



GENERAL CONDITIONS FOR NATIONAL GOODS TRANSPORT SERVICES IN COLLETTAME
FEDIT (EX FEDERCORRIERE)

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ART. 1 - SCOPE OF APPLICATION AND SUBJECTS These General

Conditions are applicable to contractual relationships relating to the assignment of transport tasks to couriers to be carried out within the national territory.

For the purposes of these conditions:

a) Courier means the road haulage company registered in the National Register of Transporters of goods on behalf of third parties and authorized to transport goods for account of third parties pursuant to art. 41 of law 298/74, which carries out transport of groupage by grouping multiple lots and shipments with service between different locations, with technical stops for sorting and forwarding goods, too in the capacity and function of postal concessionaire. b)

Sender means the natural or legal person who confers the task e delivers the goods to the courier.

c) Recipient means the natural or legal person to whom the goods must be returned. d) Shipment means the quantity of goods relating to a single shipment from a single place of departure to a single place of destination.

Any paper media not relevant to the specific assignment given to the courier, where not inserted inside the packages, by the sender himself, will constitute the subject of separate taxation according to the Courier's price list.

ART. 2 - ASSUMPTION OF THE ASSIGNMENT The

assignment is considered assumed by the Couriers in accordance with these General Conditions, as well as the conditions, regulations and rules of companies or bodies, public or private, of any nationality whose services are requested by the Courier pursuant to the assignment received. The rules that must be respected by the bodies or companies mentioned above also apply. Unless otherwise provided by the Sender, the Courier has the right to choose the routes to be used, the means to be implemented, the modes of transport, the itineraries and the technical devices to be adopted to carry out the task.

ART. 3 - RIGHT OF WITHDRAWAL The

Courier has the right to withdraw from the contract already concluded, if he notices that the goods delivered to him and possibly already accepted: a) are not provided with indications, packaging labelling, documents in accordance with laws, regulations, administrative acts and conventions, also international, in force; b)

by its nature does not allow for the normal performance of the task; c) may cause harm to people or animals d) is subject to rapid deterioration or decomposition.

In this case the Courier has the right to return the goods to the sender or even, in case of imminent danger, to proceed with their destruction.

The sender will be liable for any harmful consequences and expenses that may arise.

ART. 4 - EXECUTION OF THE ASSIGNMENT The

assignments transmitted verbally or by telephone to the Courier must be confirmed in writing by the sender. In particular, tasks ancillary to simple transport or mandatory delivery terms will bind the Courier only if expressly accepted in writing by the Management of the Courier's Branch.

The assignment is accepted by the Courier to be carried out starting from the working day following the day on which the goods arrive.

ART. 5 - SENDER'S OBLIGATIONS The sender,

upon conferring the assignment, has the obligation to provide for each recipient: a) the accompanying documents required by the regulatory provisions in force

for goods subject to the excise duty and fiscal supervision regime or to manufacturing tax and, with particular regard to dangerous goods, all relative indications and their compatibility with the grouping (art.6); b) all instructions and indications necessary for exact and rapid execution of the assignment in particular: the number of packages, the weight expressed in kg., the tare of any tools referred to in the last paragraph of article 7, the volume expressed in cubic metres, the maximum overall dimensions of the goods, the address of the recipient complete with zip code and province code, the sender's address complete with zip code and abbreviation of the province, the recipient's tax code in the case of freight collect shipments; c) the closing times

and shifts of the recipient and, in the case of entities or establishments large, the department or person in charge of receiving; d) the warnings to be followed for the return of the goods when the goods are still in the warehouse Courier;

e) for shipments subject to a check, the express reference to the "mandate of cash on delivery", according to the methods set out in art. 16) with the indication of the amount to be paid demand in figures and letters; f)

the indication of the port (free or assigned), as provided for in art. 21; g) the preventive postage of any envelopes and/or packages to be delivered to the recipient.

All the above instructions must be confirmed in written or electronic form.

