

GENERAL AND SPECIFIC TERMS AND CONDITIONS

1. **General Terms and Conditions:** although not set out here, the Confetra General Terms used by Italian Carriers and Forwarding Agents and filed with the national Chambers of Commerce on 7.01.97 apply.
2. **Object:** pursuant to and through the effects of Legislative Decree 286/2005, the term carrier means BRT S.p.A. whose registered office is at 7 Piazza Diaz, Milan, and whose operating and administrative office is at 42 via E. Mattei in Bologna, registered on the Register of road hauliers of articles on behalf of third parties and having regular authorization, as specifically specified in art. 20 below. The carrier undertakes to transport goods according to the type and quantity set out in the Transport Documents and in every case in accordance with the instructions in the registration book of the vehicles used for transport. The places where the goods will be collected from and the destinations to where they will be delivered will be those specified in the Transport Documents as set out in art. 16 below.
3. **Terms of Payment and Compensation:** shipments are carried in accordance with the Confetra General Terms and Conditions that require payment on collection and/or delivery of the goods (or at most within 30 days from the date of the invoice) unless different terms are agreed. In all cases, the payment terms also act as the time limit for any disputes concerning the corresponding amount due. Payment of invoices implies acceptance of the applied rates. The payment term is intended as expired in full starting from the first business day following the due date indicated on the invoice. Late payment: interest on late payments will be charged at 7 points above the official discount rate (in force on the date interest is requested), in addition to debt collection charges. Failure to pay a single invoice, or an instalment of it where allowed, shall make the agreed term void, with all the related legal consequences, as well as the application default interest at the rate indicated above backdated to the date of the invoice, without the need to send a default notice. The expiry of the deadline authorizes BRT to issue an invoice for any credits, with payment at sight. The parties expressly agree that the carrier has the right to offset debts which the carrier owes the sender, of whatever kind including cash on delivery sums collected on behalf of the sender, credit notes issued by the carrier in favour of the sender and compensation for established damage to transported goods, against sums due to the carrier by the sender for the transport services provided. Thus, the sender authorizes the carrier to operate the said offsetting as of now.
4. **Carrier's liability** haulage in Italy is undertaken according to the law, arts. 1693, 1694 and 1696 of the Italian Civil Code, as amended by art. 10 of Legislative Decree (D. Lgs.) 286/2005, with the consequent provision of a compensation limit, in the event of the loss of, or damage to, the transported goods, equal to 1.00 (one) euro per kilogram of gross weight of the lost or damaged goods. The said limit, according to the express and agreed will of the parties, will apply not only to situations involving the loss of or damage to the goods, but also in all other cases which directly or indirectly involve the carrier's liability. Haulage abroad is regulated according to the Geneva Convention (Law 1621/60 and amendments), so the compensation limit set in this convention will apply (S.D.R. x 8.33 = compensation per gross kg of lost or damaged goods), for the loss of or damage to goods, as well as the limit established therein in the event of late delivery. If no order is made for all risks cover, connected or not with the consignor's own insurance, the latter undertakes not to claim compensation from the Carrier for amounts exceeding the compensation limit provided for by D. Lgs. 286/2005 and the C.M.R. convention or the Warsaw Convention, according to the applicable law. Whether in keeping with legislative requirements or applying an insurance order, the consignee must include in the waybill specifications and detailed reservations relating to the apparent condition of the goods and its packaging, the inclusion of general reserves having no binding effect. In the latter case, the carrier will not be held liable for loss or damage to the goods transported. Written notification of any claims relating to the liability of the carrier for loss or damage to the transported goods or delay in redelivery, must be given to the carrier, upon pain of forfeiture, within 8 calendar days from the date on which shipment is accepted for national shipments, 21 days for international shipments, unless, in the latter case, a different term is laid down by a mandatory regulation.
