



Cargo
Agent



General terms and conditions for national and international transport

(Vers. 1/2016-02/01/2016)

All operations and services carried out by ESSE EMME are solely subject to these “General Conditions of Carriage”. The General Conditions of Carriage attached to this agreement form an integral and inseparable part of it.

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01. Definitions

The following definitions apply to the following terms and conditions, which govern this contract of carriage stipulated by us:

“we”, “to us” , “ our” and ESSE EMME stand for ESSE EMME Srl, as well as ESSE EMME’s auxiliaries, affiliates and ESSE EMME’s employees, agents and independent contractors;

“you” and “your” stand for the customer, the sender, the shipper or the receiver of the shipment, holder of a waybill, consignment note or an equivalent carriage document, addressee and owner of the contents of the shipment and any other party who has legal interest in such contents;



“carriage” stands for and incorporates the set of operations and services which we undertake to carry out in relation to the shipment concerned;

“shipment” stands for goods or documents of any kind (as a whole, whether made of one or several packages) which we accept to transport from one address to another, on the basis of our waybill, consignment note or other carriage document or without.

“forbidden articles” stand for all merchandises or materials which carriage is prohibited by law, rules and regulations applied by any country through or above which the shipment travels.

02. The party you are contracting with

Your contract of carriage is concluded with the Company ESSE EMME or with a ESSE EMME’s auxiliary or affiliate that accepts to transport your shipment. You agree and acknowledge the right to subcontract all or part of the carriage under the terms and conditions that we consider appropriate.

03. Approval of our terms and conditions

By consigning your shipment, you agree to our terms and conditions on waybills, consignment notes, transport contracts for your account and/or on behalf of any other person who has an interest in such a shipment, regardless if you have or have not signed our shipping document, our waybill or consignment note. Our terms and conditions refer to and may also be invoked by those whose assistance we use or from whom we subcontract the service for collection, transportation or delivery of your shipment, as they refer to our employees, directors and agents. Only our authorized official with a full proxy may agree to amend these terms and conditions in writing. Whenever you consign your shipment to us under oral or written instructions that do not meet our terms and conditions and are not expressly authorized and approved in writing by us, we will not be bound by such instructions.

04. Purpose of the agreement

a) Even though a separate contract of carriage has been agreed between the parties and although the transport of the shipment is part of another contractual agreement between us, these terms and conditions apply to the contract stipulated between us in relation to each shipment of goods that is to be performed in accordance with such contract.

b) With the conclusion of any kind of agreement with us, you agree that: - the contract is a contract for the carriage of goods by land when the transport of the shipment actually takes place on land; - the contract is an air transport contract when the transport of the shipment



is actually made by air; -the contract is a sea contract when the transport of the shipment takes place by sea.

05. Dangerous goods/Safety

05.1 Dangerous goods

a) With the exception of the cases referred to in paragraph 5.1 (b) below, we do not carry goods which, at our sole discretion, are considered dangerous, including, but not limited to, those specified in the technical instructions of the International Civil Aviation Organization (ICAO), in the regulation on dangerous goods of the International Air Transport Association (IATA), in the International Maritime Dangerous Goods (IMDG) Code, in the European Agreement on International Carriage of Dangerous Goods by Road (ADR), or any other national or international legislative regulations applicable to the carriage of dangerous goods.

b) At our discretion, we can accept dangerous goods for shipping in some countries where you have been granted the authorized customer status and this must be certified to us in writing before your goods can be accepted. Your dangerous goods will be accepted only if they comply with applicable law (see Article 5.1 a) and our requests.

c) Whenever conditions permit, it is possible to carry dangerous goods. In accordance with IATA and ADR regulations for the carriage of dangerous merchandise and goods, ESSE EMME carries out the shipment against a payment for an additional fee, adequate to the level of danger of the product being shipped. In particular, you are committed to issuing the following declaration: DECLARATION IN ACCORDANCE WITH EEC REGULATION NO. 2320/2002 - AIR SAFETY -Dangerous Goods: The sender declares, under his/her own responsibility, that the shipment entrusted to ESSE EMME for carriage, does not contain dangerous objects and/or goods not explicitly declared in accordance with applicable legislation; by way of example, but not limited to, please refer to the dangerous goods specified in ICAO T.I., IATA DGR, IMDG-Code, ADR or other National and International Regulations concerning the carriage of such goods.

