



FEDERAZIONE NAZIONALE IMPRESE
DI SPEDIZIONI INTERNAZIONALI

GENERAL SHIPPING CONDITIONS

**PRACTICED BY ITALIAN FREIGHT FORWARDERS
FOR INTERNATIONAL SHIPMENTS**

2009

1. Premise

These General Terms and Conditions govern (unless otherwise specified by written and express agreement between the parties) the obligations arising from the contractual relationships concluded by the Freight Forwarder and from actions or events carried out by its employees, agents, and representatives; these General Terms and Conditions apply in the manner provided, the liability of the Freight Forwarder.

These Terms and Conditions are published in digital format on the website www.fedespedit.it.

2. Definitions

In these General Terms and Conditions, the following terms have the meanings specified below:

- a) Freight Forwarder: the entity that receives the shipping mandate for the conclusion of the transport contract and/or for carrying out one or more accessory operations.
- b) Forwarder-carrier: the entity that physically performs the transport in whole or in part, or assumes (by virtue of a specific agreement) the execution of the same.
- c) Principal: the entity that gives the shipping mandate for the conclusion of the transport contract and/or for carrying out one or more accessory operations.
- d) Sender: the entity that appears as the sender or loader under the transport contract concluded by the Freight Forwarder.
- e) Carrier: the entity that physically performs or assumes the execution of the transport.

The term Freight Forwarder is also understood to refer to the Forwarder-carrier, unless the provision distinguishes between the two cases.

The term Forwarder-carrier is instead always specifically and exclusively related to the case mentioned in letter b) above.

3. Scope of Application

The Principal expressly accepts, whether acting on its own behalf or on behalf of others in the conclusion of the shipping and/or transport contract, that these General Terms and Conditions fully and unconditionally apply to all contractual relationships with the Freight Forwarder, as well as to all actions and claims, including extracontractual ones, against the Freight Forwarder.

4. Assumption/Acceptance of Assignments

The Freight Forwarder, as a result of the mandate received, usually in writing, will conclude the transport contract and carry out the accessory operations, acting with the necessary discretion, with the right to group the goods with others (unless instructed otherwise in writing), always operating with the utmost care, acting as a freight forwarder and not as a forwarder-carrier.

Unless agreed otherwise in writing, the Freight Forwarder does not accept the performance of shipping and/or transport activities concerning dangerous goods, which may harm people, animals, other goods, or property, or that are subject to deterioration, lack packaging, or have insufficient/inadequate packaging, as well as values, money, precious goods, or artworks. By way of example and not limitation, dangerous goods are those classified as dangerous by IATA, IMO, ICAO, or included in the ADR/RID regulations.

If such goods are entrusted to the Freight Forwarder without prior consent, or if the Freight Forwarder accepts the mandate based on incorrect, incomplete, or false information regarding the nature or value of the goods, the Freight Forwarder has the right to terminate the contract, or, if necessary, refuse, deposit, or otherwise dispose of the goods, or in case of danger, proceed with their destruction.

The Principal and/or Sender will be liable for any resulting damages and costs.

The Freight Forwarder may charge flat-rate fees as per Article 1740 of the Civil Code when acting as a freight forwarder and not as a forwarder-carrier.

5. Delivery Terms

The Freight Forwarder does not guarantee adherence to delivery terms and, therefore, cannot be held responsible for delays in the pick-up, transport, and/or delivery of any shipment, regardless of the cause of such delays or the Principal's requests for specific delivery deadlines, even if stated in shipping documents.

6. Declarations and Warranties of the Principal/Sender

The Principal and Sender guarantee and therefore declare:

- that the shipment has been correctly and accurately described in all transport documents;
- that they are aware of the goods or items that the Freight Forwarder has declared unacceptable for transport, and that these goods have not been included in the shipment;
- that the nature of the goods, the number, quantity, quality, content of the packages, gross weight (including the weight of packaging and pallets and their volume), dimensions, and any other information provided are true and correct;
- that the packaging and labeling used, in relation to the goods and the mode of transport, are considered appropriate.

The Principal and the Sender expressly declare to indemnify and hold the Freight Forwarder harmless from any damage, claim, or expense of any nature that may arise from the violation of the above-mentioned warranties, as well as from the lack, insufficiency, or inadequacy of packaging, or from the failure to indicate on the goods and packages the necessary precautions for their handling and lifting.

If the Freight Forwarder is entrusted with customs operations, the Principal and/or the Sender guarantee that the documentation accompanying the goods is authentic, complete, and free of irregularities, and that the goods strictly correspond to the described type, comply with current regulations, are freely exportable/importable, and are in accordance with the required markings.

The Principal and/or the Sender are also required to provide all the necessary information, data, customs codes, classification, and other documents required for customs operations in a timely manner.

Furthermore, the Principal and/or the Sender authorize the Freight Forwarder to manage all the data related to the shipment, including any data that may be considered sensitive, in order to allow the Freight Forwarder to process all the necessary administrative and/or operational tasks online, in order to ensure the best assistance for the shipment.

7. Freight Forwarder's Quotations

The Freight Forwarder's quotations and agreements related to prices and conditions refer only and always to specified services and do not include, unless otherwise agreed, supplementary costs resulting from operations carried out outside normal working hours. Unless otherwise agreed, these quotations are binding only for goods of normal volume, dimensions, weight, and quality, in relation to the proposed transport mode.

