

## General Terms and Conditions of Forto Italy S.r.l.– December 2022

The following General Terms and Conditions (“GTC”) apply to all agreements concluded between the Customer, acting as principal/shipper, and Forto Logistics Italy S.r.l., Via Rugabella 1, 20122 Milano, Italy (hereinafter referred to also as “Freight Forwarder” or “Forto”) regarding the arrangement for the transport of goods or regarding other conventional forwarding services in the context of transport or storage of goods.

### 1. Applicability of the GTC

1.1. The GTC cover any possible relation between parties unless the exceptions outlined in Articles 2.3 and 2.4 apply. The services are ruled by Italian Law and, in particular, by articles from 1737 to 1741 and 2761 of Italian Civil Code. General terms and conditions or other pre-formulated contract terms or sets of rules used by the Customer do not apply, even if they simply contain additional provisions to these GTC.

### 2. Scope of application

2.1. The GTC cover all the obligations undertaken by the Freight Forwarder as contractor for all activities, regardless of whether they are freight forwarding, carriage of goods (by sea), warehousing or other typical services pertaining to the freight forwarding business, such as customs handling, tracking of goods or cargo handling.

2.2. In particular, the Freight Forwarder shall provide for entering into the contract of carriage with the performing carrier and for performing the relevant ancillary operations, reserving to himself full liberty of action where necessary and shall be at faculty to consolidate cargo as groupage (unless otherwise explicitly agreed in writing between the parties), always performing with due diligence and acting only as Freight Forwarder pursuant to article 1737 of the Italian Civil Code, except where it expressly accepts in writing to act as Freight Forwarder – Carrier according to article 1741 of the Italian Civil Code.

2.3. The GTC also apply to all typical logistical services included in freight forwarding, if these are in relation to the transport or warehousing of goods, in particular to activities such as the creation of loading units, consignments, labelling, weighing of goods and returns processing.

2.4. The GTC do not apply to businesses that are exclusively dedicated to:

- packaging,
- transportation and warehousing of towed or salvaged goods,
- transportation of removal goods,
- warehousing and digitalization of files; files are all types of embodied and digitalized business papers, documents, data storage mediums and similar objects for information collection,
- abnormal and heavy-load transports, which require a transportation regulation permission or exception, crane services and associated assembly work.

2.5. The GTC do not apply to freight forwarding contracts with consumers as defined in art. 3 of D.Lgs. 206/2005 (Italian Consumer Code).

### 3. Conclusion of contract, Information requirements, Special goods

3.1. A contract is concluded between the Customer and the Freight Forwarder, when the Customer, as further described in the following clauses, submits an offer on conclusion of a contract on the Freight Forwarder’s online platform and the Freight Forwarder declares his acceptance of the offer.

3.1.1. On the Freight Forwarder’s online platform, the Customer can request several quotes with entering his relevant data for the order, such as route and number of containers (“Quote Request”). By choosing from various additional options, the Customer may add further special services and / or variants of the contract (for example customs clearance, insurance, etc.). When the Customer chooses a quote, he can enter additional information such as billing address and payment method and submit a binding offer to the Freight Forwarder with clicking on the button “Place Order”.

3.1.2. The Freight Forwarder will confirm the receipt of the offer and will further provide the opportunity for and request from the Customer to enter additional required information and upload documents within a reasonable period, which will be shown on the platform. When the Customer has timely provided all such information and documents to the Freight Forwarder, the Freight Forwarder will examine the data provided.

3.1.3. In case the agreement is not concluded for reasons within the responsibility of the Customer, especially if the Customer did not enter all the further requested information and documents or did not enter such information or documents on time after receiving the confirmation of receipt of the order, the Customer is bound to pay a handling fee at the rate published on the Freight Forwarder’s website.

3.1.4. The Freight Forwarder will declare his acceptance of the offer by email or otherwise by electronic means within 72 hours, if possible. In general, no confirmation regarding availability of a (named) means of transport can be obtained from the selected carrier. This particularly applies to the sea carriage. As far as a specific means of transport (for example MV “X”) or a specific carrier (for example liner shipping company “Y”) has been named, such nomination shall not be binding. The agreement will become final and binding upon the parties at the terms stated therein after receipt of declaration of final acceptance by the Customer.