05.2 Air Safety Regulation.

a) You must guarantee, therefore, by completing our waybill, consignment notes, or giving us a shipment that it does not contain prohibited articles as specified in the 17th ICAO Annex or other national or international regulations governing air safety. You have the obligation to provide us with a complete description of the contents of the shipment on the waybill or consignment note and your responsibilities and commitments remain valid even after providing this information. Shipments entrusted to us may be subject to security checks, including the use of X-ray systems, and you agree that your shipments may be opened and their contents checked while being carried. You authorize ESSE EMME, therefore, to carry out any security check which might be necessary on all goods that will be delivered by air and accept its costs.

b) You guarantee that you have set up the shipment for transport in safe places, by means of your own trusted personnel and that shipment has been safeguarded from any



unauthorized person or unauthorized interference during preparation, storage, and transportation until immediately before consigning the shipment of your goods carried by us.

05.3 Prohibited or unacceptable items without prior authorization.

ESSE EMME does not carry the following items (unless agreements are made for each case):

01. Alive or dead animals and plants;
02. Negotiable securities and certificates;
03. Currency (banknotes, coins, credit cards and traveler checks);
04. Other non-negotiable values;
05. Materials that can be defined as pornographic or indecent;
06. Armaments, firearms and knives or weapons which are alike;
07. Software containing high value information;
08. Waste;
09. Political material;

The following items will be accepted by ESSE EMME only after prior written authorization issued by the party itself or in case they belong to the object of the business offer of ESSE EMME's:

01. Hazardous materials;
02. Food and pharmaceutical products;
03. Narcotic or psychotropic substances;
04. Cigarettes and spirits;
05. Art objects;
06. Antiques;
07. Metals (gold and silver in any form) and precious stones;
08. Oversize merchandise;
09. Documents, value cards, meal and fuel brochures, etc..
10. Delicate objects such as glass, bottles, etc.
11. Architectural models;
12. Goods subject to customs duty;
13. Organic tissues and anatomical pieces;
14. Watches

You acknowledge and recognize that the transportation of such goods is subject to specific sector regulations. Carriage must therefore take place in accordance with the law and in accordance with any operational provisions prepared by ESSE EMME. These directions may vary at any time. In addition, the provisions and restrictions may differ from one country to another.

06. Right to inspection

You accept that any government authority, including customs, or we if required by them, can open and inspect your shipment at any time.

07. Calculation of transit times and shipment routing

Weekends and national public holidays, along with customs delays or other events beyond our control, are not included when we estimate the delivery times provided in our offer. Routes and means of transportation which we carry your goods with remain at our sole discretion.

08. Customs clearance

08.1 With this agreement, you appoint us as your agents solely for the purpose of customs clearance and entry of goods through customs and therefore certify that we are the recipient in order to designate a customs broker who performs customs operations and entry if we subcontract this activity. Whenever any customs authorities require additional documentation to confirm the import/export declaration or our customs clearance status, it will be up to you to provide the required documentation at your own expense.

08.2 You ensure that any statement and information provided by you regarding the export and import of goods is true and correct. If you make false or fraudulent statements about the shipment or any of its contents, you take the risk of civil and/or criminal proceedings that include sanctions including the confiscation and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs formalities as well as other formalities, such assistance will be made at your sole risk. You agree to indemnify and hold us free from any claims that may arise from the information you provide and any administrative disbursements we may incur in connection with this as well as any sums of

administrative nature that we may incur and charge to you as a result of the completion of the services provided in this article.

08.3 Any customs, tax, penalties, storage or other charges we may incur due to customs actions or other governmental authorities or due to the lack of yours and/or the recipient's in providing appropriate documentation and/or obtaining the license or permission required will be charged to you or to the recipient of the shipment. If we decide to charge the recipient and the latter refuses to pay the amount, you agree to pay this amount together with what we owe to the administration involved, as well as any extra costs we incur. At our request, you are committed to provide an appropriate guarantee for each of your rights, fees, penalties, storage charges or any other expenses as provided for in this article.