5. **Insurance of Goods:** insurance against all risks is taken out only if an order is made in writing and accepted before the goods are collected. Expenses incurred on the fixed or variable values indicated will be charged. (For carriage forward shipments from abroad, insurance will be taken out only with a special order with a pre-agreed value). If all risks cover is taken out, with a special insurance order or with the value of the goods shown in the T.D. entitled AC-PLUS, in every case the maximum compensation limit will be € 100,000.00 for every shipment directed to each individual consignee on the same day. Any insurance cover against all risks with the special order entitled AC-BASE will have a maximum compensation limit of € 6.2 per kg.
6. **Presumption of Exceptional Circumstances:** although the rules concerning carrier's liability set out in item 4) still stand, the parties expressly agree to acknowledge that theft, involving the total or partial removal of the goods, whether it happens while being transported or in the storage stage at the carrier's or third parties' warehouses, shall exempt the carrier from liability. The latter must decide whether it is a case of exceptional circumstances or force majeure.
7. **Delivery terms:** delivery terms, which must in every case be compatible with compliance with the law in terms of speed and driving and rest periods, are suspended on Saturdays and Sundays, on midweek holidays, during the summer and winter holiday closures set for the category of carrier, on days when traffic is forbidden for reasons of force majeure, and between 6 p.m. and 8 a.m. each day. The carrier provides his approximate delivery times; any specific delivery times must be specified on the sender's T.D. and accepted in writing by the carrier's branch manager. Proof of non-fulfilment of such specifications may give rise to the reimbursement only of the transport costs for the shipment concerned: all direct or indirect damage whatsoever is excluded. The normal delivery terms cannot be guaranteed for goods which do not fall within the agreed standards concerning weight and/or size. The delivery terms are understood to refer to the time when the goods are handed over. Goods collection orders received during the morning are usually fulfilled during that day, unless a different agreement is made or in the case of locations off the main road. Requests received in the afternoon or concerning locations off main roads will be planned for the next working day. The sender must indicate in the transportation document that the items being transported consist of envelopes/packages for participation in tender or similar procedures. In such circumstances the carrier cannot be held liable for the loss of the envelopes/packages or delay in redelivery. The carrier will also be exonerated from any liability if the sender fails to indicate in the transportation document that the items being transported consist of envelopes/packages for participation in tender or similar procedures.
8. **Undelivered Goods:** Goods are held if there is a problem with delivery because of rejection, an unknown consignee or because the consignee cannot be found; when the goods are returned to the branch an "undelivered goods" process is opened and the sender is immediately informed. After the sender has been informed of the undelivered goods, an agreed number of days will pass, and if the sender has not provided precise instructions in writing by then, the goods will be returned to the sender. Expenses related to the undelivered goods process will be charged as agreed.
9. **Validity of the Offer - Explicit cancellation clause:** the validity of the offer is subject to a copy of the tariff contract being returned bearing the two acceptance signatures; the contract may be cancelled at any time giving 30 days' notice. Failure to make the agreed number of shipments will lead to the quotation being revised. Failure to pay for the shipments on the agreed due dates will lead to the immediate cancellation of this agreement. This clause should be accepted as an explicit cancellation clause. The terms concerning the length of validity of the tariffs are given on the first page under "Tariff valid from / to", but the clauses of the contract remain valid if the service is continued beyond the due date, and will lapse only following notice being given as explained above.
10. **Dangerous goods:** As the carrier does not have official authorisation, or appropriate vehicles available to transport dangerous goods in accordance with ADR provisions and current laws and regulations, goods that may be classified as dangerous in any way will not be accepted. If the carrier should incur damages and a resulting financial loss of any kind as a result of inaccurate information given and declarations made by the sender concerning the exact nature of the goods according to art. 1683 of the Civil Code, the latter will be required to hold the carrier not liable and to compensate the carrier for the resulting financial damage incurred to the latter.