ART. 6 - DANGEROUS GOODS The

courier has the right not to accept dangerous goods. If dangerous goods are entrusted to him without the indications and documents required by national and international legislation, the Courier will take recourse against the Sender for any prejudice of any nature that may have arisen from the acceptance of the assignment.

ART. 7 - PACKAGING The

sender must carefully package the goods in order to guarantee regular completion of the loading, unloading and handling operations, as well as guarantee adequate prevention of loss or damage to the goods, damage to people or property. and exercise material. Any damage that may result to the vehicle or the load from unsuitable packaging will be borne by the sender. The sender must ensure that the packages are carefully sealed with a suitable system to prevent their opening and to make subsequent repackaging recognizable. In particular, neutral adhesive tape must not be used. The loading tools (pallets - pallets - pallets - etc.) used by the sender are considered to all intents and purposes an integral part of the packaging of the goods and therefore the exclusive responsibility of the recipient. The relevant tare weight, to be indicated separately, is included for the purposes of determining the taxable weight of the shipment.

ART. 8 - EXEMPTION FROM VECTOR LIABILITY With reference to articles. 5, 6

and 7 of these General Conditions and pursuant to articles 1693, 1694 and 1695 CC the carrier is not liable for the loss or damage of the goods transported as a result of: a) failure to use suitable vehicles for the shipment of particular goods, for them

which the sender has not highlighted the specific precautions to be taken; b) loading, unloading, handling of the goods carried out by the sender or of the recipient or of the persons acting in their name and on their behalf; c) quality of some goods which, for reasons inherent to their nature, are subject to total or partial losses or damage. By way of example and not exhaustively: for breakage, rust, internal deterioration, drying out, natural decline or action of parasites, rodents and animals in general;

d) quality of some goods for which certain conditions are necessary and are have been presented for shipment in a manner other than that prescribed or with an incorrect declaration or without compliance with the required safety standards; e) insufficiency or imperfection

of brands and numbers of packages; Without prejudice to the provisions of the art. 3, the Courier has the right to compensation damages due to the sender's actions, reimbursement of expenses incurred and compensation for any fines or penalties.

ART. 9 - CHECKS The

Courier has the right to check: A - The

gross weight of the goods If the gross weight ascertained by the Courier is higher or lower than that indicated by the sender, the shipment will be: a) taxed at a price corresponding to the actual ascertained weight; b) subject to a surcharge equal to 20% of the shipping price, without prejudice to the Courier's right of compensation against the sender for any damages, fines and/or penalties resulting from incorrect indication.

B - The volume of

packages If the indicated volume of the goods is lower than the expected ratio in the "Fees and Fees" annex, the weight resulting therein applies.

C - The overall dimensions of the goods If

the overall dimensions ascertained by the Courier are greater than those indicated by the sender, the shipment will be: a) taxed for the actual ascertained overall dimensions; b) subject to a surcharge, without prejudice to the Courier's right of compensation against the sender for any resulting damages, fines and/or penalties from incorrect indication.

ART. 10 - RIGHT OF COUNTER-ORDER Any

provisions of the sender regarding the change in the place of destination, the recipient and in general the exercise of the right of counter-order will be observed by the Courier only if given in writing and upon presentation of the duplicate of the consignment note, if requested at the time, and in any case only if the requested modification is still feasible. The Courier must however be reimbursed for all expenses incurred following the counter-order and the powers indicated in the "Rights and Rates" annex must be recognized. The order to keep the goods available to a third party can no longer be modified from the moment the courier has notified the original recipient that the goods are at his disposal.

ART. 11 - COLLECTIONS AND DELIVERIES

The acceptance and return of the goods to the Courier's premises by the Courier's staff determine the initial and final phases of the execution of the contract respectively. The collection and/or delivery of the goods at home must be agreed in advance and is intended to be carried out by truck at the sender's or recipient's house number or in a different location indicated in the contract. In particular, the collection order does not have the value of a receipt. For loading and unloading, collections and returns carried out with methods that make exceptional and accessory services to those indicated in the previous paragraph indispensable, a fee will be due respectively from the sender or the recipient, unless otherwise agreed, to be assessed depending on the extent of the service.

