

## General Terms and Conditions

### 1) INTRODUCTION

These General Conditions govern, unless otherwise agreed between the parties, the obligations arising from the contractual relationships stipulated by Arco Spedizioni S.p.a. (hereinafter also "Arco Spedizioni").

### 2) OBJECT

Pursuant and consequent to Legislative Decree 286/2005, the term carrier means Arco Spedizioni S.p.A. whose registered office is at Monza (MB) Via Buonarroti 203, (P VAT 08975100150 – CF 00327210183) registered in the register of road hauliers of goods on behalf of third parties under number MI0870243/W, while customer means the person, private or public legal person who stipulates or in whose name the transport contract is stipulated with the carrier (carrier and customer referred to together as the "parties"). The type and quantity of goods to be transported will be indicated from time to time by the customer in the Transport Document (hereinafter "DDT") which will be entrusted to the carrier at the time of collection of the goods. The transport will take place in compliance with the indications contained 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 DDT, as provided for in the following art. 3. It is specified from now on that Arco Spedizioni does not handle goods that require the maintenance of controlled temperature during the normal stages of parking and transport. The parties expressly agree to specify that if the goods are entrusted on pallets or loading units, the object of the shipment will be considered the latter and not the packages contained within them. The carrier's liability will therefore be limited to them. For the execution of the services referred to in these conditions, the client authorizes Arco Spedizioni to avail itself at its discretion, at any stage and for any activity and/or also of the services of third parties.

### 3) TRANSPORT DOCUMENT

The transport documents (hereinafter also "DDT") must contain in a clear and unambiguous form all the essential data for the execution of the transport. The customer has the obligation to indicate in the document accompanying the goods all the instructions and indications necessary for the correct execution of the transport (weight, volume, packages, delivery address). Special instructions for carrying out the transport, such as, by way of example but not limited to, delivery times, the request for telephone notice and the request for a tail lift, must be reported in the appropriate "notes" field and highlighted; if the transport document is made up of multiple sheets, the notes and the summary of the number of packages and the total weight must be reported on the same sheet. All the instruction given in a different way will be considered as not given, and Arco Spedizioni will not be liable for failure to comply with them. The DDT must report the gross weight of the goods including packaging and pallets.

### 4) DATA TRANSMISSION

If the customer transmits the data of the shipments entrusted to Arco Spedizioni in a electronic format, whatever it is, he undertakes to use the record path proposed by Arco Spedizioni; if the used record path is different, Arco Spedizioni will not be liable for any omission of data that occurs during the normalization phase.

### 5) VOLUMINOUS GOODS

Volouminous Goods are defined as goods whose weight referred to the "encumbrance volume" (i.e. the volume of the parallelepiped that inscribes the package) is less than 300 kg/m<sup>3</sup>. The taxable weight is determined by multiplying the volume of the shipment in mc for the value 300, unless otherwise provided in the Supplementary Conditions to the Tariff.

### 6) PACKAGING

The loading tools (for example pallets, etc.) supplied by the customer must be described in the transport document and the same must contain the instruction for possible return to the customer: in this case they will be shipped separately at the expense of the customer, to be paid upon redelivery. If no indication is given by the customer, the loading tools will be considered as an integral

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part of the packaging, "non-returnable tools". The Pallet management will be carried out only if the goods are collected in the warehouse of departure codified in the contract. Goods without packaging or with insufficient packaging will not be collected unless with a letter of indemnity for any damage that may occur during transport.

## 7) TRANSPORT COST

The quotes provided by Arco Spedizioni for the transport services represent an esteem obtained from the information provided by the Customer at the time of the request. The final rates may be subject, in application of the signed contractual conditions, to variations resulting from the actual characteristics of the shipment assigned by the Customer. Any discrepancies between the service quotations that occurred before the formal entrustment of the goods by the Customer and the rates actually invoiced to the Customer, will not give the right to credits and/or refunds.

## 8) CASH ON DELIVERY MANDATE

The cash on delivery mandate is governed between the parties by a specific contractual annex called "Cash on Delivery Collection Method". By the express desire of the parties, Arco Spedizioni will be exempt from all liability for any irregular, falsified or uncovered current account cheques or bank drafts, accepted in accordance with the customer's instruction. The liability of the cash collection is limited to the value of the goods object of the shipment; no responsibility can be attributed to Arco Spedizioni for the collection of additional amounts of money, unrelated to the goods shipped.

