

GENERAL TERMS AND CONDITIONS

CARGO CARRIERS SRL

1. Definition

Cargo Carriers S.r.l. is a Freight Forwarder.

For the purposes of the present General Conditions "Freight Forwarder" means the party entrusted to arrange with the contract of carriage in the name and on behalf of the Principal under art. 1740 of the Italian Civil Code and to take care of all ancillary operations. Any logistic activity as well as any agency service shall fall and shall be construed within ancillary operations to the freight forwarding activity. It is also intended that the Freight Forwarder shall never be responsible for the performance of the carriage and shall never act as a carrier.

For the purposes of the present General Conditions, the "Principal" is the client of Cargo Carriers S.r.l. and/or the company entrusting Cargo Carriers S.r.l. to arrange the contract of carriage.

2. Recitals

2.1. Unless it is explicitly agreed in writing between the parties, these General Conditions shall govern obligations arising from contracts entered into by the Freight Forwarder as well as obligations arising from acts or facts of employees or agents of the Freight Forwarder.

2.2. The liability of the Freight Forwarder shall also be defined by these General Conditions as well as art. 1737 of the Italian Civil Code.

2.3. The Freight Forwarder shall never undertake to perform nor perform directly the carriage with its own means. As such, also in case of issuing of HBL, if and when requested by the Principal, the liability of the Freight Forwarder shall always be defined by art. 1737 of Italian Civil Code.

2.4. These General Conditions are published online on the web site: <https://www.cargocarrier.eu/>

2.5. Further special conditions, also depending on the means of transport performing the carriage, could be stated in the quotations. In the event of any conflict between these General Conditions and those indicated in the quotations, the terms and conditions indicated in the latter shall prevail.

2.6. These General Conditions do not imply any waiver to any right by the Freight Forwarder and they cannot give rise to a more extensive liability than that to which he would be subject pursuant to any legislation or regulation applicable in addition to these Conditions.

2.7. These General Conditions are drafted in English only.

3. Paramount Clauses

3.1. The Principal explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with the Freight Forwarder and to all the actions and claims against him. By entrusting the shipment to the Freight Forwarder, the terms and conditions stated herein and on the confirmation order are fully understood and integrally accepted, even in defect of formal acceptance in writing, even for those clauses which should be expressly accepted by the Principal according to art. 1341 of the Italian Civil Code.

3.2. The Principal expressly authorizes the Freight Forwarder, either through the signing of a specific mandate/power of attorney or simply accepting the booking and appointing the Freight Forwarder for the service, to act in his name and on his behalf for the performance of the obligations arising out of the freight forwarding contract. As such, the Principal is aware that the contract of carriage will bind the Principal himself and not the Freight Forwarder.

3.3. The appointment of the Freight Forwarder implies full acceptance of the present General Terms and Conditions.

4. Duties of the Freight Forwarder

4.1. The mandate shall normally be issued in writing. The Freight Forwarder shall perform with utmost diligence. The Freight Forwarder shall always act as Freight Forwarder and never as Freight Forwarder acting as carrier.

4.2. The Freight Forwarder shall always comply with the instructions received from the Principal. The Principal shall always inform the Freight Forwarder in case of shipment and/or carriage related to dangerous goods potentially liable to cause prejudice to persons, animals, environment, other cargo or things. Dangerous goods will include but will not be limited to, the goods classified as dangerous by the IATA, IMO, ICAO regulations or provided by the ADR/RID regulations.

4.3. In case the instructions of the Principal about the kind, nature or value of the goods are wrong, incomplete or false, the Freight Forwarder shall have the right to terminate the contract or, where necessary, to refuse, deposit or dispose of the goods or even destroy them in case of danger. The Principal shall always be liable for any consequent damage and cost occurred.

4.5. The Freight Forwarder may ask for a lump sum payment under art. 1740 of the Italian Civil Code and in this case the Freight Forwarder will operate as such and shall not be intended as Freight forwarder acting as carrier. Unless otherwise expressly agreed between the parties, the insurance coverage over the goods shall not fall within the obligations of the Freight Forwarder.