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08.4 We will take care of any customs formalities relating to your shipment, but we will not be responsible for any delay, loss or damage caused by the operations carried out by customs personnel or other governmental authorities.

09. Incorrect address and P.O. Box numbers

Whenever we are unable to deliver a shipment due to an incorrect address, we will make every reasonable effort to find the correct address. We will notify you of the correction and delivery or delivery attempt at the correct address, although additional fees may apply if the correct address is different from the one on the waybill or consignment note or affixed label on your shipment.

ESSE EMME does not deliver to mailboxes.

10. Non-deliverable or rejected shipments

Whenever we are not able to complete the delivery of a shipment, we will try to leave a transit notice at the address of the consignee, indicating that a delivery was attempted (or two in the case of international shipments) and its address. You agree to pay any expenses we incur in order to forward, order, or arrange for the return of your shipment, as well as our fees (if there are any) due to a second or more delivery attempts and for the most appropriate next action agreed between us. If you do not provide us with any appropriate instructions after our delivery attempt (or after the second one in the case of international shipments), or in the case of rejected shipments, we will be responsible for applying the rules concerning storage services.

11. Customer's responsibilities

You guarantee and assure to us that:

(a) the contents of the shipment have been properly described on our consignment note, waybill or your transport document;

(b) the contents of the shipment have been properly labeled and the label or labels have been securely and clearly marked on the outer surface of the shipment so that they can be clearly seen by us;

(c) the full address of the recipient, including the postcode, has been reported on our consignment note, waybill or your transport document;

- (d) the full address of the recipient, including the postal code, has been completed accurately and legibly on an address label that you have securely and clearly stuck on the outer surface of the shipment so that it can be clearly seen from us;
- (e) the contents of the shipment have been safely and accurately set up by you to be protected against ordinary shipping risks, including related shipment processes;
- (f) you have stated the correct shipping weight and will provide with all the necessary tools we may need to load or unload the shipment from our means of transportation;
- (g) you have safely secured, if requested by law, a heavy load label in a clearly visible position on the outer surface of the shipment, so that it can easily be seen for every item weighing 30 kilograms or more;
- (h) the contents of the shipment are not among those subject to IATA or ICAO restrictions and are not prohibited goods;
- (I) in the case of shipment within the European Union, whenever the recipient pays our freight, your VAT and recipient's VAT number must be correctly provided to us in writing;
- (j) if you ask us to charge the cost of shipping to the recipient or to a third party and the recipient or third party does not pay, you must promptly pay our invoice together with the full administrative fee within 7 days after our invoice will be sent;
- (k) your statement declaring that all laws and regulations have been complied with;
- (l) in what the shipments that will be transported over the border is concerned, you have included the correct commercial invoice for the shipment (mentioning the

correct address "Billing to" together with the VAT number, a correct and clear description of the goods, the code relating to the General Agreement on Tariffs And Trade ("GATT") consisting of the first six digits of the Harmonized System (HS) code and the correct weight of the concerned consignment.

You agree to indemnify us and keep us free from any liability we may incur or from any cost, damage or expense, including any legal costs that we may incur as a result of your breach of any of these warranties and declarations.

12. Limits of liability

In conjunction with art. 13 below, our responsibility for any loss, damage or delay in your shipment or part of it is limited as follows:



a) International air transport

If the transport of your shipment is carried out in whole or in part by air and involves a final destination or an intermediate stop in a country other than the departure country, such shipment will be subject to the Warsaw Convention (1929) (as amended over time and as long as it is applicable) or to the Montreal Convention (1999) (as amended over time and as applicable), depending on the mandatory applicable law. These international treaties govern and limit our liability for damage, loss or delay occurring at your shipment during transport to 17 Special Drawing Rights per kilogram (approximately € 20.00 per kilogram although the exchange rate is variable).

