

THERMOCAR S. R. L.
GENERAL CONDITIONS OF DISPATCH

1. DEFINITIONS

- 1.1. For the purposes of these General Terms and Conditions of Dispatch (hereinafter, the "**General Terms and Conditions**") and any additional covenants, for
- 1.1.1. "**Forwarder**" means: Thermocar S.r.l. (C.F. and VAT no.: 00267080109) with registered office in Genoa (GE), 16149, Viale Africa;
- 1.1.2. "**Principal**" shall mean: the party entrusting the forwarding mandate and/or the performance of any ancillary operations to the Freight Forwarder on its own behalf and/or on behalf of third parties;
- 1.1.3. "**Contract**" shall mean: the forwarding mandate given by the Principal to the Freight Forwarder;
- 1.1.4. "**Container**" shall mean: the container provided or procured by the Freight Forwarder for carriage;
- 1.1.5. "**Goods**" means: all or part of the goods covered by the Contract;
- 1.1.6. "**Dangerous Goods**" means goods that inherently or when subject to carriage may cause injury to persons, animals, other goods or property such as, but not limited to, goods classified under IATA, IMO, ICAO, or ADR/RID regulations;
- 1.1.7. "**Interested party to the Goods**" means: (i) the Principal, (ii) the shipper, (iii) the person entitled to the Goods and, more generally, (iv) any person having a legally relevant interest in the Goods;
- 1.1.8. "**Carrier**" shall mean: the person to whom the Freight Forwarder entrusts the performance of the carriage of the Goods and/or, more generally, any person who physically performs, in whole or in part, the carriage of the Goods.
- 1.2. In no event shall the reference in the Contract to the Charging Party be construed as exempting the Principal from its obligations under these General Conditions.

2. SCOPE OF THE GENERAL TERMS AND CONDITIONS

- 2.1. Unless otherwise agreed in writing by the Parties, these General Terms and Conditions shall govern:
- 2.1.1. obligations arising out of relationships entered into by the Freight Forwarder;
- 2.1.2. obligations arising out of acts and/or facts attributable to the staff and/or auxiliaries of the Freight Forwarder and/or third parties for which the Freight Forwarder is bound by law to be liable;
- 2.1.3. the perimeter of the responsibilities, their limits and the immunities of the Freight Forwarder.
- 2.2. The Principal, whether acting on his own behalf or on behalf of a third party in entering into the contract of shipment and/or carriage, expressly accepts, also for the purpose of art. 1381 of the Civil Code, that these General Conditions shall apply fully and unconditionally to all contractual or extra-contractual relationships between the Freight Forwarder and the Interested Parties to the Goods related, also indirectly, to the Contract.
- 2.3. In the event of any conflict between offers, orders, order confirmations, instructions issued in connection with the Contract, shipping documents, etc. and these General Terms and Conditions, the terms of the latter shall prevail.

2.4. These General Terms and Conditions shall apply in the event that Thermocar S.r.l. has not issued or issues a bill of lading and/or transport document. In that case the terms and conditions on the back of that document shall apply.

3. **OBJECT OF THE CONTRACT**

3.1. The Freight Forwarder shall, against the forwarding mandate given to him - as a rule in writing - by the Principal, undertake:

3.1.1. to enter into the transport contract(s) and,

3.1.2. to perform ancillary operations,

3.1.3. to provide, if requested, a transport container.

3.2. The Freight Forwarder undertakes to perform the Contract with the diligence required by the nature of the activity exercised.

3.3. The Principal, unless he has communicated specific instructions as to the modalities of performance, acknowledges to the Freight Forwarder the widest discretion as to the modalities of performance of the Contract and undertakes to ratify any act performed by the Freight Forwarder, its personnel and/or auxiliaries within the scope of said discretion.

3.4. The Freight Forwarder shall forward to the Principal, who shall expressly approve it, the draft bill of *lading* issued by the Carrier.

3.5. The Principal shall at all times be liable to the Carrier for the payment of Demurrage & Detention, Storage, detention, warehousing and any other costs incurred by the goods and the Container.