8. Prepaid Amounts and Credits of the Freight Forwarder

If, as a result of existing agreements, the Freight Forwarder pays in advance freights, transport charges, container rentals, duties, expenses, and other amounts, the Principal and/or Sender are required to pay the corresponding amount for such advance, along with interest for any delays and potential losses due to exchange rate fluctuations between currencies.

The Principal and/or Sender must fully indemnify the Freight Forwarder from any payment requests for freights, duties, taxes, damages, fines, or other sums owed to the Freight Forwarder. If the amounts due to the Freight Forwarder are to be paid by the consignee or third parties, the Principal and/or Sender remain liable for immediate payment if, for any reason, the Freight Forwarder does not receive prompt and voluntary payment of the amounts owed.

Unless otherwise agreed, no amount owed to the freight forwarder may be offset against other amounts claimed by the Sender and/or Principal, for any reason.

9. Right of Retention

The Freight Forwarder has a lien and right of retention on the goods and other property in its possession concerning overdue or maturing credits, and can exercise this right even towards the consignee and/or owner of the goods.

10. Operational Exceptions: Delay or Refusal to Load or Receive Goods

The Sender and/or Principal are required to reimburse and indemnify the Freight Forwarder for any sums or costs owed, including those for delays of transport means, including containers, mobile cases, and similar, for the return of goods to storage, for deposit, and for subsequent delivery. In case of refusal or unavailability of the consignee, the Freight Forwarder, if timely informed of the storage and authorized to intervene, can take the necessary or appropriate measures for the custody and return of the goods, acting on behalf of the Principal and/or Sender, who bear the risk of any losses, damages, or thefts.

11. Liability

11.1 The Freight Forwarder is not responsible for the execution of transport but only for the execution of the mandate received, as well as for any related accessory obligations.

11.2 The responsibility of the Freight Forwarder-carrier, when provided and attributable to them, in relation to any damage and claim for compensation arising from the shipping and/or transportation operations entrusted to them, including any technical stops, shall not exceed the compensation limit that the freight forwarder and/or the carrier can invoke based on the uniform regulations applicable to each individual shipment or the national law applicable to the specific transport and/or shipment, including Italian law, and in any case, the compensation limit applicable and invoked by the carrier actually performing the transport.

A "technical stop" refers to the stop of the goods in a storage area, or in a warehouse, terminal, or any other shelter area, for reasons related to the execution or continuation of the transport, or related to the need to store the goods during transport or while awaiting delivery to the carrier or recipient.

12. Damages Occurring in Unknown Transport Sections

In the event that it is impossible to identify the section of the transport where the damage or loss occurred, as well as in the event that the damage or loss occurs during a storage and/or deposit phase that cannot be classified as a technical stop (including free or courtesy storage), carried out by the Freight Forwarder using its own facilities or by its auxiliaries, or if the depositary or auxiliary in the deposit and/or handling phase cannot invoke compensation limits, the maximum limit of 8.33 Special Drawing Rights per kilogram of lost or damaged goods will apply.

13. Indirect Damages

In any case, and even in derogation of Articles 1223 and following of the Civil Code, any compensation due from the Freight Forwarder for indirect damages (such as, by way of example but not limited to, loss of profit, loss of interest, or damages arising from delays in the execution of transport) is excluded.

In particular, for shipments of samples and goods indicated by the Principal or Sender as intended for fairs, exhibitions, events, and similar, compensation (if due) is limited to the agreed freight amount.

14. Claims

Any claim for loss, incorrect delivery, damage, or loss must be made in writing and sent to the Freight Forwarder strictly within the applicable time limits under the uniform regulations or laws referred to in Article 11.

15. Insurance

If the Principal wishes to insure the risk of damage or loss of goods, they can instruct the Freight Forwarder to arrange for insurance coverage on behalf of the appropriate party. The costs of this coverage will be specified in the Freight Forwarder's quotation.

In the absence of specific instructions from the Principal, the insurance, if requested, will be taken out only for ordinary risks, under the usual forms of insurance on behalf of the appropriate party or third party, or by subscription. In no case can the Freight Forwarder be considered the insurer or co-insurer. Alternatively, the Principal can directly arrange insurance for the shipment and/or transport, with the understanding that the related policy must include an express waiver of the right of recourse against the Freight Forwarder by the insurer.

The Freight Forwarder is not obligated to act to obtain the insurance compensation, interrupt the statute of limitations, or handle the expert activity, unless instructed to do so by the Principal for a fee to be agreed upon specifically.

16. Causes of force majeure

The Freight Forwarder is in no case responsible for losses, damages, delays, incorrect or missed deliveries caused by unforeseen events, exempting causes provided for in the uniform regulations or laws referred to in Article 11, and in any case by circumstances beyond their control. These include, by way of example but not limited to:

a) natural disasters; b) force majeure events such as wars, accidents/malfunctions of transport vehicles or embargoes, riots or civil unrest; c) defects, inherent characteristics, or flaws of the goods; d) acts, non-performance, or omissions of the Sender, the recipient, or anyone else with an interest in the shipment, the State administration, Customs or postal authorities, or other competent authorities; e) strikes, lockouts, or labor disputes.