5. Quotation

5.1. The quotation is always made at VATOS conditions (Valid at Time of Shipment) and is based upon existing rates, remunerations, freight charges, currency rates and estimated dates, which are in force at the time when the offer is communicated to the Principal. Should one or more of these elements be varied, the prices offered shall be adapted

accordingly and retroactively. The Freight Forwarder shall at all times be entitled to charge to the Principal all and any amounts charged to him by third parties as a reedit of improperly calculated freights, costs and rates. The Freight Forwarder is therefore not responsible for any revisions of the economic offers.

5.2. In addition, the rate will also be subject to revision in the event of currency fluctuations plus a +/- 5% in the period between the time the offer was made and the time the work is performed.

5.3. Unless explicitly mentioned in the offer, the quotation does not include special charges, such as but not limited to, insurance premiums, charges at origin and destination, Customs or other government bodies' inspection, duties and taxes, postage or legalization expenses, heavy lift charges, port storage and Demurrage & Detention. Any such fees will be charged extra.

5.4. The Freight Forwarder is not liable for the incorrect charging of freight, customs duties, levies, etc. for which he is not himself responsible. On presentation of the appropriate vouchers, the Principal is required to effect immediate payment of additional amounts for freight, customs duties, levies, etc. which were originally too low.

6. Time of delivery

6.1. Except for a special agreement in writing concluded before the commencement of the carriage, the Freight Forwarder shall neither be responsible for time limits of loading and discharging of the consignment nor for a particular turn in dispatch of the consignment by the same mode of transport. A specific indication of the consignment, e.g. as "exhibition goods", does not qualify it for a priority dispatch unless such priority has been explicitly agreed upon.

6.2. The Freight Forwarder shall not be liable for variations in transit times of means of transport and in general for any delays in delivery times.

7. Declarations and warranties by the Principal/Shipper

7.1. The Principal warrant and declare:

- that the information and instructions given to the Freight Forwarder to perform his obligations are true and correct;
- that the shipment has been correctly and accurately described in every document.
- that the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight, volume and dimension of the packages and any other information given is true and correct.
- that the goods shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight Forwarder.
- that he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance to the instructions given to the Freight Forwarder.

7.2. The Principal explicitly declare to hold the Freight Forwarder harmless from any damage, claim or cost at any title arising from:

- the breach of the warranties above mentioned;
- the lack, insufficiency or inadequacy of packing;
- the lack of information on cargo.

7.3. In any event, if the Freight Forwarder, as a result of incorrect or wrong information, has undertaken to ship goods which by their nature cannot be accepted or can be accepted only under special conditions by the carriers, i.e. goods of exceptional weight and volume, or whose traffic is subject to control regulations, such as, for example, narcotic, explosive, inflammable, corrosive, radioactive or mephitic substances, the contract shall be deemed to be null and void. The Freight Forwarder shall be kept indemnified and harmless by the Principal from any prejudice.

8. Ancillary operations

8.1. Upon request of the Principal, the Freight Forwarder may carry out logistics and/or warehousing services for goods by entering into contracts, in the name and/or on behalf of the principal, with a third-party operator.

8.2. The Freight Forwarder may also act as agent for tank operators, signing their HBL, when issued, on their behalf.

8.3. The liability of the Freight Forwarder shall always be governed by article 1737 of the Italian Code Civil.

9. Conditions of payment and advanced payments

9.1. Unless otherwise agreed between the Parties, the fees due to the Freight Forwarder are due at the time the relevant invoice is issued by the Freight Forwarder. Delay in payments make delay interest accrue instantaneously under art. 4, par. 1, of the Legislative Decree no. 231/2002.

9.2. It is in the mere faculty of the Freight Forwarder to concede delayed or deferred payments conditions on behalf of the Principal. The Freight Forwarder is entitled to immediately revoke the benefit of a favorable term of payment granted to the Principal in case, at any time and at Freight Forwarder's sole discretion, the relationship of trust with the Principal has ceased and/or the guarantees of solvency of the Principal have failed or lowered and/or in any of the cases provided by art. 1186 of the Italian Civil Code.

9.3. The Principal shall refund any sum and expenses paid by the Freight Forwarder on behalf and in the interest of the Principal.