- 3.1.5.** In accordance with the aforementioned conditions, a contract between the Freight Forwarder and the Customer is also concluded when the Customer submits an offer by email, telephone or otherwise to conclude a contract, the Freight Forwarder carries out the booking in accordance with the process described in the aforementioned Articles 3.1 to 3.1.2 for and on behalf of the Customer and subsequently declares acceptance according to Article 3.1.4. For the avoidance of doubt, the contract between the Customer and the Freight Forwarder shall not be deemed to be concluded yet if the Freight Forwarder simply confirms to carry out the booking.
- 3.2.** Prior to and after placing an order, the Customer is obliged to give timely notice of all relevant conditions and information affecting the carrying out of the same. This will also apply, if the Freight Forwarder does not ask explicitly for such information within the online booking process.
- 3.2.1.** This includes all relevant data required for carrying out the service, such as addresses, signs, numbering and amounts of packages or otherwise specified amounts, type, composition and characteristics of the goods (such as live animals and plants, perishability), HS code, the gross weight (including packaging and loading devices), delivery times and the value of the goods (for example for customs purposes or for the insurance of goods according to Article 16). This shall apply regardless of whether the Customer is the shipper.
- 3.2.2.** In particular, the Customer must advise the Freight Forwarder regarding:
- all public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety statutes,
  - in case of carriage of goods by sea, all relevant data relating to safety statutes in the required form, such as the International Convention for the Safety of Life at Sea (SOLAS), particularly, but not limited to, the “Verified Gross Mass” per container,
  - intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order,
  - specific technical requirements for transportation and particular cargo securing means to be supplied by the Freight Forwarder.
- 3.2.3.** The arrangement for the dispatch of dangerous goods or other conventional forwarding services in the context of transporting or storing dangerous goods as well as the arrangement for the dispatch of reefer cargo and / or heat-sensitive goods requires a separate order by the Customer. The Customer is responsible for the correct classification according to the applicable regulations for dangerous goods (air, sea, road, inland waterway). The corresponding data and, if necessary, additional information (such as safety data sheet, etc.) must be made available in accordance with the statutory provisions and in the appropriate timeliness before placing an order in order to enable the Freight Forwarder to verify same.
- In case of a valid contract regarding dangerous goods, which requires to be concluded separately by choosing the additional option “Dangerous Goods”, the Customer must inform the Freight Forwarder in text form of all details required for the performance of the contract, such as e.g. the quantity, specific nature of the hazard, the exact classification according to the relevant dangerous goods regulations and – if required – the necessary safety measures to be taken and hand over the required documents in due time before handing over the goods.
  - Hazardous goods are goods that have the potential to endanger people, vehicles or legal interests of third parties during the course of standard transportation, warehousing or other activities. In particular, hazardous goods are defined as goods that fall in the scope of application of statutes and regulations relating to hazardous goods, such as provisions covering dangerous materials, water or garbage.
- 3.2.4.** In case of valuable or theft-sensitive goods, the Customer must inform the Freight Forwarder in text form regarding the type and value of the goods and the current risks involved to enable the Freight Forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. Valuable goods are classified as those that, at the time and place of taking over, have an actual value of at least 50 Euro/kg or 10,000 Euro/per packed item. Theft-sensitive goods are those exposed to an increased risk of robbery and theft, such as money, precious metals, jewelry, watches, precious minerals, art, antiques, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories.
- 3.2.5.** In case the Customer does not comply with the requirements set out above, the Freight Forwarder is – without prejudice to any other contractual, non-contractual or statutory rights – free to:
- refuse the receipt of goods,
  - return goods already received and/or to keep it in readiness for collection, or
  - complete the order without further information to the Customer and subsequently claim an appropriate additional charge, in cases where a safe and damage-free completion of the order increases costs.
  - If the Freight Forwarder refuses the acceptance of the goods, the Customer will be notified on the Freight Forwarder’s online platform or via email.
- 3.3.** The Freight Forwarder is not obliged to check the information supplied by the Customer, or to make additions to it, in particular with regard to a customs tariff number provided by the Customer.
- 3.4.** Remarks, such as “Trade Fair Goods” or “Urgent”, Time in transit, estimated time of arrival, etc., contained in the order neither oblige the Freight Forwarder to arrange for faster completion of the order, such as via express delivery, nor to make preferential dispatch arrangements. The Freight Forwarder does not guarantee any fixed dates, neither for loading nor for delivery of the goods. All and any dates as stated on the online platform are to be understood as estimations made in good faith only, but stated without warranty or guarantee and without accepting any liability for the correctness thereof.
- 4.** Assumption of additional service duties by the Freight Forwarder
- 4.1.** In the absence of a separate and explicit written agreement in the order submitted to the Freight Forwarder, the service does not include:
- the packaging of goods;
  - weighing and inspection of goods, or measures to preserve or improve goods or their packaging, unless it is standard business practice;
  - the supply or replacement of pallets or other loading and packaging support materials (pallets);