11. **Cash on delivery:** a cash on delivery collection order shall be made by the sender exclusively by indicating it on the transport documents (T.D.) close to the essential information needed by the carrier for the delivery of the goods (no. of parcels - weight), and marked clearly and visibly with the words Cash on delivery or C.O.D. for shipments sent abroad, followed by the only two options "cheque made out to sender" or "draft made out to sender" and by the amount in Euros (or the currency of the destination country if outside the Euro area), written in figures and letters. It must also be shown by affixing the special "Contrassegno" (Cash on delivery) sticker provided by the carrier or, alternatively, by stamping "contrassegno" using the sender's own stamp, in an unequivocal manner. If the above formalities are not complied with, the carrier will be exempt from all liability regarding the failure to complete or incorrect cash on delivery payment. By the express desire of the parties, the carrier will be exempt from all liability for any irregular, falsified or uncovered current account cheques or bank drafts, accepted in accordance with the sender's instructions. The carrier, if bound by regulations restricting collection in cash, following in any event the instructions described above, for amounts exceeding permitted cash limits is authorised to collect drafts made out to the sender. The carrier is exempt from liability in the event of errors and/or omissions concerning cash on delivery on shipments whose data comes from electronic data transmission files supplied by the sender, magnetic files, and will recover costs related to cancelled cash on delivery orders.
12. **Goods not accepted by our Company:**
 - A) Weight and size limits: • Parcels exceeding 1,000 kg. • Parcels exceeding 180 cm in height • Parcels exceeding 400 cm in length. • Parcels exceeding 140 cm in length if their weight exceeds 50 kg. • Parcels whose longest side, added to the circumference or perimeter of the shorter sides, exceeds 700 cm. • For foreign countries served by DPD: weight limit per parcel 31.5 kg – length 175 cm – total size 300 cm. Using EuroExpress: pallets with dimensions greater than: height 180 cm – length 120 cm – width 120 cm; maximum weight 1000 kg. Parcels with dimensions greater than: height 120 cm – length 300 cm – width 150 cm – volume 2 m³; maximum weight 50 kg. and any goods for which the consignee does not have suitable unloading equipment.
 - B) unpacked parcels - sheet metal - demijohns - boats - farm machinery - motor vehicles - goods difficult to stack or handle - crates or machinery which cannot be palletised. For foreign countries served by EuroExpress and DPD: personal effects, goods to be used at exhibitions and trade fairs.
 - C) jewels - paintings - antique furniture - household goods - plants and/or live animals - goods to be stored at a controlled temperature or that are easily perishable - securities - stamped paper - cash - lottery tickets or other valuables - non-reproducible items and documents - collections - goods that may not be transported by law (e.g. weapons, drugs, tobacco goods, revenue stamps, etc.) - dangerous goods - medical waste or materials for medical and/or biological research - inflammable or dangerous goods (ADR) - goods subject to UTFIF and/or legitimisation notes (mineral oils). In the event that goods classified as C) are wrongly consigned and accepted, no liability is undertaken and they may not be insured by the carrier's policies.
13. **Transport of food products and/or medicines:** only imperishable foods and/or medicines properly wrapped and packed according to law are accepted, excluding those that need to be transported and/or stored at a controlled temperature.
14. **Charges for exceptional and/or special services:** goods collections and deliveries are considered to be made from and to the address of the sender or the consignee or at a different place indicated on the transport document (D.T.). For loading and unloading, collections and deliveries carried out in ways which require exceptional and additional services, the sender or the consignee respectively will owe a sum to cover the extra costs incurred (e.g. deliveries to higher or lower floors, or other causes characterising an awkward delivery, to supermarkets or equivalents, to international carriers or deliveries to be made at times agreed with the sender or consignee, goods to be depalletised, coded goods, goods to be shelved, etc. and any other cases using an excessive amount of working hours such as re-routing for reasons not due to the carrier). Additional specifications may apply to special traffic or operating conditions. Charges will also be applied to collections and/or deliveries in urban areas, historical town centres, pedestrian areas and suburban areas with specific traffic restrictions or difficult road conditions, as well as for recovering the cost of attempted collections which failed for reasons related to the customer.
