLAUSE AND PRIOR WAIVER OF OFFSETTING.**

1. Under no circumstances may the party liable for payment avoid or delay or suspend payment of that due to DB or raise objections in order to avoid or delay or suspend its performance.
2. The principal waives in advance the offsetting of any receivables due from DB.

**Article 23. EXPRESS TERMINATION CLAUSE.**

1. DB may terminate the contract, pursuant to Article 1456 of the Civil Code, in the event of a delay of more than **10 (ten) days** in the payment of amounts due.

**Article 24. RIGHT OF RETENTION.**

1. DB has, vis-a-vis the principal, the shipper, and any other party entitled to the goods, the right of lien and retention pursuant to Article 2761 of the Civil Code of the goods and other property in its possession in connection with overdue or maturing receivables, and may also claim such right vis-a-vis the recipient and/or owner of the goods.

**Article 25. LANGUAGE.**

1. In the event of translation of the contracts or of these conditions into other languages, the Italian text shall prevail.



**Article 26. APPLICABLE LAW AND JURISDICTION.**

1. Italian law and, in particular, Articles 1737 et seq. shall apply to contracts.
2. Any dispute regarding the interpretation, performance or termination of the contracts, and/or any dispute connected or related thereto, shall be subjected exclusively to Italian jurisdiction and in particular to the Court of Treviso.

**Article 27. AMENDMENTS.**

1. All amendments, supplements and consensual termination of contracts shall be in writing.

**Article 28. COMMUNICATIONS.**

1. Any communications regarding contracts and the exercise of rights related thereto shall be in writing.
2. Any communications shall be made in a manner that allows for verification of receipt by the recipient (by certified e-mail or registered letter with return receipt) and be also sent in copy by e-mail.

**Article 29. CONFIDENTIALITY AND PRIVACY.**

1. The parties undertake to keep confidential any confidential information they become aware of during the performance of the contract or by reason thereof, including in relation to the rates applied.
2. Confidential information means all information acquired by the parties and, in particular, but not limited to, personal, business commercial, accounting, technical and administrative data of the parties, suppliers, employees and professionals related to said parties, contracts, projects, technical drawings, documents, financial or commercial data, regardless of whether such information is indicated as confidential at the time of disclosure.
3. Confidential information may be acquired in any form and without limitation (oral, written, or graphic).
4. Under no circumstances may information be considered confidential if it is in the public domain or becomes so by an act or conduct not prohibited for the other party; was already known to the other party; was expressly classified as non-confidential; was acquired independently of the Contract; or is disclosed by a person who is not bound even indirectly by an obligation of secrecy.
5. Confidential information disclosed by subsidiaries, consultants, collaborators, agents, employees, or representatives of the parties is also governed by this provision.
6. In particular, the parties undertake **(i)** not to disclose and/or otherwise make confidential information known to third parties; **(ii)** to take the necessary precautions and security measures, according to the best standards, in order to keep information confidential, as well as in order to prevent its misappropriation and manipulation; **(iii)** to strictly comply with current privacy and data protection legislation.
7. The parties may not use, transfer, reproduce and copy confidential information.
8. The parties shall use the confidential information only for the agreed purposes and shall not disclose the same to third parties other than workers, directors, officers, employees, agents, collaborators, professional consultants, and contractors who require knowledge of the same for purposes other than the performance of the contract.
9. No contract provision shall be construed as granting any right under any patent, copyright, or other intellectual or industrial property right, nor as granting any right to confidential information, other than the limited right to use such information for the purposes of the contract.
10. Upon expiry of the contract and/or in the event of its termination, for whatever reason, the parties undertake to mutually return to each other the originals and all copies of documents, on whatever medium created, containing or referring to the confidential information.
11. The parties also undertake to delete or destroy any transcripts and/or recordings made (on any medium) of the confidential information.
12. The obligations under this provision shall be effective as of the date the contract is signed and for a further **3 (three) years** From the termination of the same, for whatever reason.
13. The obligations shall apply in perpetuity with respect to information concerning intellectual and industrial property rights.