- the loading and unloading of goods, unless otherwise indicated by circumstances or common usage. Drivers who assist in the loading or unloading of goods without a contractual agreement, act exclusively on the instructions and under the supervision of the Customer. They are servants of the Customer and come under their legal responsibility, except in cases when loading or unloading has occurred on driver's own initiative;
  - returns, detours and hidden additional cargo, a transshipment ban.
- 4.2.** Whenever the Freight Forwarder arranges services in the interest of the Customer according to Article 4.1 or carries out such services, the Freight Forwarder is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement. To the extent that, in deviation from the original instruction, one or more further packages or other quantities or goods of a different kind (including different packaging, measurements or weight/volume) are handed over for transportation and the Freight Forwarder accepts the same for transportation, the Freight Forwarder and the Customer hereby enter into a new transportation contract for this modified order.
- 5.** Contact person, documents, Invoices
- 5.1.** The order processing, as well as the exchange of information, declarations and requests during the contractual procedures will be, unless declared otherwise in these GTC or otherwise prescribed by applicable law, handled on the online platform of the Freight Forwarder or at the choice of the Freight Forwarder, via email or phone.
- 5.2.** The Customer takes care of and is responsible for the required declarations to be supplied by the shipper or consignee during the fulfilment of the contract at the place of loading and delivery, and real actions, such as delivery and receipt of the goods.
- 5.3.** The invoicing takes place in electronic form, as far as tax-law provisions are not opposed to such procedures.
- 5.4.** If the contracting parties have agreed to the electronic data exchange using electronic standards to fulfil the order, then either party is entitled to create, send and exchange declarations and notifications by electronic means (electronic data interchange), as long as the transmitting party is clearly identified. The transmitting party carries the responsibility for the validity and loss of any sent data. The electronic data interchange also includes electronic billing, in as much as tax regulations permit.
- 6.** Customs clearance and other statutorily required handling of goods
- 6.1.** The Freight Forwarder is entitled to make customs clearance dependent on issuance of a written power of attorney that assigns direct representation. The Customer must provide the Freight Forwarder with his written power-of-attorney on the online platform provided by the Freight Forwarder.
- 6.2.** The Customer is responsible for supplying the Freight Forwarder with all information, certificates and other documentation (e.g. customs classification, value of goods, any insurance for the goods or transport taken out, pro rata also in the case of group or corporate group insurance) required for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments. The provision of certificates and further documents takes place in electronic form on the online platform provided by the Freight Forwarder. The originals shall be released upon reasonable request.
- 6.3.** If the order to the Freight Forwarder relates to the shipping of goods to a foreign destination, the Freight Forwarder is entitled to act with regards to the customs, security or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. The Freight Forwarder is hereby
- entitled to act in the name of the Customer, when such authority has been granted,
  - entitled to open packages whenever such action is necessary to comply with statutorily required controls (for example, Freight Forwarder as regulated agent), and to subsequently take all measures necessary to complete the order, such as repackaging the goods.
- 6.4.** If the order to the Freight Forwarder relates to a shipment under customs supervision, the Freight Forwarder is entitled to fulfil all the formalities and to advance payments required by customs if, without such actions, the completion of the order and, in particular, the delivery of goods to the consignee, would be impossible or cannot be carried out in time. In the absence of other instructions for an import shipment, it shall be assumed in case of doubt that the Freight Forwarder is to effect the payment of import duties. In addition, the Freight Forwarder shall not be obliged to examine the legitimacy of any action taken by Customs or any other authority or private body concerned with the import of the shipment, to appeal against such action or to take any other action against any order made in respect of the shipment or goods.
- 6.5.** Whenever the Freight Forwarder arranges services in the interest of the Customer according to Articles 6.3 and 6.4 or carries out such services, the Freight Forwarder is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.
- 6.6.** The Customer shall in any case be liable for the import duties paid, irrespective of their nature and the amount and whether or not they have been incorrectly assessed, as well as for all costs incurred in connection with customs clearance, such as transshipment, intermediate or relocation, counting, additional charges and additional costs for customs inspections and presentations or other measures ordered by customs or third parties, in particular with regard to dangerous goods, etc., insofar as these have been paid by the Freight Forwarder. The Freight Forwarder's claim for reimbursement of these expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts as from the date of the advanced payment.
- 6.7.** The Customer warrants and declares:
- that the shipment has been correctly and accurately described in every document of carriage;
  - that the goods declared by the Freight Forwarder as non-acceptable have been acknowledged as such by the Customer and that they have not been included into the shipment;
  - 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, addresses, marks, numbers and symbols relating to the handling, characteristics of the goods and dimension of the packages and any other information given are true and correct;