b) International road transport

If the transport of your shipment is carried out within, towards, or from a signatory country of the 1956 International Convention for Carriage of Goods by Road (CMR), our liability for loss or damage to your shipment will be governed by CMR, therefore limited to 8.33 Special Drawing Rights per kilogram (approximately € 10,00 per kilogram, although the exchange rate is variable). In case of delayed delivery, whenever you can prove that you have suffered a loss, our responsibility is limited to reimbursing the cost you paid for shipping or for the part of it which had a delayed delivery.

c) International sea transport

If the transport of your shipment is carried out by sea at an international level, our responsibility for the risks of loss or damage to products during transport will be governed by the 1924 Brussels Convention. Our responsibility - whether it be loss or damage to the goods transported - shall not exceed the sum of DSP 666.67 for each loss or damaged unit, or 2.00 DSP per kg, of goods lost or destroyed.

d) Domestic transport by air or by road

If the transport of your shipment is carried out by land or by air at a national level, our responsibility for the risks of loss or damage to products during transport will be governed by Art. 1696 of the Civil Code as amended by Legislative Decree No. 286 dated 21 November 2005, and therefore limited to 1.00 € (one Euro) per kilogram of lost or destroyed goods, unless otherwise agreed between the parties and, for the part not covered by it, by the Civil Code on the contract of carriage.

e) whenever we are responsible before you for any reason, including, but not limited to, breach of contract, negligence or fraud, and (i) none of the conventions or standards referred to in art. 12 (a) or (b) or (c) is compulsory, or (ii) such liability is not governed by any of the aforesaid conventions or standards in accordance with art. 12 (a) or (b) or (c), or any other law or Convention shall apply compulsorily, or (iii) it refers to services not dealing with land or air transport, our responsibility before you will always be limited to the actual cost you incurred for the purchase or repair of the shipment or part of it that is affected by the event, with a maximum limit in each case not exceeding Euro 17.00 per kilogram with a maximum of Euro 10,000.00 per shipment.

f) under no circumstances ESSE EMME may be held liable before you for any special, economic or consequential loss suffered (including but not limited to loss of profit, loss of use, investment, launch or opportunity) resulting from any breach of your obligations and/or negligence in the manner in which it has fulfilled or failed to fulfill any of the obligations of this contract.

13. Exclusions

13.1 We will not be liable for any loss of earnings, profit, market, reputation, customer base, use, opportunity, or anyway for any indirect, accidental, special or consequential damages or losses, including but not limited to loss, damage, delay, erroneous delivery or failure to deliver your shipment even when we know that such damage or loss may occur.

13.2 We are not responsible if your shipment or part of it is lost, damaged, delayed, misdirected or unpublished or if we do not fulfill your obligations to you as a result of:

a) circumstances beyond our control such as (but not limited to) natural events including earthquakes, hurricanes, storms, floods, fires, diseases, fog, snow or frost; incidents including, but not limited to, war events, accidents, terrorist acts, strikes, embargoes, dangers in airspace, local disputes or popular insurrections; national or local upheavals in air or land transport networks and mechanical problems to means of transportation or machinery; latent or intrinsic vices of the contents of the shipment; criminal acts of third parties such as theft, robbery and arson;

b) acts or omissions attributable to you or to third parties as your breach (or claim of any other party claiming an interest in the shipment which determines your breach) of your obligations under these terms and conditions and in particular the warranties provided by art. 11; action or omission chargeable to customs, airlines, airports or public officers.

c) shipment contents made of items that are forbidden, even when we have accepted the transport by mistake.

14. Insurance

By way of derogation from the indemnification limits provided for in article 13, you may, on your part, obtain an insurance cover for part of shipments and destinations. The value of the insurance premium will be equal to the one foreseen by the rates of ESSE EMME applicable at the time of shipment or on the basis of existing contractual agreements. You may request the desired adjustment by explicit written mandate given to our Company. If the request for insurance cover comes from the addressee, he/she must make express request through the sender at the time of sending the goods. Shipments free of waybill will have to give details of their contents. Insurance coverage must always be expressly requested in writing at the time of collecting the shipment, by attaching the note "to be insured by the carrier for Euro" on the waybill or on the declaration of exemption. For shipments not requiring waybill you must also indicate the detailed and analytical description of the content (model, brand, etc.). The insurable value is the price of the sales



invoice or, failing this, the market value of the insured items at the place and time of delivery. For the sales invoice price we intend the value of the goods net of VAT, shipping and packaging costs, excluding any rebates granted to the buyer at any time. The insurance is valid for both export and import shipments as long as they are billed in Italy.

