

## Foreword

General Terms of Contract hereof (hereof "GTC"), regulate the Contract of Transportation ex art. 1678 of Italian civil code (hereof "Contract"), effective as at 01/01/2011, are here following detailed:

SECTION I -	General Provisions
SECTION II -	Contract termination
SECTION III -	Standards of transportation operations

## SECTION I GENERAL PROVISIONS

### Article 1 Definitions

For purposes of this Agreement, the terms set forth below shall be defined as follows:

- 1.1 Customer:** shall mean a legal person or entity party requiring the shipping and goods transport services, or acting in the name and on behalf
- 1.2 Carrier:** shall mean a subject providing transportation and related services required by the customer;
- 1.3 Vehicle:** shall mean a containers, swap bodies, trailers or any other intermodal vehicle (UTI Intermodal Transport Unit) used for loading and/or shipment of goods;
- 1.4. Shipment:** shall mean actions and activities undertaken in relation with the shipment of goods, therefore containers, swap bodies, trailers, bags, envelopes, parcels, or any other object to be shipped, delivered and accepted for shipment and shipped according conditions herein;
- 1.5 Consignee:** shall mean the person or organization shown on the waybill to which goods are shipped;
- 1.6 Customs formalities:** shall mean procedures required and followed by customs officials and/or controlling authorities different from Customs (veterinarian, health, phytopathologic, police, etc.) during the incoming and outgoing goods in/out the territory of the state;
- 1.7 Unclaimed goods:** shall mean goods that have not been called for by the consignee or owner, pursuant to the General Conditions hereof;
- 1.8 UTI:** shall mean Intermodal Transport Unit (HC containers, swap bodies, trailers) bearing following peculiarities: permanent and resistant so to allow repeated use in time; devices enabling the loading, unloading and transshipment for the shipment of goods without breakage load with one or more ways of shipment; fitted with devices to facilitate its handling;
- 1.9 GTS :** shall mean G.T.S. – General Transport Service Spa.

### Article 2

#### Field of application of the Agreement

- 2.1** General terms and conditions hereof apply on all national and international shipping and goods transport services executed by GTS for valuable consideration against payment.
- 2.2** Possible exceptions provided by the engagement letter and/or agreement with the Customer are effective only and exclusively in the circumstances which refer to assignments for which General terms and conditions expressly confirm a different agreement provision.

### Article 3

#### Compliance of laws, rules and regulations

- 3.1** For any aspects not expressly provided in General terms and conditions hereof or any other document, shall be applied provisions established

on the subject by the Civil Code and any other regulatory and law provisions.

**3.2** Provisions of the General terms and conditions hereof must be considered automatically replaced, amended or cancelled, whereas its content is incompatible with occurred imperative, legislative or regulatory provisions;

#### **Article 4**

##### **Shipment excluded**

**4.1** Carrier doesn't execute shipment of:

1. goods whose size, weight or any other reason don't permit its shipment due to lack of equipments, systems, plants or suitable vehicles;
2. goods whose shipment is banned by statutory provisions or security measures;
3. caskets and human remains;
4. animals.

#### **Article 5**

##### **Governing law**

**5.1** Parties jointly agree that any shipping activity required by the Customer is regulated in accordance with Italian law and shall be governed by Italian law which regulates its validity, performance and termination as well as resolution of possible controversies;

**5.2** For all not expressly hereby provided, any contractual relationship arising between GTS and the Customer is regulated by the applicable law provisions, particularly by the articles 1678 and related articles of the Italian Civil Code, provision of law no. 32 dated March 1<sup>st</sup> 2005 and legislative decree no. 286 dated November 21<sup>st</sup> 2005 and subsequent amendments and integrations.

**5.3** Arbitrary jurisdiction is not admitted.

**5.4** Parties expressly agree that any controversy arising out of the shipping agreement must be submitted to the exclusive jurisdiction of competent court of Bari (Italy).

#### **Article 6**

##### **Claims, disputes and complaints conditions**

**6.1** Claims, disputes and complaints raised by the Customer against GTS in reason of possible implied damages, must be brought to the attention of GTS, under penalty of cancellation, by registered mail within the time limit of 10 (ten) days from the conclusion of the shipping activity and/or in any case from the date of pick up of goods object of the commissioned activity.

## **SECTION II**

### **TERMINATION**

#### **Article 7**

##### **Effectiveness, validity and formalization of contract**

**7.1** The contract must be considered concluded, effective and valid from the date of receipt from GTS of a copy of "GTC" hereof duly undersigned by the Customer.