ART. 12 - LOADING AND UNLOADING TIMES UPON COLLECTION AND DELIVERY

HOME DELIVERY The sender and the

recipient must carry out the loading and unloading operations upon collection and/or home delivery within the time strictly necessary to carry out the operation, having regard to the quantity and nature of the goods; these operations must begin as soon as the vehicle is placed at their disposal. The sender is therefore required to prepare the goods and documents before the vehicle is made available by the Courier. At the request of the Courier staff, the user must indicate on the shipping documents the period in which the vehicle remained at his disposal, as well as the actual duration of the loading and unloading operations. For waiting and parking times, the Courier is entitled to the additional surcharge provided in the "Rights and Rates" annex. If waiting or stopping at the user's premises jeopardizes continuity and programming



of subsequent services, the Courier has the right to postpone the operation to a specific day reserved for said tasks without prejudice to the services to be provided to other users, unless, otherwise, the right to request, in addition to the normal fees, any damages, as well as extraordinary parking charge imposed by the user.

ART. 13 - SERVICE TIMES FOR COLLECTION AND RETURNS OPERATIONS The collection and return

services are normally carried out from 8am to 6pm, unless different local uses. The midday interruption follows local customs.

The home collection and delivery service does not take place: a)

on Saturdays and Sundays; b) on

public holidays during the week; c)

during the holiday closure period established by the category; d) on the

days and times in which by administrative provision the

circulation on urban and/or extra-urban roads; e) on the

days in which, by local custom or by order of the Public

Administration, warehouses and/or offices, shops and companies remain closed.

The services strictly requested for established times are considered

special services and subject to tariff adjustment as provided in the annex

"Rights and Rates" and will not bind the Courier unless subject to written acceptance by the Branch Management pursuant to art. 4.

The recipient's acceptance of things shipped beyond the times indicated by

sender, removes any interest and/or legitimacy of the sender in the return.

ART. 14 - RETURN TERMS The

return of the goods to destination takes place within the terms necessary for the execution of the shipment according to criteria of normal diligence, taking into account the traffic and road conditions of the Italian regions, municipalities and provinces and provided that any delay does not whether resulting from fortuitous circumstances or force majeure. Any indication of delivery terms or priority times in the execution of the assignment by the sender does not bind the Courier in any way unless express acceptance in writing by the Branch Management pursuant to art. 4. I delivery terms are considered suspended: a) on Saturdays and Sundays; b) on public holidays during the week; c) during the holiday closure period established by the category; d) on the days and times in which by administrative provision the

circulation on urban and/or extra-urban roads; e) on the

days in which, by local custom or by order of the Public

Administration, warehouses and/or offices, shops and companies remain closed;

f) due to causes of force majeure.

The recipient's acceptance of things shipped beyond the terms indicated by

sender removes any interest and/or legitimacy of the sender in the redelivery.

ART. 15 - RELEASE OF THE GOODS The

release of the goods is considered to be carried out with the signing of the delivery note or other equivalent document and with the simultaneous payment of the postage and check possibly encumbered by the goods. The recipient can dispose of the transported items only after releasing the shipment. The return of the goods to the recipient, in the place of destination indicated on the consignment note or other equivalent document, is considered to be carried out by the hands of any person present there. For returns to the Courier's warehouse, the sender must strictly provide all the instructions for the return of the goods.

Any request by the recipient to redeliver the goods, in whole or in part, to a place other than the original destination, can be satisfied by the Courier only after the release of the shipment has been carried out and provided that it is the subject of a new and specific contractual agreement.