Refunds will only be made upon presentation of the documentation showing the value of the goods (sales invoice or, in the absence of this, price list, purchase invoice, repair invoice, etc.). Any damages will be paid out of the franchise provided for in the policy stipulated by ESSE EMME with the Company of its own confidence in effect at the time of shipment or provided by the insurance policies in the transport field. The payment of the damage will take place on the basis of the criterion of proportionality if the goods are insured for less than the real value, as provided for in art. 1907 of the Italian Civil Code.

ESSE EMME, once the documentation of the claim will be examined and considered sufficient for the purposes of the definition, will inform you about the methods and the amount of the liquidation.

If the shipment is already covered by another insurance policy not stipulated by ESSE EMME by order and account of the Customer, our Company remains at the disposal of the Company which has insured the transport for any redraft, if founded, within the limits provided by art. 1696 of the Civil Code.

By virtue of the above ESSE EMME, directly or through its insurance company, undertakes to compensate all direct damages in the above limits. We do not accept billing notes against ESSE EMME invoices, they are not expressly authorized. The insurance service is not available for certain types of goods. Please contact our Customer Service Department for any information you may need.

15. Claims filed by third parties

You agree to not allow any other person who has an interest in the shipment to file a claim or to take action against us in connection with the transportation, even if we have been negligent or defective and if a complaint or an action is taken, you will indemnify us due to the consequences of the complaint or the action and the costs and expense we will face to safeguard us.

16. Claim procedures

17.1 If you wish to submit a claim for lost, damaged or delayed shipment, you must comply with national law or any applicable international convention in accordance with the following procedure; otherwise we reserve the right to reject the complaint. In particular, you must make a written communication within:

a) 5 calendar days from receipt of shipment if the transport of your shipment is carried out domestically, in case of damage or lack of goods not found at delivery;



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b) 5 calendar days from receipt of shipment if the transport of your shipment is carried out by land, within, towards or from a country signatory to the 1956 International Carriage of Goods by Road (CMR) Convention;

c) 5 calendar days from the receipt of the shipment if the transport of your shipment is carried out by air, within, to or from a signatory country of the Warsaw Convention (1929) (as amended over time, if applicable), or the Montreal Convention (1999) (as amended over time, if applicable), depending on the mandatory applicable law.

17.2 After the first report, and not later than the statutory limitation period provided by law or applicable conventions, you must document your claim by sending us all relevant information regarding the shipment, loss, damage or delay. We are not obliged to act on any complaint as long as the freight due to us has not been paid nor you have the right to deduct the amount of your claim from the freight due to us.

We will consider the shipment delivered in good condition unless the consignee specifies a precise damage note or defect on our delivery document at the time of delivering the shipment. In order to be able to consider a claim for damages, the contents of your shipment and original packaging must be made available for inspection.

Except as otherwise provided by any applicable Convention and/or applicable law, right to file a claim for damages against us will be extinguished unless an action is brought before a Court of Justice within one year from the date of delivery of the shipment or the date when the shipment had to be delivered or from the date when the carriage was completed.

17. Rates and payments

18.1 Unless otherwise agreed in writing, you agree to pay freights for the transport of the shipment between the places specified on the waybill, consignment notes/carriage contract and any value added tax on transport within 7 days from the date of issue of our invoice. You waive all your rights to reject our invoices when you do not contest them in writing within 7 days of the billing date. Our freight rates are calculated according to the rates applicable to your shipment as outlined in this contract or in the tariff currents. We can control the weight and/or volume of your shipment, and when we find a discrepancy between your declared weight and/or volume, you agree that the amount of lost and/or volume that we verified may be used for our calculation. As usual procedure, any import duty, value-added tax, and any other tax on shipping to the country of destination must be paid to us by the consignee upon consignment delivery and if the consignee refuses to pay, you agree to pay the total of these amounts within 7 days of receipt of the notification we will forward to you regarding the non-payment by the recipient. You agree to pay all reasonable costs incurred by us for collecting unpaid bills within seven days of the invoice date.