**7.2** Without prejudice to any separate agreement among parts, in case of incompatibility, "GTC" hereof prevail over those previously published on the [www.gtslogistic.com](http://www.gtslogistic.com) website, whereas the translation of wording of contract hereof in different languages from the Italian, the "GTC" hereof or single clauses must be interpreted exclusively in accordance with the correct meaning that terms and expressions adopted have in the Italian language.

**7.3** GTS terms and conditions shall be extended to any subject GTS might make use of for pick up, shipment or delivery operations for goods consigned. No GTS employee, agent or third party service provider is authorized to transfer, alter or modify terms and conditions hereof.

**7.4** In case of conflict between possible verbal or written instructions by the Customer and GTS terms and conditions, the same must be bound only to the latter.

**7.5** Without prejudice to otherwise expressed and written agreement, offers and prices proposed by GTS shall be valid for a limit period of 30 (thirty) days. Said term is set from the day of transmission of the offer from GTS.

**7.6** "GTC" hereof shall not be in any case cancelled or ignored, amended or integrated unless otherwise agreed in writing between the Customer and a GTS representative vested with written authority powers and legally empowered to stipulate the same agreement.

**7.7** No amendment, adding or waiver of terms, clauses and contract conditions must be restrictive for the Customer or Carrier unless by himself priorly approved in writing.

#### **Article 8**

##### **Payment terms and conditions**

- 8.1** For any shipping service, Customer shall pay Carrier price agreed.
- 8.2** Whereas not differently mentioned on GTS proposal offer, payment due to GTS, shall be made at the moment of the shipping service assignment, unless otherwise agreed in writing with the Customer.
- 8.3** All sums not paid when due shall bear what provided by the legislative decree no. 231 dated October 9, 2002.
- 8.4** Claimed credits due to assigned services, thus performed services included, as well related to occasional or continuous services, shall be covered by the right of balance offsetting on any and all goods now or subsequently delivered or deposited or on all payments due for transportation, storage, preservation of the goods, as well as performance of other services.
- 8.5** Customer shall pay Carrier reimbursement of costs effectively sustained for collection of outstanding amounts made by third parties.
- 8.6** Whereby the Customer delays payments due for over 3 (three) days from the date of a formal letter of warning and anyway over 30 (thirty) days from due date, Carrier shall be entitled to demand anticipated payments before the execution of services required.
- 8.7** In pursuance of Italian Civil Code art. no. 1193, comma 2, any payment made by the Customer, unless otherwise posted, must be considered a balance or partial balance of unpaid items shown up to that moment. Effective immediately, Customer authorizes balance offsetting of credits claimed for any reason by GTS thru any amount due to the latter for services commissioned.

#### **Article 9**

##### **Customs formalities.**

- 9.1** Unless explicitly required, all customs formalities must be in charge of Customer. Customer shall also bear the costs for any inspection and customs visits, additional services included (portorage, supplementary crane pitches, haulage equipment). GTS agrees to provide Customer with a prompt and timely communication.

### **SECTION III**

#### **TRANSPORTATION EXECUTION**

##### **TITLE I**

##### **Obligations**

#### **Article 10**

##### **Carrier obligations**

- 10.1.** GTS reserves the right to accomplish shipment of commissioned goods with other goods unless otherwise specifically written by the Customer.
- 10.2.** GTS declines any responsibility for the interpretation of instructions provided by the Customer verbally or by telephone and not confirmed in writing or anyway contrary to the "GTC" hereof.
- 10.3.** GTS reserves the right without prior notice to be substituted by others in the execution of the agreement in pursuance of art. 1717 of the Italian Civil Code
- 10.4.** GTS shall not be held responsible to insure goods consigned for the shipment unless otherwise explicitly required in writing by the Customer.
- 10.5.** Whereas the Customer makes a request as per item 10.4, GTS will stipulate the insurance for the goods according the general conditions of Insurance Companies chosen by GTS. Unless Customer doesn't explicitly specify risks to insure, GTS will insure ordinary risks only.

#### **Article 11**

##### **Customer obligations**

- 11.1.** Customer shall specify and promptly communicate the nature of goods, number, quantity and contents of goods, dimensions, value, gross weight, and any other useful information for the best execution of shipment.
- 11.2.** Customer shall exclusively bear full liability for the the packaging, loading and internal protection of the goods shipped.
- 11.3.** In case of omission of what above specified, Customer shall be kept liable of all and any damaging consequence arising as well due to lack, insufficient or unsuitable packaging.

11.4. Customer shall provide GTS on a timely basis clear and explicit shipping instructions as well as required consignment and shipping documentation. Alternatively, GTS shall autonomously provide in accordance with "GTC" hereof.

