

Con socio Unico Società a direzione e controllo da parte di Fox Logistics SA
SEDE : Via Petrarca 35 A – 22070 Rovello Porro (CO) Italia
Tel. +39 02 6630 0640 – Fax. +39 02 6630 0642 www.dynamicinternational.it
C.F. e P.iva **079 3508 0155** –R.E.A. **CO 417140**
Capitale Sociale euro 415.600.00 i.v.
Iscrizione Albo Trasportatori nr. **CO / 1457860 / B** - Iscrizione Albo Spedizionieri nr. **1332 del 13.10.1987**

General shipping conditions

1. Introduction

These General Conditions govern (unless otherwise established by virtue of a written and express agreement between the parties) the obligations arising from the contractual relationships stipulated by the Freight Forwarder and from acts or facts carried out by employees, agents, and representatives of the latter. last; these General Conditions also define, to the extent and in the manner provided, the responsibility of the Forwarder. These Conditions are published in digital format on the website www.fedespedi.it.

2. Definitions

In these General Conditions the following terms have the meaning specified below:

- a) Forwarder: the person who receives the shipping mandate for the stipulation of the transport contract and/or for the completion of one or more ancillary operations
- b) Forwarder-carrier: the person who physically carries out the transport in whole or in part, or expressly assumes (because of an ad hoc agreement) the execution of the same
- c) Principal: the person who grants the shipping mandate for the stipulation of the transport contract and/or for the completion of one or more ancillary operations
- d) Sender: the person who is the sender or loader in the context of the transport contract stipulated by the freight forwarder
- e) Carrier: the person who physically carries out or undertakes the execution of the transport. The term Freight Forwarder is also intended to refer to the Freight Forwarder-carrier unless the provision keeps the two cases distinct. The term Freight Forwarder-carrier is always intended to refer specifically and exclusively to the case referred to in letter b) above.

3. Scope of application

The principal expressly accepts, both when acting on his own behalf and when acting for others in stipulating the shipping and/or transport contract, that these General Conditions have and find full and unconditional application to all contractual relationships with the Freight Forwarder, as well as all actions and complaints, even of a non-contractual nature, against the latter.

4. Assumption/acceptance of assignments

The Forwarder, because 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 ship the goods by grouping them with others (unless otherwise ordered in writing) always operating with the utmost diligence, acting as a freight forwarder and not as a freight forwarder-carrier.

The Forwarder, unless previously agreed in writing, does not accept the carrying out of shipping and/or transport activities relating to dangerous goods, which may cause harm to people, animals, other goods, or things, or are subject to deterioration, are without packaging or equipped with insufficient/inadequate packaging, as well as valuables, coins, precious goods, works of art. By way of example and not exhaustively, dangerous goods mean goods classified as dangerous by IATA, IMO, ICAO, or covered by the ADR/RID regulations. If such goods are entrusted to the Forwarder without his prior consent, or the Forwarder accepts the mandate on the basis of incorrect, incomplete or untrue information in relation to the nature or value of the goods, the Forwarder has the right to terminate the contract, or, if circumstances require it, to refuse, deposit or otherwise dispose of the goods, or even, in case of danger, to proceed with their destruction, and the Principal and/or the Sender are required in this case to respond for all harmful consequences and for any expenses that may arise in various ways.

The Forwarder may request fees calculated on a flat rate basis pursuant to Article 1740 of the Civil Code. acting in this case as a freight forwarder and not as a carrier freight forwarder.

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5. Delivery terms

The Forwarder does not guarantee compliance with delivery terms, and therefore cannot be held responsible under any circumstances for delays in the collection and transport and/or delivery of any shipment regardless of the cause of such delays or requests by the principal for delivery terms even if resulting from the shipping documents.

6. Declarations and guarantees of the Principal/Sender

The Principal and the Sender guarantee and therefore declare:

- that the shipment has been correctly and accurately described in all transport documents;
- who have taken note of the goods or goods that the Forwarder has declared unacceptable for transport, and which have not been included in the shipment;
- that the nature of the goods, the number, quantity, quality, contents of the packages, the gross weight (including the weight of packages and pallets and their bulk), the dimensions and any other information provided are truthful and correct;
- that the packaging labelling used, in relation to the goods contained and the mode of transport, are considered suitable.

The Principal and the Sender expressly declare to indemnify and hold the Forwarder harmless from any damage, complaint 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 report on the goods and packages of the precautions necessary for their handling and lifting.

If the Forwarder is entrusted with the task of carrying out and managing customs operations, the Principal 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 and comply with current regulations, is free to export/import and is in compliance with the marking. The principal and/or the Sender are also required to provide in good time all the information, data, customs codes, entry, and customs classification of the goods and all the documents necessary to carry out customs operations.

Furthermore, the Principal and/or the Sender authorize the shipper to manage all the shipment data, possibly also those data that could be of the nature of so-called sensitive data to allow the shipper to carry out all the procedures, of an administrative and/or operational nature, which it is necessary to complete electronically to guarantee the shipment the best assistance.

