

Raben Italy S.r.l.

Società a Socio Unico
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Capitale Sociale interamente versato Euro 2.000.000
Cod. Fisc. / P. IVA / Reg. Imp.: IT09722040152 / SDI: T04ZHR3
Albo Trasp. MI 0850424 G, Elenco Spedizionieri Nr. 672,
R.E.A. Milano: MI 1313010, R.E.N. M0027537

Organizzazione con sistema di gestione certificato Norma di Riferimento UNI EN ISO 9001:2015
per attività riportate nel certificato n° 2707

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freight logistics

GENERAL SHIPPING CONDITIONS

Introduction. These General Terms and Conditions govern (unless otherwise established by written agreement and expressly between the parties) the obligations arising from the contractual relationships entered into by the Freight Forwarder and from acts or facts put in place by employees, agents and agents of the latter; these General Conditions also define, to the extent and in the manner provided, the liability of the Freight Forwarder. **2. Definitions.** In these General Terms and Conditions, the following terms have the meaning specified below: a) Freight forwarder: the person who receives the dispatch mandate for the stipulation of the transport contract and/or for the performance of one or more ancillary operations. b) Freight forwarder-carrier: the person who physically performs all or part of the transport, or assumes (as a result of an ad hoc agreement) the execution of the same. c) Mandate: the person who gives the dispatch mandate for the stipulation of the transport contract and/or for the performance of one or more ancillary operations. d) Sender: the person who is the sender or shipper under the transport contract stipulated by the freight forwarder. e) Carrier: the person who physically performs or assumes the execution of the transport. The term Freight Forwarder is also intended to refer to the Freight Forwarder-Carrier, unless the provision makes a distinction between the two cases. The term Freight Forwarder-Carrier, on the other hand, is always intended to refer specifically and exclusively to the case referred to in letter b) above. **3. Scope.** The Mandating Party expressly accepts, whether acting on its own behalf or acting for others in the stipulation of the shipping and/or transport contract, that these General Terms and Conditions have and are fully and unconditionally applicable to all contractual relations with the Freight Forwarder, as well as to all actions and complaints, including those of a non-contractual nature, against the latter. **4. Assumption/acceptance of assignments.** The Freight Forwarder, as a result of the mandate received, usually in writing, will stipulate the transport contract as well as carry out the ancillary operations, acting with the necessary discretion, with the right to carry out the shipment of the goods by grouping them with another (unless otherwise ordered in writing) always operating with the utmost diligence, acting as a freight forwarder and not as a carrier freight forwarder. The Freight Forwarder, unless previously agreed in writing, does not accept the carrying out of shipping and/or transport activities relating to dangerous goods, which may be detrimental to people, animals, other goods or things, or are subject to deterioration, are unpackaged or provided with insufficient/inadequate packaging, as well as valuables, coins, precious goods, works of art. By way of example and not exhaustively, dangerous goods are defined as goods classified as dangerous by IATA, IMO, ICAO, or contemplated in the ADR/RID regulations. If such goods are entrusted to the Freight Forwarder without the Forwarding Agent's prior consent, or the Forwarder accepts the mandate on the basis of incorrect, incomplete or untrue information as to the nature or value of the goods, the Freight Forwarder shall have the right to terminate the contract or, if circumstances so require, to refuse, store or otherwise dispose of the goods, or even, in the event of danger, to proceed with their destruction, and the Mandating Party and/or the Sender are required in this case to respond for all harmful consequences and expenses that may arise for various reasons. The Freight Forwarder may request fees calculated on a flat-rate basis pursuant to Article 1740 of the Italian Civil Code, acting in this case as a freight forwarder and not as a freight forwarder-carrier. **5. Delivery terms.** The Shipper does not guarantee compliance with delivery terms, and therefore cannot be held responsible under any circumstances for delays in the pick-up and transport and/or delivery of any shipment regardless of the cause of such delays or from the Mandating Party's requests for particular delivery terms even if resulting from the shipping documents. **6. Representations and warranties of the Principal/Sender.** The Mandating Party and the Sender guarantee and therefore declare: - that the shipment has been correctly and accurately described in all transport documents; - that they have taken note of the goods or goods that the Freight Forwarder has declared unacceptable for transport, and that they have not been included in the shipment; - that the nature of the goods, the number, quantity, quality, content of the packages, gross weight (including the weight of packaging and pallets and their size), the dimensions and any other information provided are true and correct; - that the packaging and labelling used, in relation to the goods contained and the mode of transport, are considered suitable.