#### **Article 12**

##### **Refusal, rejection and inspection of goods.**

12.1. GTS reserves the right to refuse, keep, cancel, or return to Customer at any moment goods consigned for shipment, and whereby GTS would judge the shipment susceptible to cause damages or delay to people, to goods or to other shipments, or whereby such shipment is forbidden by governing laws on the territory of consignment, transit or destination, or it breaches any of the "GTC" hereof, and without in any way, possible lack of conformity of shipment to governing laws or applicable regulations of the "GTC" hereof, subsequently raised might, be charged to GTS. Customer shall bear any possible charges and costs.

#### **TITLE II**

##### **Goods to be shipped**

#### **Article 13**

##### **Hazardous goods.**

13.1. Shipment of hazardous goods may be accepted prior detailed communication from GTS specifying specific characteristics of goods to be shipped firm remaining that all governing provisions for any type of hazardous goods shipment is duly observed. Whereas GTS shall suffer damages and consecutive serious and irreparable assets detriment of any nature due to wrong indications and statements provided by the Customer, this, sole liable, must release GTS from any sort of obligation or liability.

13.2. Whereas the consignee refuses a package containing hazardous products, or in case which the same package is subject to leaks, or is damaged or emanates any sort of odor or fumes (cumulatively denominated "leaks"), it shall be returned, whereas possible, to the Customer. Shall the the package be refused or rejected by the Customer, or not be able to be delivered due to leaks or damages, Customer shall be liable for what above stated and shall undertake obligations to reimburse or anyway indemnify GTS for any costs, fees and expenses incurred in connection with the cleaning/disposal of the package.

#### **TITLE III**

##### **Loading and unloading operations**

#### **Article 14**

##### **Suitability of the loading equipments and contents.**

14.1. Whereas required GTS undertakes to supply suitable loading equipments. It will be in any case care of loading personnel (on behalf of Customer), to verify suitability of equipments. Shall loading equipments be accepted without reserves, GTS shall decline any responsibility for damages incurred on goods (i.e. damage from wet, failures, leaks, loss, general damages) during the shipment.

14.2. Whereas the Customer uses own vehicles to pick up GTS swap bodies, the Carrier shall verify their suitability for the loading and seal integrity at the moment of acceptance and taking charge of swap body.

14.3. In any case GTS shall not be obliged to control contents of shipment.

#### **Article 15**

##### **Custody of goods during loading/unloading operations**

15.1 Liability for items held in safe custody of goods and vehicles/equipments during the loading/unloading operations shall be undertaken by the Customer /Consignee.

Carrier shall undertake custody obligations exclusively by the moment in which goods and vehicles/equipments are assigned to him and in any case whereas Customer/Consignee shall not have access to same goods and vehicles/equipments.

#### **Article 16**

##### **Packing – State of goods**

16.1. Carrier may require particular types of packing in relation to the nature of goods and shipping techniques.

16.2. Whereas Customer doesn't fulfil obligations as per previous paragraph or shows clear signs of failure or deterioration on goods, Carrier shall ask Customer to acknowledge or declare on the shipping document, according to different cases, lack or insufficiency of packing or defective conditions of goods.

It remains anyway unaltered Carrier's right to refuse the shipment.

#### Article 17

##### **Obligations of Customer /Consignee and of the Carrier in relation to loading/unloading operations**

17.1. Customer shall execute the loading of goods in accordance with loading requirements provided by the Carrier.

Carrier shall furthermore insure the load and where as needed, undertake full care and costs in order to sustain normal shipping risks thus avoiding any danger to the safety and execution of the shipment.

17.2. Customer/Consignee shall undertake obligations, as far as they are concerned, to observe requirements concerning the shipment of different types of goods particularly hazardous ones, as well as on any other regulation enacted to its regard by the relevant authorities.

Customer /Consignee shall be deemed liable for payment of any amount that carrier is due to pay as sanction for the violation of above mentioned requirements and regulations.

17.3. Customer /Consignee shall be deemed liable to communicate on a timely basis to the Carrier the occurred execution of the loading/unloading operations.

#### TITLE IV

##### **Execution of shipment**

#### Article 18

##### **Terms of delivery**

18.1 Delivery of goods to consignment shall take place within the time limits required for the execution of shipment and in accordance with criteria of normal diligence and safety, keeping in due consideration traffic, road, air and railway network. Terms of delivery shall be deemed suspended:

- 1) on Saturdays and Sundays;
- 2) week days festivities;
- 3) during vacations period shut down established by the Category;
- 4) on days and hours during which vehicles movement is forbidden due to administrative provisions;
- 5) due to force majeure or due to accidental events.