**Article 30. LEGISLATIVE DECREE NO. 231/2001. ORGANISATIONAL MODEL AND CODE OF ETHICS.**

1. The principal declares to be aware that DB, pursuant to Legislative Decree No. 231 of 8 June 2001 (hereinafter the "Decree") has adopted an organisational, management and control model (hereinafter the "Organisational Model") and a code of ethics (hereinafter the "Code of Ethics"), the latter of which is also available at DB's registered office and online at the following link [Corporate Social Responsibility | D.B. Group \(dbgroup.net\)](#). The principal also declares to be aware of the provisions of Legislative Decree 231/2001, as well as the contents of the Code of Ethics adopted by DB.
2. The principal undertakes, in the performance of all services regulated by these General Conditions, as well as in all relations with DB, to comply with and apply and ensure its employees and collaborators comply with the provisions of the Decree and the principles of the Code of Ethics, and not to engage in any commissive or omissive conduct likely to constitute unlawful conduct

and, in particular, the crimes referred to in the Decree - regardless of the actual perpetration of the crime or its punishability - as well as to act in compliance with the rules and principles of the Decree itself and the Code of Ethics.

3. The principal undertakes, for itself and its employees and collaborators, to cooperate at all times with DB and the current members of its Supervisory Board, whether they act as individuals or as a collegiate body, responding to requests received from the same, aimed at preventing the commission of the crimes referred to in the Decree or violations of the Organisational Model and/or Code of Ethics.
4. Violation of even only one of the provisions of this Article 30 shall constitute a serious breach by the principal of the obligations governing the relationship and shall entitle DB to terminate any existing contractual relationship with the principal with immediate effect, pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to DB's right to compensation for all damages that may have been incurred. The principal declares to indemnify and hold DB harmless of any charges, expenses, costs, penalties, or damages that may be incurred by DB as a result of the principal's violations.

#### **Article 31. CYBERSECURITY.**

1. In the event that the principal's access to the company's IT systems is envisaged, said principal undertakes:
  - to put in place in conduct designed to protect DB's corporate assets from abuse, improper and unauthorised use, and negligent and careless conduct, including by individuals related to the same or by third parties;
  - to treat as confidential information any data it becomes aware of in the course of using IT systems;
  - to use the systems for the sole purpose of performing the contract, refraining from fraudulent conduct and/or the pursuit of personal interests unrelated to those for which the contract was entered into;
  - to comply with data protection legislation;
  - to allow DB, including through third parties, to verify compliance with these provisions (so-called right of audit).

#### **Article 32. GENERAL PROVISIONS.**

1. Any overall understanding between the parties shall consist of the contents of the contract (shipping/carriage order and related order confirmation), their respective attachments, any additional shipping/carriage orders and - where not expressly waived in writing - these general terms and conditions, which shall prevail over any general terms and conditions of the principal/shipper.
2. The parties undertake to retain all documents related to the shipping contract and its performance for **5 (five) years** and to make them available to the other party within **10 (ten) days** of the request.
3. Each party may not use the other party's trade name, trademark, logo and any other distinctive sign for commercial and/or advertising purposes without written permission.
4. The shipping contract does not create any employment, corporate or, in general, partnership relationship between the parties.
5. The parties do not exercise any managerial or hierarchical power over the other party's employees and/or contractors.
6. Each contract cancels and supersedes any previous verbal and/or written agreement between the parties.
7. The invalidity and/or ineffectiveness of one or more clauses of the contract shall not imply the invalidity or ineffectiveness of the entire contract.
8. Failure to exercise a right or faculty arising from the law or from the contract concluded between the parties shall not be construed as a waiver of the exercise thereof.

Pursuant to the provisions of Articles 1341 and 1342 of the Civil Code, the following provisions are specifically approved: Art. 3 (obligation of confidentiality in relation to the rates offered), Art. 7 (responsibilities of the principal), Art. 8 (non-essential nature of the terms), Art. 10 (exclusion of the right of recourse), Art. 13 (revocation and renunciation of the mandate), Art. 14 (impossibility and force majeure), Art. 16 (limitations, including quantitative limitations on the shipper's liability), Art. 17 (right to withdraw from storage), Art. 19 (conventional forfeiture) Art. 20 (indemnities and acceptance of liability), Art. 22 (estoppel clause and waiver of offsetting), Art. 23 (express termination clause), Art. 24 (right of retention), Art. 26 applicable law and waiver of territorial jurisdiction, Art. 29 (confidentiality obligation), Art. 30 (Legislative Decree No. 231/2001. ORGANISATIONAL MODEL AND CODE OF ETHICS and express termination clause), Art. 31 (right to audit), Art. 32 (document retention).