15. **Weighing fee:** an agreed fee is charged for finding the real weight using automatic sorting machines.
16. **Transport documents.** Transport documents must show very clearly all the essential information needed to transport the goods:
 - Consignee's address complete with correct post code and initials of the destination province plus the consignee's VAT or tax code for carriage forward shipments.
 - Consignee's telephone number.
 - Sender's complete address with post code and province, VAT registration number or Tax Code
 - Number of parcels and nature of goods
 - Exact volume of goods in cubic metres.
 - Gross weight in kg.

If the wrong information is given, shipments will be invoiced on the basis of the weights and volumes measured by the carrier, even after the shipment has been accepted and in the absence of the customer. The outcome of the checks, carried out using systems certified by third parties, will be conclusive in dealings between the carrier and the customer.
17. **Lien:** in accordance with art. 23 of the Confetra General Terms and Conditions, a lien shall apply to any goods or cash on delivery that is held by the carrier to cover all claims in any way stemming from tasks assigned, even if already completed, and concerning regular or continuous services provided.
18. **Archive searches and documentation:** a charge will be made for viewing/sending copies of documents which is not statute barred. Once a year has elapsed from the assignment of the shipment, BRT may destroy the evidence of consignment of the delivery in question.
19. **Competent courts:** the only competent courts in the event of a dispute (related to transport matters intervening between the parties) are the Courts of Bologna, Milan and Modena, as alternatives for each other, with the express exclusion of those established as an alternative by law.
20. **Ministerial Authorization for Goods Transport:** registered on the National Road Hauliers Register MI/0884680/C/BO, global authorisation no. GA6N3S/BO00580 dated 24/08/1999.
21. **General Authorisation of the Ministry of Communications for the transport of envelopes/ packages and parcels:** No. AUG/000156/2000.
22. **Personal data processing:** the sender declares that he has received and read the information issued according to art. 13 of LEGISLATIVE DECREE 196/2003, enclosed with the tariff contract.
23. **Additional conditions:** any additional conditions or conditions modifying the above clauses must be written and signed by the manager of the carrier's branch. Otherwise, these conditions will not be considered valid and will not be binding in any way on the carrier. Any request for additional services, such as delivery methods, terms or conditions or specific time schedules, must be recorded in a written document signed by the head of the carrier's branch office.
24. **Applicable law:** although the C.M.R. provided for in the "Carrier's Liability" article remains applicable, Italian Law is applied to every dispute (related in any way to transport relations between the parties), on the expressly stated will of the parties.
25. **Transport of shipments subject to law 136/2010 – "Traceability of financial transactions" –** It is hereby specified that, for the special terms and conditions for carrying out the service, the carrier does not accept shipments which fall within the scope of law 136/2010 and its subsequent modifications and additions, unless specifically agreed in advance and in writing by the parties. If the carrier were to suffer damage, and resulting financial loss, of any kind, due to the sender's failure to comply with this clause of the contract, the latter will indemnify and hold the carrier harmless of any financial loss incurred as a result."
26. **Lgs. D. No. 231 of 8 June 2001 and Code of Conduct:** BRT has implemented its own Organization, Management and Control Model (OMM) and Code of Conduct. These documents are available on the company website www.brt.it. Implementing the OMM and Code of Conduct is BRT's way of expressing the commitments and ethical responsibilities it intends implementing to run its business and meet the need of ensuring conditions of correctness and transparency when performing company business. By signing the contract, you declare to be aware of and bound to - also on behalf of your employees and/or collaborators - complying with the provisions of the OMM and the Code of Conduct implemented by BRT, by abstaining from conduct which may fall under the hypotheses of offence pursuant to aforesaid decree and by conforming the performance of your business to the provisions therein contained, under penalty of advance rescission pursuant to art. 1456 of the [Italian] Civil Code. The aforesaid being in any case without prejudice to the rights of BRT to obtain compensation for any damage sustained.