## 9) DANGEROUS GOODS

Dangerous goods are those subject to the European agreement relating to the international transport of dangerous goods by road (ADR). Arco Spedizioni has the right not to accept dangerous goods. If dangerous goods are entrusted without the indications and documents required by national and international legislation, and/or packaged in a non-compliant manner, Arco Spedizioni will claim against the customer for any prejudice or damages of any nature that may arise. It is hereby specified that Arco Spedizioni does not deal with dangerous goods indicated in Class no. 6.2, Class 7 and Class 1 (with the exception of Class 1.4 for which transport is carried out only by road).

## 10) COLLECTIONS AND DELIVERIES

The collections and deliveries of the goods are considered to be carried out on board of each truck at the house number of the customer or consignee. The customer and the consignee must provide the loading and unloading operations within the time strictly necessary for carrying out the operations, which must begin as soon as the vehicle is placed at their disposal. If, in order to carry out a safe delivery, it is necessary to use accessory equipment (such as tail lift and transpallet), these will be used, if available, even if not request in the transport order, and the costs will be charged to the customer. Arco Spedizioni can use electric devices for obtain proof of delivery and the customer accepts not to raise objection to Arco Spedizioni that it does not provide paper proof of delivery (DOWNLOADABLE FROM THE SITE) for the sole reason that the relevant information, including the consignee's signature, are retained and stored on electronic medium, solely for the purposes and times established by law.

## 11) TERMS OF PERFORMANCE

The Collections and Deliveries of the goods take place within the times necessary for the execution of the shipment, compatible with the observance of the regulations regarding speed limits and driving and rest periods, as well as in accordance with the techniques of groupage and the criteria of normal diligence, taking into account the traffic conditions and the roadworthiness of Italian and foreign regions, municipalities and provinces. The terms of performance are suspended on Saturdays and Sundays, on public holidays during the week, on days when traffic is prohibited and for reasons of force majeure. Special commitments must be explicitly accepted and entitle Arco Spedizioni to accrue increases. In the case of express, mandatory or urgent deliveries, delivery will be made within the requested day; particular time restrictions must be agreed in advance in writing and accepted in writing by Arco Spedizioni.

## 12) RIGHT TO COUNTER-ORDER

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Any provisions of the client regarding the change of the delivery place, the consignee or other elements of the transport will be considered valid only if given in writing and accepted in writing by Arco Spedizioni. In the absence of both requirements, in the event of non-compliance with the counter order, no liability for damages can be attributed to Arco Spedizioni.

### 13) OBJECTIVE IMPOSSIBILITY

If the performance of the transport becomes impossible, for reasons not attributable to Arco Spedizioni, the latter has the right to return the goods to the customer waiving the remuneration for the performance of the part of the service not performed.

### 14) IDENTICAL CONSIGNEE

If, on the same day, by the same customer, more than one direct consignment to the same consignee are entrusted to Arco Spedizioni, each one will be considered as a single shipment unless grouping is handled by the customer himself. In this case, the customer shall issue, in duplicate and for each consignee, a summary statement indicating the totale sum of packages and weights, having the driver sign at the time of collection the copy he will retain, and stapling the copy of Arco Spedizioni with the transport documents of the consignments concerned. If the customer does not comply with this procedure, he shall not be entitled to cumulation of shipments at the time of invoicing.

### 15) GOODS INSURANCE

The goods entrusted to Arco Spedizioni travel with insurance cover in accordance with article 10 of Legislative Decree 286 of 21/11/2005 (art. 23 CMR only in case of international shipments). Any insurance cover against all risks and/or the increase of the indemnity limit, may be activated only by mandate given in writing and accepted prior to the collection of the consignments, with charge of the relevant premium.

### 16) RIGHT OF RETENTION AND PRIVILEGE

Arco Spedizioni S.p.a., in order to cover all the credit arising from the assignments entrusted to it by the customer, even if already performed, also relating to periodic or continuous services, may exercise the right of retention on what is at its disposal in accordance with the obligations arising from this contract of Transport.

### 17) TERMINATION CLAUSE

Pursuant to art. 1456 c.c. this contract is automatically terminated, without the need for cancellation or notice, in the event that one of the parties is subjected to insolvency proceedings provided for by law, including bankruptcy.

### 18) COMMUNICATIONS

Communications relating to this contract must reach the e-mail and/or certified email addresses communicated between the parties. Communications received by fax will have no effect.

### 19) REFERENCE TO OTHER REGULATIONS

As far as not provided by these general conditions, we expressly refer to the provisions of the Civil Code and the "General Conditions of Carriage" of the National Transport Federation (FEDIT) deposited with all CCIAs on 07. 01. 1997 and subsequent amendments.

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