9.4. Unless otherwise agreed, no set-off between amounts due to the Freight Forwarder and amounts claimed by the Principal will be allowed.

10. Right of retention

10.1. The Freight Forwarder shall have a lien on the goods covered by the freight forwarding contract and by all other contracts entered into with the Principal also in derogation of the provisions stated by art. 2761 of the Italian Civil Code as amended by art. 30-bis, paragraph 1, letter e), legislative decree no. 152 dated November 6, 2021, converted with amendments into law no. 233 dated December 29, 2021. In the event of a claim arising from the payment of customs duties on behalf of the principal, the Freight Forwarder may exercise the right of retention pursuant to art. 2752 of the Italian Civil Code.

10.2. However, the Freight Forwarder shall have a general lien on the goods handed over to him or which otherwise come into his possession for the outstanding sums owed to him in respect of all business transactions with the Principal.

10.3. If payment has not been effected within a time limit set by the Freight Forwarder with the threat to dispose of the goods, the Freight Forwarder shall be free, without further formalities, to sell the relevant goods at the best obtainable price.

11. Delay or refusal to load or receive goods

11.1. The Principal and/or the Shipper shall refund and hold the Freight Forwarder harmless from any sum or cost due, including demurrages for means of transport and equipment, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.

11.2. In case of refusal or non-traceability of the Consignee, the Freight Forwarder shall ask the Principal and/or the Shipper for the proper instructions. The Freight Forwarder is allowed to adopt the necessary and appropriate measures for the custody of the goods and its return. The Principal is liable for the relevant costs and in case of total/partial loss or damages to the goods. The Freight Forwarder shall be held harmless and indemnified by the Principal from any prejudice.

12. Liability

12.1. The Freight Forwarder acts only as a forwarding agent under art. 1737-1740 of the Italian Civil Code. The Freight Forwarder shall therefore never be liable for the performance of the carriage. The Freight Forwarder shall never be liable for any additional costs accrued by the goods for the performance of the transport.

12.2. In case the Freight Forwarder undertakes to act as a carrier, his liability shall not exceed the limits of liability provided to Carrier under the relevant international law applicable to each shipment or under the relevant national law applicable to each carriage or shipment, including Italian law, and in any event the limits of liability cannot exceed the limits granted to the actual carrier.

In particular, in case of international shipments, the following international Convention shall apply:

- For carriage by road: Convention on the Contract for the International Carriage of Goods by Road signed on 19/05/1956 ("CMR");
- For carriage by sea: Convention of Brussels signed on 25/08/1924 (The Hague Rules) and Visby Protocol dated on 23/02/1968 and also the Protocol of 1979 ("Brussels Convention");
- For carriage by air: Convention for the unification of Certain Rules for the International Carriage by Air signed on 28/05/1999 ("Montreal Convention");
- For carriage by rail: Convention signed on 1890 in Bern, CIM rules dated on 09/05/1980, Protocol dated on 1990 and Vilnius Protocol dated on 03/06/1999 or the SMGS for the part of the carriage by rail that takes place in a signing country of the SMGS.

12.3. The Freight Forwarder shall never be responsible for any delays in the performance of the carriage.

13. Hold Harmless Clause

13.1. The Principal shall hold the Freight Forwarder fully harmless from any claim for freight, customs duties, taxes, compensations for deterioration to the goods, fines, delays and any other sum charged at any title to the Freight Forwarder by any party, including costs for -but not limited to- demurrages, detentions and storages.

13.2. The Principal shall protect, indemnify and hold harmless the Freight Forwarders and its officers, directors, employees, agents and representatives from and against all claims arising out of the execution of the freight forwarding activity and, in general, from any losses that are suffered by the Freight Forwarder in performing its activity.

14. Indirect damages

Irrespective to and in derogation of articles 1223 and following of the Italian Civil Code, the Freight Forwarder shall never be liable for indirect and consequential damages (such as, but not limited to: income losses, penalties, loss of profits or damages arising from delays in performing the carriage).

15. Claims

15.1. Any claim against the Freight Forwarded must be submitted in writing and sent to the Freight Forwarder strictly within the deadlines and time-bar stated by art. 2951 of the Italian Civil Code.