- that packing and labelling related to the goods and to the conditions of carriage, are considered as appropriate.
- 6.8.** The Customer further explicitly declares to hold the Freight Forwarder harmless from any damage, claim or cost at any title arising from:
- the breach of the warranties above mentioned;
  - the lack, insufficiency or inadequacy of packing;
  - the lack of information on cargo and on packages about the necessary cautions to be used in handling and lifting the goods.
- 7.** Payment of price, freight, charges and other costs due to the Freight Forwarder set-off by Customer
- 7.1.** The Customer shall pay the amounts agreed with the Freight Forwarder, within the agreed time, providing any requested instruction relating to the shipment.
- 7.2.** 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 containers, customs duties, costs and any other sum due, at any title, the Customer shall refund these amounts to the Freight Forwarder, plus interest. The Customer shall hold the Freight Forwarder fully harmless from any claim for freight, customs duties, taxes, compensations for deterioration of the goods, fines and other sums charged at any title to the Freight Forwarder.
- 7.3.** In case the amounts and retributions due to the Freight Forwarder shall be paid by the consignee or by third parties, the Customer shall still be liable for the immediate payment of the above-mentioned amounts in case the Freight Forwarder should not be paid by such third parties.
- 7.4.** Unless otherwise agreed, no set-off between amounts due to the Freight Forwarder and amounts claimed by the Customer will be allowed.
- 7.5.** The Customer is also required to refund and hold the Freight Forwarder harmless in relation to any sum or cost arising due to the refusal, delay or failure to collect the goods by the Consignee, as well as the unavailability of this latter. The Freight Forwarder, if promptly informed of the necessary goods storage, and if possible, will be entitled to take the necessary and appropriate action to protect goods and to return them to the Customer, always entering into contract in the name and on behalf of the Customer, who will take charge of risk of any loss, damage.
- 7.6.** Notifications by the Customer to the effect that the order should be executed freight collect or for the account of the consignee or a third party, for example according to Incoterms, do not exempt the Customer from his obligation to pay the Freight Forwarder its remuneration and outlays, including freights, customs charges and other expenses. Freight collect instructions, for example according to Article 21 CMR, remain unaffected.
- 8.** Default of loading and delivery times, demurrage, performance hindrances and force majeure
- 8.1.** In cases where the Customer must load or unload the means of transport, the Customer has the obligation to do so within the agreed, or otherwise reasonable time.
- 8.2.** The Freight Forwarder does not guarantee the delivery of the goods on an agreed time, and therefore cannot be held in any event liable for delay in collecting, carrying and/or delivering of any shipment irrespective of the cause of such delays or irrespective of any request by the Customer for particular terms and time of delivery even if indicated in the documents of transport.
- 8.3.** In cases where the contractually agreed or reasonable loading and unloading time is not maintained due to reasons beyond the Freight Forwarder's scope of responsibility, the Customer must pay to the Freight Forwarder the agreed or fair or otherwise commonly accepted demurrage fees. The Customer shall refund and hold the Freight Forwarder harmless from any sum or cost due, including detentions and demurrages, for means of transport and equipment, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.
- 8.4.** In case of a performance hindrance, the contracting parties are obliged to notify the other party immediately.
- 8.5.** The Freight Forwarder shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by fortuitous events, by exonerating circumstances as provided by any applicable law and international conventions, and in any event by circumstances out of his control such as, but not limited to:
- a) act of God;
  - b) cases of force majeure such as and not limited to wars, incidents/deteriorations to means of transport or embargoes, civil commotions or riots;
  - c) defects, nature or inherent vice of the goods;
  - d) acts, breaches of contract, omissions by the Customer, by the Consignee or by anyone else who may have an interest in the shipment, by the State Administration, Customs or Postal Authority or any other competent Authority;
  - e) strikes, lockouts or work conflicts.
- 9.** Information and restitution duties of the Freight Forwarder
- 9.1.** The Freight Forwarder has the duty to supply the Customer with the required information and, upon request, with the status of the business as well as to demand accountability upon completion using the online platform or, at freight forwarder's choice, email or phone. However, the Freight Forwarder is only obliged to reveal costs, if the Freight Forwarder was working on client's account.
- 9.2.** The Freight Forwarder has the duty to give anything to the Customer what he has received by carrying out and managing the business. This does not apply to electronic documents, dossiers, corresponding documents, certificates or other information, which he only needs to provide in copy (electronically).
- 10.** Warehousing
- 10.1.** The Freight Forwarder decides in its sole discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing takes place at third party warehouses, the Freight Forwarder must supply timely information regarding its name and location to the Customer in electronic form or, whenever a warehouse warrant has been issued, to make a note of the information on the same in electronic form.