#### TITLE V

##### **Shipping documents**

#### Article 19

##### **Documents management**

19.1 GTS shall undertake obligations to make available documents duly signed by the Consignee proving the execution of the shipment. Said documents shall be deemed available to the Customer for the download on the [www.gtslogistic.com](http://www.gtslogistic.com) website in a reserved locked area, which password shall be supplied immediately after the first shipment. The original copy of the documents shall be held in custody at GTS headquarter. Customer may make request of the original copy against payment of € 10,00 (ten/00) for each single shipment.

#### Article 20

##### **Cash on delivery**

20.1. Unless differently and preventively provided by GTS in writing, cash on delivery shipments are not allowed.

20.2. Whereas GTS expressly provides a written request for cash on delivery shipment, the order for collection shall be bestowed exclusively from the Customer clearly and visibly showing on the shipping documents next to the required information for the Carrier to deliver the goods the word C.O.D., followed by the amount in Euro (or currency of the country of destination if extra EU), shown in numbers and letters. Failure to fulfil above mentioned formalities, shall relieve Carrier from liabilities related to the order for collection. Shall not undertake, furthermore, any liability for possible irregularities, falsification or uncovered/protested cheques accepted on ordinary basis by the Customer.

20.3. In any case, shipments subject to cash on delivery payments shall be preventively communicated to GTS who reserves the right to accept them in writing, in case of lack of a written acceptance, shipment shall not be executed on C.O.D. terms.

#### TITLE VI

##### **Liability – Exercise of rights**

#### Article 21

##### **Carrier liabilities**

- 21.1. GTS shall not be deemed liable for a partial or total loss or failure whereas the seal shows intact at the moment of delivery.
- 21.2. GTS shall not be deemed liable for a partial or total loss or failure in case of lack and/or inadequate and/or interrupted and/or incorrect functioning of the cooling and/or ventilating equipment of UTI (Intermodal Transport Unit) that transports perishable goods or products.
- 21.3. Pick up of goods lacking of written specific reserves of the vehicle and so of goods by it contained from the person entitled, extinguishes any action/claim against GTS for the partial or total loss, failure or delay, shall require obligatory payment of the price.
- 21.4. The price of shipment relates to transport executed by ordinary UTI and methods that do not include thermal insulation. Therefore, if the Customer needs to transport perishable and/or easily damaged goods that requires controlled temperature shall make an explicit warning and shall request a specific reformulation of the price. Otherwise GTS assumes no liability for any damage, loss of weight, thermal shock and damages generally caused by weather conditions and / or transit time not due to willful misconduct or gross negligence of GTS, its employees and/or agents.
- 21.5. GTS shall not be deemed liable for direct or consequential damages, economic or financial damages included or damages that might jeopardize an interest or advantage (among which earning or profit loss, market, business reputation or loss of opportunity and so on) arising from the loss, damaged, delay, lack or wrong delivery. As delivery terms limit declared shall be considered purely indicative, GTS shall not in any case be deemed liable for possible delays, independently by their cause.

## Article 22

### Customer liability

- 22.1. Customer shall be deemed liable for damages caused to third parties and to the same Carrier shipping the goods.
- 22.2. By signing the agreement hereof, Customer shall be deemed fully and directly liable toward the Carrier also for the obligations in charge of Customer /Consignee, as well as for the payment of amounts for any reason due by the Customer/Consignee in accordance with "GTC" hereof.

## Article 23

### Impossibility to execute the shipment

- 23.1 Events not caused by GTS and/or its personnel, that partially or totally impede in any case GTS to fulfil its obligations (i.e.: wars, earthquakes, flooding, uprisings, fires, workers strikes, as well as cases of force majeure and/or exemptive events provisioned by international conventions) shall exonerate GTS for the period of its duration from liabilities with regards to assignments affected by said events.

## Article 24

### Domestic Shipments

- 24.1 Whereas the shipment is performed on the national territory, the liability of the company, be it contractual or extracontractual, for loss or failure of goods shipped, shall be conventionally limited to the maximum amount of Euro 1,00 (one) for each Kg gross weight (ex art. 10 D.Lgs. n.286 of 21/11/2005) of the goods destroyed or damaged, or whereas the value of the goods is lower than Euro 1,00 (one) for each Kg, GTS shall be deemed liable to an indemnity calculated on the basis of the value of the goods in the place and time Carrier received the goods.