3.6. Under no circumstances shall the Freight Forwarder be required to act or be deemed to act as freight forwarder.

4. **GOODS**

4.1. The Principal shall provide the Freight Forwarder with all information necessary for the proper performance of the Contract by indicating in writing, by way of example but not limited to, the modalities of handling, custody, carriage, redelivery, etc. as well as the temperature at which the Goods are to be stored. In case of missing or incomplete instructions, the Freight Forwarder shall be entitled to act in the best interest of the Goods.

4.2. Unless otherwise expressly agreed upon in writing, the Principal warrants that:

4.2.1. the Goods are not illegal goods and/or subject to or directed against persons and/or entities subject to sanctions issued by the EU and/or the USA;

4.2.2. Goods are not Dangerous Goods;

4.2.3. Goods are not valuables, coins, precious goods, works of others;

4.2.4. Goods are suitable by their nature for the carriage to which they are to be subjected and are presented for shipment with suitable packaging in relation to their nature and the carriage to which they are to be subjected;

4.2.5. The Goods and their packaging are provided with appropriate *markings* and notices indicating the precautions to be observed in handling, handling, transporting and storing the Goods;

4.2.6. the nature, number, quality and quantity, the number and content of the packages, the gross weight (including the weight of packages, pallets, and the overall dimensions of the same), the dimensions and overall dimensions and any other information relating to the Goods are true and correct.

- 4.3. For perishable goods, the Principal shall declare in writing their nature and at the same time provide the necessary instructions for their transportation and storage.
- 4.4. In case of breach of the obligations under this clause, the Freight Forwarder shall be entitled to terminate the Contract pursuant to art. 1456 of the Civil Code and/or, at its sole discretion, to refuse, deposit or otherwise dispose of the Goods or to destroy them in case of danger. In any case, the Interested Parties to the Goods shall be liable for any and all detrimental consequences and expenses that may arise for various reasons against the Freight Forwarder.
- 4.5. In any case, the Interested Parties to the Goods shall indemnify and hold harmless the Freight Forwarder from any and all damages, claims, expenses and/or penalties of any nature whatsoever that may arise from the breach of the provisions of this Clause.
5. **DELIVERY TERMS**
- 5.1. The Freight Forwarder does not guarantee the respect of delivery terms and, therefore, the Freight Forwarder acknowledges and accepts that the Freight Forwarder shall not assume any liability (contractual or non-contractual) for any delay in the acceptance, carriage and/or redelivery of the Goods irrespective of the cause of such delays or of requests by the Freight Forwarders for particular delivery terms even if resulting from the shipping documents.
- 5.2. In any case, the Interested Parties acknowledge that the delivery time of the carriage and its duration are at the sole disposal of the Carrier, therefore no liability can ever be ascribed to the Freight Forwarder.
6. **CUSTOMS OPERATIONS**
- 6.1. Unless expressly agreed upon in writing, the Freight Forwarder shall not assume any responsibility for the performance of customs operations relating to the Goods.
- 6.2. If, upon specific written agreement, the Freight Forwarder assumes the obligation to perform customs operations in respect of the Goods, the Interested Parties warrant that the documentation accompanying the Goods is genuine, complete and free from irregularities and that the Goods correspond strictly to the description given, comply with any applicable regulations, are freely importable and/or exportable and are in conformity with the relevant markings.
- 6.3. Those involved in the Cargo are required to provide in a timely manner all information, data, customs codes, the heading and customs classification of the Goods and all documents necessary to carry out the customs operations.
7. **PRINCIPAL'S DECLARATIONS**
- 7.1. The Principal warrants and represents:
- that the information and instructions given to the Freight Forwarder for the performance of his obligations are true and correct;
 - that the shipment has been correctly and accurately described in every document;
 - that Goods declared by the Freight Forwarder as not acceptable have been recognised as such by the Sender and that they have not been included in the shipment;
 - that the nature of the goods, the number, quantity, quality and content of the packages, the gross weight (including the weight of packages and pallets), the volume and dimensions of the packages and any other information provided are true and correct;
 - that the packaging and labelling relating to the goods and the transport conditions are considered appropriate.