- 10.2.** Customers are entitled to ask the Freight Forwarder the permission to inspect or commission an inspection of the warehouse and must immediately raise all objections or complaints regarding the storage of the goods or the choice of the warehouse. If the Customer does not make use of his inspection right, he waives the right to raise objections regarding the storage of the goods or the choice of the warehouse.
- 10.3.** Customer's inspecting goods or commissioning an inspection must respect the normal business hours of the Freight Forwarder and, on Freight Forwarder's request, must accept to carry out the inspection in company of the Freight Forwarder.
- 10.4.** The Customer is liable for all damages to the Freight Forwarder, the warehouse keeper, customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage was not the fault of the Customer, his employees or representatives.
- 10.5.** Unless otherwise agreed:
- inventory management is via the Freight Forwarder's inventory accounting, or, at his discretion, by the actual warehouse keeper
  - there is no physical inventory inspection, unless the Customer requests and declares to bear the costs for such.
- 11. Quotation and remuneration**
- 11.1.** Quotations of the Freight Forwarder and agreements with the Freight Forwarder about prices and services refer exclusively to expressly listed services, goods of standard dimensions and weights as well as an essentially unchanged cargo, order quantity or quantity structure. Quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract.
- 11.2.** Unilateral changes made by the Customer with respect to the scope of the services to be performed, in particular changes in weight or quantity, as well as changes in the nature of the goods, in particular the fact that they are dangerous goods, shall result in the Freight Forwarder not being bound by the offer originally accepted. The Customer shall bear all additional costs arising from the changes and shall also be obligated to pay to the Freight Forwarder a respective additional remuneration.
- 12. Expenditures and right of recourse by the Freight Forwarder**
- 12.1.** The Freight Forwarder is entitled to ask for refund of expenses properly incurred, in particular those relating to general average contributions, detention or demurrage charges, including additional packaging to protect the goods. With regard to the latest applicable detention or demurrage charges and free periods, reference is made to the rates published on the Freight Forwarder's website.
- 12.2.** If the Customer instructs the Freight Forwarder to receive goods and if, on reception of the goods by the Freight Forwarder, pre-storage costs, freight, cash on delivery, customs duties, taxes, or other expenses and charges are incurred, the Freight Forwarder is entitled – but not obliged – to pay them according to the circumstances he has properly assessed, and to claim reimbursement from the Customer. In the absence of any express instruction to the contrary from the Customer, the Freight Forwarder may presume that the costs, etc. claimed on receipt of the goods are justified and that he should make the advance payment.
- 12.3.** The Freight Forwarder's claim for reimbursement of advanced payments or expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts from the date of the advance payment / expense.
- 12.4.** Upon first request, the Customer must immediately indemnify the Freight Forwarder for expenditures, such as freight, average contributions, customs duties, taxes and other costs, compensations or fees demanded from the Freight Forwarder.
- 12.5.** The Customer must also indemnify the Freight Forwarder and its subcontractors from all claims made by third parties to the extent that these claims are due to the fault of the Customer and/or its subcontractors.
- 12.6.** The Freight Forwarder is entitled to charge to the Customer any unforeseeable and unavoidable special charges, extra costs, fees, premiums, surcharges or other additional charges made by third parties performing the carriage or providing services in connection therewith or otherwise handling the goods, even if the Freight Forwarder performs its services on a fixed cost basis and such cost items are not normally included in the fixed costs.
- 13. Invoices, foreign currencies**
- 13.1.** Invoices of the Freight Forwarder are due immediately and its maturity is not dependent on presenting a delivery receipt. Unless otherwise agreed or stated, the Freight Forwarder's claims for remuneration shall become due immediately after the invoice has been issued and shall bear interests for late payment according to D.Lgs. 131/2002. The due date of claims for reimbursement of expenses and advanced payments shall be determined in accordance with the above provisions. Discounts shall only be given if expressly agreed.
- 13.2.** Regarding foreign Customers or consignees, the Freight Forwarder is entitled to ask whether to receive payment in the relevant foreign currency or in EURO.
- 13.3.** If the Freight Forwarder owes foreign currency or has advanced foreign currency amounts, the Freight Forwarder is entitled to ask for payment in either the relevant foreign currency or in EURO. In the case of EURO, currency conversion shall be made on the day when the booking has been confirmed plus a one-off exchange rate risk surcharge to be agreed individually, which shall amount to not less than 5%.
- 14. Set-off, lien and retention rights of the Freight Forwarder**
- 14.1.** The Freight Forwarder is entitled to secure its demands arising from freight forwarding services provided according to the legally permitted regulations regarding lien and retention rights.

