General Conditions of shipment contract.

1. Recitals

Unless it is explicitly agreed in writing between the parties, these General Conditions shall govern obligations arising from contracts entered into by the Freight Forwarder, as well as obligations arising from any acts of employees or agents of the Freight Forwarder.

These General Conditions shall also define the liability of the Freight Forwarder, to the extent and manners expected, and are an integral part of any shipment contract between the Freight Forwarder and the Shipper, as well as of any agreed offer, all and always issued according to agreed prices. They are also applicable to those tasks assigned to the Freight Forwarder which are not provided by an offer with the assignment of your shipment, you agree to our "Terms and Conditions listed below the quotation, apart from their subscription. These General Conditions shall be published online (also the English version) on the website [www.fw.com]

For the purposes of the present General Conditions the terms:

a) "Freight Forwarder" means the party entrusted with the conclusion of the contract of carriage, and/wherewith the performance of one or more ancillary operations;

b) "Freight Forwarder acting as carrier" means the party entrusted with the forwarding of the goods who also acts as performing carrier or explicitly undertakes obligations as performing carrier;

c) "Principal" means the party who entrusts the Freight Forwarder with the conclusion of a contract of carriage and/or with the performing of one or more ancillary operations;

d) "Shipper" means the party appointing as such, or as Consignee, in the contract of carriage entered into by the Freight Forwarder;

e) "Cargo or Consignment" means the cargo or Consignment acting as carrier", unless any provision should keep the two cases apart. The term "Freight Forwarder acting as carrier" shall only pertain to the meaning specified in the aforementioned letter b);

3. Scope of application

Either when acting on his own or when acting on behalf of third parties in the conclusion of the contract of freight forwarding and/or carriage, the Principal explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with the Freight Forwarder and to all the actions and claims against him.

4. Duties of the Freight Forwarder

By virtue of the mandate received, which shall normally be issued in writing, the Freight Forwarder provide forwarding services in accordance with the contract of carriage for performing the relevant ancillary operations, reserving to himself full liberty of action where necessary to, by a responsible master or his cargo handler, manifests cargo handled (independently otherwise explicitly agreed in writing between the parties), always performing with utmost diligence and acting as Freight Forwarder and never as Freight Forwarder acting as carrier. The Freight Forwarder is entitled to refuse, to deposit or dispose of the goods or even destroy them in case of wrong, incomplete or false information about the nature or value of the packages and any other information given is true and correct;

6. Declarations and warranties by the Principal/Shipper

The Principal and/or the Shipper warrant and declare:

a) that the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume and dimension of the packages and any other information given is true and correct;

b) that packing and labeling relate to the conditions of carriage, are considered as agreed. The Principal and the Shipper further explicitly declare to hold the Freight Forwarder harmless, claim or cost at any title arising from:

- the breach of the warnings above mentioned;
- the lack, insufficiency or inadequacy of packing;
- the lack of information on cargo and packages about the necessary cautions to be used in handling and lifting the goods. In case the Freight Forwarder undertakes to perform customs operations, the Principal and/or the Shipper, warrant that the documentation related to the goods is authentic, complete and fully regular and that the goods entirely correspond to the description provided, comply with the relevant applicable law, are importable/exportable and are regularly labeled. In addition, the Principal and/or the Shipper shall give in due time all the information, dates, customs codes, customs entries and classification of the goods, and all the necessary documentation in order to proceed with the customs operations and formalities. The Principal and/or the Shipper authorize the Freight Forwarder to handle all the data relevant to the shipment, provide personal data, necessary in order to allow the Freight Forwarder to handle the necessary online administrative and operating issues to provide the shipment services with the best assistance.

7. Quotations by the Freight forwarder

Quotations by the Freight Forwarder and agreements on prices and conditions are always and solely related to specified services and do not include, unless otherwise provided by the parties, additional costs arising from services carried out outside the ordinary working hours. Unless otherwise provided, quotations are binding solely for goods with normal volume, dimension and quality, under the relevant mode of transport.

8. Advanced Payment and credits of the Freight Forwarder

Whenever the Freight Forwarder, pursuant to agreement between the parties, pays in advance for the freight, the price of the carriage, the freight charges for carriage, customs duties, costs and any other sum due, at any title, the Principal and/or the Shipper shall refund those amounts to the Freight Forwarder, plus interest in case of delay and plus compensation for any loss resulting from variations of the currency exchange. The Principal and/or the Shipper shall hold the Freight Forwarder fully harmless from any claim for freight, customs duties, taxes, compensations for deterioration to the goods, fines and other same charged at any title to the Freight Forwarder. In case the amounts and rettributions due to the Freight Forwarder shall be paid by the Consignee or by his third parties, the Principal and/or the Shipper shall be liable for the immediate payment of the above mentioned amount in case the Freight Forwarder is not paid immediately and unconditionally by the obligate party. Unless otherwise agreed, no set-off of amounts due between the Freight Forwarder and amounts claimed by the Principal and acting Consignee will be allowed.