- 7.2. The Principal further expressly declares to indemnify the Freight Forwarder against any damage, claim or cost howsoever arising from:
- violation of the above guarantees;
 - lack of, insufficient or inadequate packaging;
 - inadequate or incomplete information on the storage and custody of the Goods;
 - lack of information on cargo and packaging regarding the necessary precautions to be taken when handling and lifting goods.
- 7.3. The Principal expressly acknowledges that the Carrier appointed by the Freight Forwarder in the name and on behalf of the Principal shall be deemed accepted without reservation unless exceptions are raised immediately upon the first communication of the Freight Forwarder disclosing the identity of the Carrier.
- 7.4. The Principal authorises the Freight Forwarder to process all data related to the shipment and/or any customs operations, if required, in order to allow the Freight Forwarder to manage the online administrative and operational aspects necessary to provide the shipment with the best assistance.
8. **FORWARDER'S OFFER**
- 8.1. The Offer shall always be *Valid at Time of Shipment and shall be* based on the quotations received by the Freight Forwarder from the Carrier, which reserves the right to modify them at the time of performance of the carriage also on the basis of - but not limited to - fluctuations in the price of fuel, in accordance with the provisions of D.Lgs. 286/05, art. 6, co. 3, lett. d). 6, co. 3, lett. d). The Freight Forwarder shall therefore not be liable for any revision of the economic offers.
9. **TERMS OF PAYMENT**
- 9.1. The amounts due to the Freight Forwarder shall be due at the time of the issuance of the relevant invoice by the Freight Forwarder on the terms and conditions agreed with the Principal at the time of the conclusion of the contract between the parties. Delays in payment shall cause interest to accrue instantaneously pursuant to Legislative Decree No. 231/2002.
- 9.2. The Freight Forwarder shall have the right to terminate, at any time and at its sole discretion, the terms of payment granted to the Principal and to demand immediate payment of its fees in case the relationship of trust with the Principal has ceased to exist and/or the guarantees of solvency of the Principal have failed or have been reduced and/or the Principal has delayed the payment of even a single invoice and/or in any of the cases provided for by art. 1186 of the Italian civil code.
- 9.3. Delay in payment of invoices for a shipment may result in the revocation of the benefit of the period of favourable payment on other shipments of the same Principal, even if subject to different shipment contracts.
- 9.4. The Principal and the Interested Parties to the goods shall hold the Freight Forwarder fully harmless from all claims for freight, customs duties, taxes, compensation for deterioration of the goods, fines, delays and any other sums charged for any reason whatsoever to the Freight Forwarder by any party, including but not limited to costs for demurrages, detentions and warehousing.
- 9.5. No set-off shall ever be allowed between amounts due to the Freight Forwarder and any amounts claimed, even for damages, by the Principal or the Interested Parties to the goods.
10. **LIEN ON CARGO**