## Article 25

### International Shipments

- 25.1. Whereas the shipment of goods whose place of receipt of goods is different from the place of consignment as provided by the contract, of which at least one of them is part of the 1956 Geneva Convention (CMR), GTS liability shall be regulated by said Convention. GTS liability due to loss or failure of goods shipped – be it contractual or extracontractual – shall not exceed the amount of DSP (special rights of withdrawal) 8,33 for each Kg. of goods lost or failure.
- 25.2. Whereas limits of liability provisioned by the above clauses can't be applied for any reason, among which breach of contract, negligence, criminal action, or non-fulfilment, GTS liability toward the Customer for loss, damages or failure shall be limited to the costs effectively suffered by the Customer to a maximum of 5 dollars USA per kilogram effectively shipped.
- 25.3. An insurance coverage against all risks exclusively thru a written order shall be bestowed by the Customer and accepted by GTS prior pick up of goods, costs and expenses to insure values requested shall be transferred to the Customer.

## Article 26

### Force majeure

- 26.1 Following cases, listed as a non-exhaustive example, constitute cases of force majeure which exclude the liability of the Carrier, in relation to the execution of shipment:
- interruption of vehicle movement due to causes non attributable to the Carrier, including road impracticability or road not conformed to required standards, excess traffic due to events or extraordinary situations;
  - union workers strikes.

**TITLE VII**

**Privacy**

**Article 27**

**Privacy policy statement**

27.1 In accordance with the governing law regarding the processing of personal data (art.13 of Lgs.196/2003 known as Privacy policy code) GTS, processor of personal data informs:

- that personal data provided to GTS is necessary for the execution of shipment;
- that said data might also include data considered by law "sensitive", of which the owner might come to know, in which case the approval shall be reserved also for the treatment of sensitive data;
- that the personal data is therefore treated for following use:
  - a) use strictly connected and instrumental to the relationship underway;
  - b) use connected to obligations arising from laws, regulations and conventions;
- that the data is treated with adequate manual procedures and electronic devices, by personnel belonging to the structure of the owner, within the limits of the execution of the treatment operations required to fulfil the shipping contract. Such subjects have been appointed and received adequate operative instructions, with particular attention to the adoption of security measures.
- that the owner may be obliged to communicate the data to other subjects, to all natural persons, individuals or legal entities (consultancy, legal, administrative, taxing, auditors, carriers, shippers, data processing, etc.) whereas the communication is required for the aims above mentioned as well as to its agents, contractors and sub-contractors for the execution of their services with reference to such shipment and in conformity with the "GTC" hereof to bank offices for the management of receivables and payables;
- that the approval GTS intend to asks to express, thru the signature in the appropriate field related to "expression of consent for personal data processing" shown on said contract, refers to the need of the owner to communicate your data as above and for sensitive data. Art. 7 of D.Lgs. 196/03acknowledges the right of the person to ask the owner of the treatment confirmation of the existence or not of data of his concern and that such data placed to him available in an intelligible form. The person may ask to know the origin of the data as well as the logic, the manner and uses on which the treatment is based; to know the subjects or the categories of subjects, responsible, appointed personnel or representatives appointed on the national territory that may come to know his data; to obtain the cancellation, transformation in an anonymous form or block of the data treated in violation of the governing law, as well as the update, amendment or if interested, integration of data; to oppose for legitimate reasons, to the same treatment and to oppose at any moment to the treatment for promotional reasons. Internal responsible for the treatment is Dott.ssa Claudia Specchia to whom ask in order to exercise above mentioned rights.

Read, approved and undersigned on \_\_\_/\_\_\_/\_\_\_ CUSTOMER

In pursuance of and to the effects of art. 1341 and 1342 c.c. the Customer declares to have carefully read and understood every part of the contract hereof and particularly approves without any reserve following clauses of the contract hereof: Art.5 Jurisdiction, applicable law and competent court; Art.6 Terms of claims, complaints and requests; Art.7 Effectiveness, validity and formalization of the contract; Art.8 Payment terms and conditions; Art.10 Carrier obligations; Art.11 Customer obligations; Art.12 Refusal, rejection and inspection of goods; Art.13 Hazardous goods; Art.15 Custody of goods during loading/unloading operations; Art. 17 Obligations of Customer/Consignee and of the Carrier in relation to loading/unloading operations; Art.21 Carrier liabilities; Art.22 Customer liability; Art.23 Impossibility to execute the shipment Art. 24 Domestic Shipments; Art. 25 International Shipments.

Read, approved and undersigned on \_\_\_/\_\_\_/\_\_\_ CUSTOMER

In relation to the informative ex art. 13 D.Lgs. 196/03 Customer, provides his own approval to the treatment of his own common and sensitive data, for use of the communication within the terms described on the above mentioned informatives.

Read, approved and undersigned on \_\_\_/\_\_\_/\_\_\_ CUSTOMER