- 14.2.** The Freight Forwarder is entitled to secure its claims arising either from the specific contract to which the claims refer to or from any other freight forwarding contract concluded with the Customer or from associated non-contractual claims by set-off against any claims the Customer may have against the Freight Forwarder or retention of or enforcement of lien on the goods.
- 15. Insurance of goods**
- 15.1.** Parties agree that, without specific instructions in writing by the Customer, Freight Forwarder shall not enter into a contract of insurance on behalf of the Customer to protect goods from any loss or damage during the shipment and/or carriage.
- 15.2.** If empowered by the Customer, Freight Forwarder will enter into an insurance contract on behalf of the Customer or whoever is entitled, and Customer will have to pay any related costs. In no case the Freight Forwarder can be considered insurer or co-insurer.
- 15.3.** Unless the Customer has not explicitly instructed Freight Forwarder to do so, the latter shall not commence legal proceedings in order to seek recovery from the Insurer, interrupt time bars, follow developments of the survey. In the above-mentioned case, an additional compensation shall be due by the Customer to the Freight Forwarder.
- 16. Liability of the Freight Forwarder**
- 16.1.** The Freight Forwarder shall not be liable for the performance of the carriage but solely for the performance of the freight forwarding contract and for any possible ancillary obligation.
- 16.2.** The liability of the Freight Forwarder acting as carrier, if contemplated and ascribable, 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 uniform transport law applicable to each shipment or under the relevant national law applicable to each carriage or shipment, and in any event the limits of liability cannot exceed the limits granted to the actual carrier.
- 16.3.** For multimodal transports, whenever it is impossible to identify the leg of the carriage where the damage or the loss occurred, as well as for the eventuality that damage or loss occurred during warehousing and/or storage (therefore including free or courtesy storage), even if performed by the Freight Forwarder using its own facilities and / or third party facilities, pursuant to art. 1696 Italian Civil Code the maximum compensation limit in national transport shall be equal to 1,00 Euro for each/kg of lost or damaged goods; and the maximum compensation limit shall be equal to 3,00 Euros for each/kg of lost or damaged goods occurred during an international transport.
- 16.4.** In any case, Freight Forwarder shall never be liable for indirect or consequential damages (such as, but not limited to: income losses, loss of profits or damages arising from delays in performing the carriage) and other penalties.
- 17. Non-contractual liability**  
In no event and to the maximum extent permitted by applicable law shall the Freight Forwarder be liable for any non-contractual damages, direct or consequential, whether resulting from its actions or omissions, including but not limited to lost profits, loss of income, loss of opportunity, loss of reputation, commercial loss.
- 18. Liability for delay**
- 18.1.** Any dates and times given for the departure and arrival of any vessel(s) and/or other transport means and/or for the delivery of the goods are always to be understood as estimated dates and times, even if not specifically expressed.
- 18.2.** The Freight Forwarder does not undertake or guarantee to perform the services within any specific date or time and therefore cannot be held liable under any circumstances for delays in pick-up and transport and/or delivery of any shipment irrespective of the cause of such delays or of requests by the Customer for specific delivery terms, even when they are indicated in the transport documents. If the Freight Forwarder should nevertheless found to be liable for delay due to the application of mandatory laws or international conventions, the Freight Forwarder's liability shall be limited to pay compensation for such damage not exceeding the price or freight agreed for the specific leg of the transportation during the performance of which the delay arises.
- 19. Confidentiality, Compliance**
- 19.1.** Contractual parties are obliged to maintain confidentiality regarding all unpublished information marked as confidential and received during the execution of the freight forwarding contract. Information can only be used for the exclusive purpose of contract fulfilment. Information in the public domain or objectively not requiring secrecy for the other contracting party is excluded.
- 19.2.** Both contracting parties commit to carrying out their contractual duties and to act according to the legal regulations covering their business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the Declaration of the International Labour Organization regarding the 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs. In particular, both parties will commit to:
- 19.2.1.** no child or forced labour
- 19.2.2.** comply to the relevant national laws and regulations regarding working hours, wages, salaries and, in particular, pay the statutory minimum wage, and to comply with any other obligations for employers,
- 19.2.3.** to comply to the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness,
- 19.2.4.** prohibit all discrimination based on race, religion, disability, age, sexual orientation or sex.
- 19.2.5.** comply to international standards on corruption, such as those published in UNGC and to adhere to local anticorruption and bribery laws.
- 19.2.6.** adhere to all current environmental protection laws and regulations, engage its business partners and subcontractors according to the aforementioned principles.