7. Freight Forwarder Quotes

The Freight Forwarder's quotes and 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 are intended to be binding only for goods of normal volume, size, weight, and quality, in relation to the intended mode of transport.

8. Advances and credits from the Forwarder

If, as a result of existing agreements, the Freight Forwarder proceeds to advance freight, transport fees, rental of containers, duties and expenses and other sums, for any reason, the Principal and/or the Sender are required to pay the amount due for this advance, to interest for any delays and any losses due to changes in the exchange rate between currencies. The Principal and/or the Sender are required to fully indemnify the Freight Forwarder from requests for payment for freight, duties, taxes, damage contributions, fines or other sums of any kind requested from the Freight Forwarder. If the sums and fees due to the Freight Forwarder are placed at the expense of the recipient or third parties, the Principal and/or the Sender remain required to immediately pay them if for any reason the Freight Forwarder does not receive the timely and spontaneous payment of the sums due to him. Unless otherwise agreed, no sum owed to the freight forwarder may be offset against other sums claimed by the Sender/Or Principal, for any reason.

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9. Right of retention

The Freight Forwarder has, vis-à-vis the Principal, the Sender and any other person with whom it contracts, a privilege and right of retention on the goods and other assets in its possession in relation to expired or expiring credits and can also claim this right vis-à-vis of the recipient and/or owner of the goods.

10. Operational Exceptions: Delay or refusal to load or receive goods

The Sender and/or the Principal are required to reimburse and hold harmless the Forwarder 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 Forwarder, if promptly informed of the stock and entitled to intervene, may adopt 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 of the Sender, who bears the risk of any loss, damage, or theft.

11. Responsibility

11.1 The 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 responsibility of the Freight Forwarder-carrier, when foreseen and attributable to him, in relation to any damage and request for compensation arising from the entrusted shipping and/or transport operations, including any technical stops, cannot exceed the compensation limit that can be invoked by the freight forwarder and /or by the carrier on the basis and as a result of the uniform legislation applicable to each individual shipment or of the national law applicable to the individual transport and/or shipment, including Italian law, and in any case the compensation limit applicable and invocable by the carrier who actually carries out transport. By technical stop we mean the stop of the goods in a storage area, or in a warehouse or terminal or in another storage area, for needs connected to the execution or continuation of the transport, or in any case linked to the need to safeguard the goods during transport or while waiting for delivery to the carrier or recipient.

12. Damages occurring on an unknown route

In the event that it is impossible to identify the section of transport in which the damage or loss occurred, as well as in the event that the damage or loss occurs in a storage and/or warehousing phase that cannot be configured as technical stop (therefore including free or courtesy storage) carried out by the Forwarder making use of its own structures or by its auxiliaries, or even for the eventuality that the custodian or the auxiliary in the storage and/or handling phase cannot invoke compensation limits, the maximum limit of 8.33 special drawing rights per kilo of lost or damaged goods will apply.

13. Indirect damages

In any case it is excluded, and this is also foreseen in derogation of the articles. 1223 et seq. of the Civil Code, any compensation due by the Forwarder for indirect damages (such as, with an indication that is purely illustrative in nature and is in no way exhaustive: loss of earnings, loss of interest or damages resulting from delays in the execution of transport). For shipments of samples and goods or goods that the principal or sender have expressly indicated as intended for fairs, exhibitions, events and the like, compensation (if due) is limited to the agreed freight amount.

14. Complaints

Any complaint for loss, incorrect delivery, damage, or damage must be made in writing and sent to the Forwarder strictly within the applicable deadlines because of the uniform or legal regulations referred to in article 11.

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15. Insurance

If the Principal intends to ensure the risk of damage or loss to the goods, he can mandate the Forwarder to take out insurance coverage on behalf of the party responsible.

The costs of the coverage will in this case be specified in the Freight Forwarder's quotation.

In the absence of express instructions from the Principal, any coverage, if requested, is stipulated only for ordinary risks, in the usual forms of insurance on behalf of the person entitled to it or on behalf of others or by subscription. In no case can the Freight Forwarder be considered as an insurer or co-insurer. Alternatively, the Principal can directly ensure the shipment and/or transport, it being understood that, in this eventuality, the relevant policy must contain an express waiver of the insurer's right of compensation against the Forwarder.

The Forwarder has no obligation to act to obtain insurance compensation, interrupt statutes of limitations, or ensure the carrying out of the expert's activity, unless instructed to do so by the Principal for a fee to be agreed ad hoc.

16. Force majeure

The Forwarder is in no case responsible for losses, damages, delays, incorrect or failed deliveries caused by fortuitous circumstances, by exempting causes provided for in the uniform regulations or by law referred to in article 11, and in any case by circumstances outside of its check. These include, by way of example but not limited to: a) natural disasters b) cases of force majeure such as wars, accidents/breakdowns of means of transport or embargoes, riots or civil unrest; c) defects, intrinsic characteristics or defects of the goods; d) acts, failures or omissions of the Sender, the recipient or anyone else with an interest in the shipment, the State, Customs or Postal Administration or other competent Authority f) strikes, lockouts or labour conflicts.