9. Loss on cargo

The Freight Forwarder shall have a lien on the goods and on the other detained properties relating to credits accrued or close to the date of due payment against the Principal, the Shipper and other third parties. The Freight Forwarder shall have the same lien also against the Consignee and/or against the Owner of the goods.

10. Delay or refusal to load or receive goods

The Principal and/or the Shipper shall refund and hold the Freight Forwarder harmless from any sums or cost due, including demurrages for means of transport and equipments, containers, swap bodies and the like, for the return of the goods into the warehouses, for the storage and for the subsequent redelivery. In case of refusal or unavailability of the Consignee, the Freight Forwarder, if informed about the non-delivery of the goods in due time and if he is entitled to do so, can adopt the necessary and appropriate measures for the custody of the goods and its return, acting on behalf of the Principal and/or the Shipper, who are liable in case of total/partial loss or damages to the goods.

11. Liability

11.1 The Freight Forwarder shall not be liable for the performance of the cargoes solely for the performance of the contract within the limits established by the agreement between the Freight Forwarder and for any possible ancillary obligations.

12. Liability

12.1 The liability of the Freight Forwarder acting as carrier related to any damage and claim arising from the operations of shipment and/or carriage, including possible technical stops, shall not exceed the limits of liability provided to the Freight Forwarder and/or Carrier under the relevant international law applicable to each shipment or under the relevant national law applicable to each carriage or shipment, including Italian law, and in any event the liability limits of carriage provided by the national and/or international law applicable to the actual carrier. "Technical stop" means the stoppage of the goods in a storage area, in a warehouse, or in a temporary holding provided to the Consignee, in case of the performance or continuation of the carriage, or in any event related to the needs of storing the goods during the carriage during stops on the way to delivering the cargo to the Consignee or to the Carrier.

12.2 Loss occurred during unidentified leg

Wherever it is impossible to identify the leg of the carriage when the damage or the loss occurred, as well as in case of damage arising during the loading, unloading and/or storing operations, the Freight Forwarder acting as carrier, if the damage is due to technical stop (including, therefore, the deposit granted free of charge or by contract) performed by the Freight Forwarder acting as carrier facilities or performed by his agents, or in case the bodies or the agent could not benefit of the limits of liability during the performance of the carriage, the maximum limit of 8,333 SDR/kg shall apply in case of loss or damage to the goods.

13. Indirect damages

Irrespective to and in derogation of articles 1223 and following of the Italian civil code, the Freight Forwarder shall not be liable for any loss, error or deterioration and damage occurring during the carriage, as well as due to acts or omissions of any third party, once the Freight Forwarder is not to blame for that act or omissions, and/or not to blame for the damage, and that the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume and dimension of the packages and any other information given is true and correct;

14. Customs

The Principal and/or the Shipper shall refund and hold the Freight Forwarder harmless from any claim for freight, customs duties, taxes, compensations for deterioration to the goods, fines and other same charged at any title to the Freight Forwarder, him and any party in any event by customs circumstances out of his control such as, but not limited to:

a) act of God;

b) causes of force majeure such as, wars, incidents/deteriorations to means of transport or embargoes, civil commotions or riots;

c) defects, nature or inherent vice of the goods;

d) acts, branches of contract, statements by the Shipper, by the Consignee or by any other person who may have an interest in the shipment, by the State Administration, Customs or Postal authorities or any other competent Authority;

15. Jurisdiction

Any dispute arising between the parties relating to this contract shall be subject exclusively to the Italian jurisdiction and the exclusive jurisdiction of the Court of Macerata.

16. Force majeure

The Freight Forwarder shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by factors external, by non-compliance as provided by any applicable law as specified under art. 11, and in any event by circumstances out of his control such as, but not limited to:

a) act of God;

b) causes of force majeure such as, wars, incidents/deteriorations to means of transport or embargoes, civil commotions or riots;

c) defects, nature or inherent vice of the goods;

d) acts, branches of contract, statements by the Shipper, by the Consignee or by any other person who may have an interest in the shipment, by the State Administration, Customs or Postal authorities or any other competent Authority;

17. Jurisdiction

Any dispute arising between the parties relating to this contract shall be subject exclusively to the Italian jurisdiction and the exclusive jurisdiction of the Court of Macerata.