18.2 The applicable rates applicable to shipments are available on request at any of our offices in the billing country of the shipment. The amount we charge may relate to either the actual shipping or volumetric weight, whichever is the greater, and the volumetric weight is

calculated on the basis of the volumetric conversion equation illustrated in our tariff, as well as this contract.

18.3 The door-to-door delivery rates shown in our current tariff include provisions for normal customs clearance formalities and we reserve the right to charge an additional amount whenever the expense to carry out customs clearance formalities requires excessive work in order to allow us to deliver your shipment to the recipient. Additional amounts, therefore, may be charged in some countries for complex customs clearance activities and these include, but are not limited to, shipments that require:

(i) formal customs declarations of entry involving more than three different goods

(ii) customs constraints or the need to deliver goods under customs control.

(iii) temporary import facilitation

(iv) customs clearance that also involves a government department besides the customs authority

In some countries we can anticipate payments related to import charges, fees, penalties or constraints on behalf of the importer, and whenever such additional service is provided, the recipient will be charged a local administrative fee and you will be responsible for its payment if the recipient fails paying it.

18.4 You can provide us with special billing instructions or agree with the recipient of the shipment or any other third party in order to pay our freights and/or any duties, fees, penalties, constraints, inspections, expenses, supplements and fines imposed or in which we incur for the shipment. If the recipient or third party refuses to pay our freights or to reimburse each of the above costs, you agree to pay these amounts within 7 days of our notification of payment refusal.

18.5 Our invoice does not include a copy of the Proof of Delivery (POD) or any other additional document.

18.6 Our invoices must be met in the currency form shown in the invoice itself or otherwise in the local currency, but against the exchange rate we provide.

18.7 We have general right of retention on all of your shipments at all times, which gives us the right to sell (immediately after the expiration of the invoice) the content and keep the proceeds of the sale in compensation of any sum that might be due by you for previous shipments carried out or delivered.

18.8 You are committed to paying the amount regarding ESSE EMME's services governed by these conditions within the agreed terms. Delay payments may lead to the application of a moratorium interest of 12% per annum. By subscribing to this offer, you consent from now on in case of full or partial insolvency of payment of the invoices for carriage resulting from this agreement, which are not due to force majeure and without prejudice to the cases provided for by law, that ESSE EMME suspends the reduced rate service until the



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termination of the insolvency state. During the possible suspension period, ESSE EMME reserves the right to accept, exclusively, any freight forwarding under full payment. It is also faculty of ESSE EMME to terminate this agreement at any time by sending a registered letter with a return receipt, if the payment has not been made within 30 days after the last payment date, except for force majeure. This excludes anyhow ESSE EMME's right to proceed with the recovery of credits (with the addition of legal fees and interest for delayed payment) concerning transports in the times and in the ways provided by the law, plus the right to the greater damage.

18.9 In what payments on delivery to ESSE EMME is concerned, in case such payments are made by check, whether addressed to you or to ESSE EMME,

the latter will be exclusively in charge of checking the correctness of the data and the amount of the check issued, as well as its signature. With respect to this ESSE EMME will not, however, assume any obligation to verify its authenticity, nor will it be required to check its correspondence with the issuer or verify that it has been signed by a person with the power of signature.

Therefore, ESSE EMME will be required to verify the correspondence between the instructions received and the data on the check relating only to header of check, amount and signature within the above limits.

You are at the same time committed to maintain ESSE EMME free from any consequence and any direct and indirect damages that may happen to it from any problem arising in relation to the collection of such checks. You are at the same time committed to maintain ESSE EMME free from any problems that should arise in relation to any other aspect of erroneous compilation of the check attributable to the issuer, subject to the above-mentioned controls.