ART. 16 - MARKS The marking

mandate must be given by the sender with a specific letter of assignment, confirming the amount to be requested as "mark", pursuant to art. 5, sub "e"; in this letter, drawn up in duplicate on the sender's headed paper and duly signed, the sender must specify: a) the number of packages; b) the gross weight; c) the value of the mark expressed in figures and letters; d) collection method: - cashier's check payable to the courier

- cash

- current account check payable to the sender; e) the name and address of the recipient.

The Management of the Courier Branch will return one of the two originals to the sender countersigned for acceptance of the assignment, as required by the art. 4 second paragraph of these General Conditions. The sender's failure to comply with what is required in the 1st paragraph of this article will result in the carrier's exemption from responsibilities relating to the collection mandate. For value markings exceeding €1,000.00, the release must take place at the Courier branch prior to telephone agreements with the recipient. The Courier isn't hiring anyway no responsibility for any irregularities, falsification and/or discovery of the bank drafts and/or bank checks accepted by the courier by order of the sender.

ART. 17 - FAILURE TO RELEASE AND STOCK The Courier,

in the event of impediments to the return of the goods to the recipient, once he has notified the sender of the stock, may keep the goods in stock in his own warehouses or deposit them in those of third parties or in the General Warehouses. After 30 days from the communication of the stock to the sender without the sender having provided concrete, complete and implementable instructions in writing, the Courier may return the goods at the sender's risk and with any expense charged to the sender. After a further 30 days have elapsed without the stock having been resolved, the Courier may proceed with the recovery of its credits burdening the shipment by requesting the Judge (Magistrate's Court) to execute the sale or assignment of the stored goods pursuant to articles. 2756, 2761, 2797 and 2798 of the Civil Code, without prejudice to any other rights for unrecovered expenses and fees.

ART. 18 - FORTUNE CASES Pursuant

to art. 1694 of the Civil Code, the following are presumed to be fortuitous or force majeure:

- a) theft; b)
- robbery; c) looting;
- d) strikes; e)
- lockouts; f)
- riots; g) acts of terrorism; h) piracy; i) the fire; l) disasters;
- m) traffic interruptions.

ART. 19 - RESPONSIBILITY FOR LOSS OR DAMAGE The rule referred

to in art. 1693 CC applies, as well as Legislative Decree 21 November 2005, n. 286 ART.

20 - MANDATE TO

INSURE The Courier is not required to insure the

goods unless following a mandate given to him in writing prior to delivery of the goods, and accepted, also in writing, by the Branch Management.

In this case, the Courier undertakes, as a simple agent, to stipulate in the name and on behalf of the sender the damage insurance requested, under the general conditions of the transport policies of the Insurance Companies.

ART. 21 - FREIGHT AND PAYMENTS

The sender can prescribe that the shipment takes place: a) Free port, i.e. with payment paid by the sender; b) Freight forward, i.e. with payment paid by the recipient.

Where the port requirement is not indicated in the contract, on the consignment note or does not appear in the sender's instructions, the shipment will be made to the port assigned. Shipments of goods subject to rapid deterioration and/or whose estimated value does not reach the shipping cost will only be accepted carriage paid. The payment, save the existence of various written agreements, which upon receipt of the invoice or deferred up to a maximum of 30 days from the issuing of the invoice, it must be carried out: a) for assigned ports: upon redelivery; b) for free ports: upon receipt of the goods by the Courier.

ART. 22 - DEFAULT INTEREST Delays

in payments due to the Courier will automatically give rise to a default interest of four points higher than the official discount rate.

ART. 23 - PRIVILEGE AND RIGHT OF RETENTION The Courier,

to cover all his credits dependent on the execution of the tasks entrusted to him, even already performed, also relating to periodic or continuous services, can exercise the right of retention on what is found in his detention.

ART. 24 - COURIER RATES The additions

described in the "Rights and Rates" annex are applicable to the relationships indicated in article 1, regulated by free agreement between the parties or referring to the price list submitted by the Courier.

ART. 25 - COMPETENT COURT For any

disputes that may arise as a result of the transport contract, the Judicial Authority of the place where the Courier has its registered office or administrative management is exclusively competent