The Mandating Party and the Sender expressly declare to indemnify and hold the Shipper harmless from any damage, claim or expense of any nature that may derive from the violation of the guarantees indicated above, as well as from the lack, insufficiency or inadequacy of the packaging, or from the failure to indicate on the goods and packages the precautions necessary for their handling and lifting. If the Freight Forwarder is entrusted with the mandate to carry out and take care of customs operations, the Mandating Party and/or the Sender guarantee that the documentation accompanying the goods is authentic, complete and free of irregularities and that the goods strictly correspond to the type described, comply with the regulations in force, are for free export/import and are in compliance with the marking.

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The Mandating Party and/or the Sender are also required to provide in good time all the information, data, customs codes, item and customs classification of the goods and all the documents necessary to carry out customs operations. In addition, the Mandating Party and/or the Sender authorize the shipper to manage all the data of the shipment, possibly also of those data that may have the nature of so-called sensitive data, in order to allow the shipper to process all the paperwork, of an administrative and/or operational nature, that may be necessary to carry out electronically in order to guarantee the best assistance to the shipment. **7. Freight Forwarder's quotations** The Freight Forwarder's quotations and the agreements relating to prices and conditions refer only and always to specified services and do not include, unless otherwise agreed, additional costs resulting from operations carried out outside normal working hours. Unless otherwise agreed, they shall be deemed binding only for goods of normal volume, size, weight and quality, in relation to the mode of transport intended. **8. Advances and credits from the freight forwarder.** If, as a result of the existing agreements, the Shipper advances freight, transport fees, container rental, duties and expenses and other sums, for any reason, the Mandating Party and/or the Sender are required to pay the amount due for such advance, interest for any delays and any losses due to changes in the exchange rate between currencies. The Mandating Party and/or the Sender are required to fully indemnify the Shipper from requests for payment of freight, duties, taxes, damage contributions, fines or other sums for any reason requested from the Shipper. If the sums and fees due to the Shipper are charged to the consignee or third parties, the Mandating Party and/or the Sender remain required to pay them immediately if for any reason the Shipper does not receive timely and spontaneous payment of the sums due to him. Unless otherwise agreed, no sum due to the shipper may be offset against other sums claimed by the Sender and/or Principal, for any reason. **9. Right of retention** The Shipper has, vis-à-vis the Mandating Party, the Sender and any other party with whom it contracts, a privilege and right of retention over the goods and other goods in its possession in relation to overdue or expiring receivables, and may also claim this right against the consignee and/or owner of the goods. **10. Operational exceptions:** delay or refusal to load or receive the goods The Sender and/or the Mandating Party are required to reimburse and hold harmless the Shipper in relation to any sum or cost due, including those for stops of means of transport, including containers, swap bodies and the like, for the return of the goods to the warehouse, for storage and subsequent return. In the event of refusal or unavailability of the recipient, the Shipper, if promptly informed of the stock and entitled to intervene, may take the necessary or appropriate measures for the custody of the goods and their return, acting in the name and on behalf of the Mandating Party and/or the Sender, who bears the risk of any losses, damage or theft. **11. Liability** 11.1 The Freight Forwarder is not responsible for the execution of the transport but exclusively for the execution of the mandate received, as well as any ancillary obligations. 11.2 The liability of the Freight Forwarder-Carrier, when foreseen and attributable to him, in relation to any damage and claim for compensation arising from the shipping and/or transport operations entrusted, including any technical stops, may not exceed the limit compensation that can be invoked by the freight forwarder and/or the carrier on the basis of and by effect of the uniform legislation applicable to each **12. Tariff adjustment.** In the event of an increase after the date of this Agreement in the costs directly related to the performance of the Services, the Service Provider may propose new conditions of cooperation, including new charges for the Services and/or new billing conditions. If the Client refuses such adjustments or if the parties fail to agree on other alternative terms of the Client's participation in the sharing of these increased costs within 30 days from the date on which Raben Italy proposed new terms and/or costs to regulate the continuation of the collaboration, the Service Provider shall be entitled to terminate the agreement with 15 days' notice from the aforementioned date. Until the expiry of the notice period, the previous terms and conditions of cooperation shall apply.

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