You also authorize ESSE EMME to withhold the sums received by it as a payment against delivery in respect of the shipments made from time to time, in partial and/or total compensation of the sums incurred by invoices issued from time to time for transports provided to you; this article will only work if you were for any reason insolvent (by insolvency we mean the case of non-payment within 30 days after the last due date for the invoice) against the invoices issued by ESSE EMME at the agreed maturity terms. The amounts held by ESSE EMME will take into account any disputes already open on previous invoices and will therefore be made net of the same until the definition of the dispute eventually pending.

18. Collections, deliveries and storage

ESSE EMME guarantees that, if any refusal of delivery occurs, it will inform the sender according to art. 1690 of the Civil Code. The Sender is obliged to inform the competent branch in writing, in a timely manner, of the enforceable provisions relating to the redelivery of the shipment. If no written agreement is made, ESSE EMME reserves the right to return the shipment to the sender by charging the related costs within 30 days after issuing the storage notice. In this case, all costs and charges relating to the transport and storage will



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be the exclusive responsibility of the Sender, with the power to apply the provisions of art. 1690 of the Civil Code, last paragraph.

If the Sender does not intend to pay the relevant costs, ESSE EMME may exercise, however, the validity of the usual legal actions for the protection of its credit, the retention right in accordance with the provisions of art. 2756-2761 of the Civil Code, also proceeding to the storage and the sale of the goods.

After six months from the beginning of storage, in any case, the Sender who has failed to pay the credits at his expense, renounces, however, by signing this contract, to any right on it, which will pass into the full availability of WORLD

CARGO's for Charity purposes also in favor of national or international bodies, institutes or foundations.

19. Compensation due to the staff employed (whenever applicable)

You agree to indemnify us from any cost, claim, liability or any kind of request arising directly or indirectly from recruited transferred staff or any transferred employee or former employee or any supplier or former supplier or third party who may in any way derive from the commercial relationship between us, including, but not limited to, any liability arising from the European Community Acquired Rights Directive (77/187 / EEC, as amended by Directive 2001/23 / EC) or by national law implemented accordingly or by any other applicable law on employment.

20. Applicable regulations

21.1 In the event of any term or condition of this Agreement being declared invalid or inapplicable, such determination shall not affect the other provisions of this contract of carriage which shall remain in force for the remainder.

21.2 Disputes arising from or in connection with this contract of carriage will be subject to Italian laws and Courts.

21.3 For all that is not here expressly agreed upon, Confetra General Terms and Conditions, followed by all Italian Couriers and Shippers, apply. Such terms were registered at the national Chambers of Commerce on 07 January 1997, as well as the regulations stated by the civil code in order to govern the transport field.

21. Legal jurisdiction

For any disputes relating to the transport relations between the parties, the Forum of Rome is solely competent with express exclusion of those provided for by law by alternative means. For payments payable in USA, the relevant court will be the Court of Miami ,Florida.



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22. Privacy disclaimer

ART. 13 of the LEGISLATIVE DECREE No.196/03 “CODE ON PROTECTION OF PERSONAL DATA”

Your data is processed for the purposes of contract execution and commercial information; disclosing your personal data to us is optional, but your refusal would lead to the inability to establish business relationships with ESSE EMME Srl.

Your e-mail address (if it is shown) will be used to send business information about our products and/or Services; your data will be handled in a manual, computerized and/or digital mode. They may be disclosed to ESSE EMME in Italy and abroad and will not be disseminated. Our data processors (internal and external, listed below) may acquaint your data as well as the categories of persons responsible for such processing. You may also contact (by phone at 06.65029134) the data controller to verify your data and to supplement, update or rectify them and/or exercise the other rights provided by art. 7 of Legislative Decree No. 196/03. In particular, you can always object through the Privacy Service at any time the handling of your emails for direct marketing or marketing purposes. We inform you that the data processor is ESSE EMME which headquarters are in Via del Fosso della Magliana 12 - 00148 Rome-. The Processing Manager is the Commercial Director, domiciled for office at the headquarters of the company.