15.2. The Principal shall address any claim for cargo damage or loss to the Carrier. The Freight Forwarder will provide full cooperation in the management of the claim.

15.3. Notices of claim addressed to the Freight Forwarder will not have any effect on any time bar elapsing against the Carrier and/or its servants/agents, to which the Principal and/or any entitled party shall send notices directly and at their own responsibilities.

16. Insurance

16.1. The Freight Forwarder shall arrange transport insurance only at the express written request of the customer and prior of taking over the goods / shipment.

16.2. The function of the Freight Forwarder is limited to the procurement of suitable transport insurance. If the instructions of the Principal are simply to arrange for transport insurance, the Freight Forwarder shall take out transport insurance "against all risks".

16.3. In case the Principal directly arrange for the insurance coverage over the cargo, the relevant insurance policy shall explicitly embody a waiver by the Insurer of his right of recovery against the Freight Forwarder.

16.4. Unless the Principal has not explicitly instructed the Freight Forwarder to do so, the latter shall not commence legal proceedings in order to seek recovery from the Insurer, interrupt time bars, follow developments of the survey.

17. Liability insurance

17.1. The Freight Forwarder, if requested in writing, shall inform the Principal with its liability insurance coverage and, in particular, with the limits of coverage.

17.2. The Principal expressly accepts these limits, which shall constitute the maximum amount payable by the Freight Forwarder, irrespective also to the limits provided by national and international law, in the event of any liability.

17.3. The Principal may request the Freight Forwarder to increase the above policy limits upon payment of an extra fee.

18. Force Majeure

18.1. The Freight Forwarder shall be absolved of all liability in the event of loss or damage which occurs as a result of circumstances beyond the control of either the Freight Forwarder or his sub-contractors and/ or whose consequences they are unable to avert.

It is therefore presumed that in the presence of one or more of these events the conditions of Force Majeure are fulfilled:

- a) act of God;
- b) war (whether declared or not), warlike or belligerent acts or operations, hostilities or the imminence thereof, act of public enemies, terrorism or terrorist acts, embargoes, civil commotions or riots;
- c) restraint of princes, rulers or people, or compliance with any compulsorily applicable law or governmental directive
- d) plaque, pandemic, collateral effects and related orders from Authorities;
- e) natural disaster or extreme natural event
- f) defects, nature or inherent vice of the goods;
- g) acts, breaches of contract, omissions by the Principal, the Shipper or by the Consignee or by anyone else who may have an interest in the shipment, by the State Administration, Customs or Postal Authority or any other competent Authority;
- h) general declared strikes, invasion, rebellion or sabotage;
- i) strikes, lockouts or work conflicts;
- j) interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services;
- k) General average.

The Freight Forwarder shall use its best efforts to mitigate the effects of such Force Majeure events.

19. Data protection and confidential information

19.1. Information concerning the Principal and contained in Freight Forwarder 's files is communicated only to services and organizations that are explicitly authorized to receive it. In accordance with the applicable data protection regulation, the Principal may be granted with the right to access, to change, correct and delete information concerning him.

19.2. All Confidential Information shall be kept confidential and shall not be disclosed or permitted to be disclosed to any third party without prior written authorization from the other Party or unless otherwise required by law. For purposes of this provision, Confidential Information shall include, but not be limited to, technical information including computer software and systems, report formats, pricing and financial information, and management information systems

20. Place of Jurisdiction and Applicable Law

20.1. The present contract is governed solely by the Laws of Italy, which shall apply also for any aspect of the contractual or in tort relationship with the Principal or any other entitled party which is not specifically regulated through the provisions of the present contract.

20.2. In case of any dispute arising out of, or in connection with, the interpretation, the stipulation or the performance of the present contract, the Court of Genoa shall have exclusive jurisdiction, with express exclusion of any other Court that could be competent on the basis of the rules of the Italian Code of Civil Procedure. The Court of Genoa shall have exclusive jurisdiction also in case of joinder and/or writ of summons served to formulate against the Freight Forwarder demands for condemnation to guarantee the plaintiff from requests received from third parties.

20.3. However, the Freight Forwarder may also bring court proceedings to enforce its claims at the place or residence of the Principal and/or debtor.