- 10.1. The Freight Forwarder shall have a right of retention on the goods object of this contract and of other contracts entered into with the same Principal also notwithstanding the provisions of art. 2761 of the Italian Civil Code, as amended by art. 30-bis, par. 1, letter e), of Legislative Decree no. 152 of November 6, 2021. 152 of 6 November 2021, converted with amendments into Law No. 233 of 29 December 2021. In the event of a claim arising from the payment of customs duties on behalf of the principal, the Freight Forwarder may exercise the right of retention pursuant to Art. 2752 of the Civil Code. 2752 of the Civil Code. The Freight Forwarder shall have the same privilege also against the Interested Parties to the goods.
11. **RESPONSIBILITIES OF THE FORWARDER**
- 11.1. The Freight Forwarder shall act exclusively as forwarder pursuant to articles 1737-1740 of the Civil Code. Therefore, the Freight Forwarder shall never be liable for the performance of the carriage, but only for the performance of the entrusted Contract and for any possible accessory obligation. Likewise, the Freight Forwarder shall never be liable for any additional costs accrued by the goods for the performance of the carriage.
- 11.2. In case the activity of the Freight Forwarder is equated to that of carrier or carrier shipper, its liability shall never exceed the limits of liability provided for the Carrier by the international law applicable to each shipment or by the national law applicable to each carriage or consignment, including the Italian law, and in any case the limits of liability shall not exceed the limits granted to the actual carrier.
- 11.3. In any case and notwithstanding the provisions of article 11.2, the liability of the Freight Forwarder shall never exceed the maximum amount of 200,000.00 euros per single consignment. Should the Principal wish an extension of this limitation, he shall expressly request it to the Freight Forwarder in writing at the time of booking and/or request the conclusion of an insurance coverage on the Goods.
- 11.4. The Freight Forwarder shall never be liable for any additional costs accrued by the goods for the performance of the carriage. Any costs for demurrages, detentions and deposits shall be borne only by the Principal. The Freight Forwarder shall never be liable for any delay in the performance of the carriage.
12. **INDIRECT DAMAGE**
- 12.1. Notwithstanding and articles 1223 et seq. of the Civil Code, the Freight Forwarder shall never be liable for indirect and/or consequential damage (such as, by way of example but not limited to: loss of revenue, loss of profits or damage resulting from delays in the performance of carriage etc.).).
13. **CLAIMS AGAINST THE FREIGHT FORWARDER**
- 13.1. Any claim against the Freight Forwarder shall be filed in writing strictly within the statute of limitations pursuant to Article 2951 of the Civil Code.
- 13.2. Complaints addressed to the Freight Forwarder shall have no effect on the running of the limitation period vis-à-vis the Carrier and/or its employees/agents to whom the principal and/or the Interested Parties to the goods shall send communications directly and at their own care.
14. **APPLICATION FOR INSURANCE COVER**
- 14.1. Any request for insurance coverage on the goods shall be specifically agreed upon in writing. If requested by the Principal, the Freight Forwarder may enter into an insurance contract on behalf of the owner of the insurable interest covering risks of

loss of or damage to the goods. The costs of the coverage shall be specified in the quotation of the Freight Forwarder.

- 14.2. In the absence of express instructions from the Principal, the insurance cover, if required, shall be taken out exclusively for ordinary risks, at the conditions usual for the type of cover required, and may cover a single consignment or offer open cover. Under no circumstances shall the Freight Forwarder be considered as insurer or co-insurer.
- 14.3 The Principal may directly take out an insurance policy on the goods to be shipped and/or transported. The relevant insurance policy shall contain an express waiver by the insurer of the right of recourse against the Freight Forwarder.
- 14.4. In case of insurance coverage on the goods, the Principal or the Interested Parties to the Goods shall, in case of damage, claim compensation from the insurance company, waiving any action or claim against the Freight Forwarder or the Carrier.

15. FORCE MAJEURE

- 15.1. The Freight Forwarder shall never be liable for any loss, damage, delay, wrongful delivery or non-delivery caused by fortuitous events, by exonerating circumstances provided for by any applicable law and, in any case, by circumstances beyond his control such as, by way of example but not limited to:

- (a) Act of God;
- b) pandemic, side effects and related orders from the authorities;
- c) cases of force majeure such as wars, accidents/deterioration of means of transport or embargoes, civil unrest or riots;
- d) inherent defects, nature or flaws in the goods;
- (e) acts, breaches of contract, omissions by the Sender, the Consignee or anyone else with an interest in the shipment, the State Administration, the Customs or Postal Authority or any other competent Authority;
- (f) strikes, lockouts or labour disputes;
- (g) concealed damage to the Container that cannot be detected by ordinary

diligence.

16. APPLICABLE LAW AND JURISDICTION

- 16.1. This Contract shall be governed exclusively by the laws of Italy, which shall also apply to any aspect of the contractual or non-contractual relationship with the Principal and/or the Interested Parties to the goods not specifically governed by the provisions of this Contract.
- 16.2. For any dispute arising out of, or connected with, the interpretation, stipulation or execution of this contract, the Court of Genoa shall have exclusive jurisdiction, with the express exclusion of any other Court that may have jurisdiction under the rules of the Code of Civil Procedure.
- 16.3 The right of the Freight Forwarder to sue the Principal and/or the Interested Parties to the goods before different courts in which an action by a third party against the Freight Forwarder or for the payment of its own fees shall have been brought shall remain unaffected.