**19.3** The parties agree that, due to the nature of the goods traded or the identity of the parties involved, the import, transfer, export and re-export of goods and/or the provision of related services may be subject sanctions laws and other regulations validly adopted by competent authorities (hereinafter referred to as Sanctions Regulations), in particular acts issued by the EU, the UN and the OSCE. Each party represents and warrants that in the performance of its obligations under the contract, it complies and will continue to comply with all Sanctions Regulations applicable to it, including anti-boycott provisions, sanctions requirements (in particular sanctions list screening) and export restrictions in relation to goods in the context of import, export, transit, customs clearance and domestic transactions. The Customer is responsible for determining whether subjects involved in the trade operations are blacklisted or controlled/associated with blacklisted subjects, and whether the goods are subject to Sanctions Regulations, and for obtaining all necessary licences, approvals, permits and / or exemptions therefrom. The Customer will inform the Freight Forwarder should the shipment be subject to any Sanctions Regulations. The Customer will provide the Freight Forwarder with all relevant information that the Freight Forwarder may reasonably request in order to check compliance with Sanctions Regulations before providing the services owed. The Customer will indemnify the Freight Forwarder against any damage arising from any breach of the aforementioned warranties and obligations.

**20. Processing of data and data protection**

**20.1.** Freight Forwarder undertakes to process personal data in full and unconditional compliance of the European Regulation 679/2016 (GDPR). The Privacy Policy, provided pursuant to art. 13 of the GDPR, is available at the Freight Forwarder's web address: <https://forto.com/en/privacy-policy/> and is intended to be transmitted to the Customer together with these GTC.

**20.2.** Freight Forwarder and the Customer mutually undertake to maintain maximum confidentiality on all data and information of which they may have gained knowledge during and / or by reason of the contractual relationship.

**21. Place of fulfilment, Jurisdiction and Applicable law**

**21.1.** The contractual relationship between the Freight Forwarder and Customer is governed exclusively by Italian law.

**21.2.** Every dispute that may arise relating to the effectiveness, interpretation and / or execution of the freight forwarding contract shall fall under the exclusive jurisdiction of the Court of Milan, Italy.

According to articles 1341 and 1342 of the Italian Civil Code the following clauses

3.1.3. Handling fee

3.2.5. Remedies available to Freight Forwarder

3.4. Freight Forwarder's release from liability for specific remarks

6.8. and 7 Indemnities by the Customer

8. Default of loading and delivery times, demurrage, performance hindrances and force majeure

10. Warehousing

12. Expenditures and right of recourse by the Freight Forwarder

14. Set-off, lien and retention rights of the Freight Forwarder

16. Liability of the Freight Forwarder

17. Non contractual liability

18. Liability for delay

22. Place of fulfilment, Jurisdiction and Applicable law

are specifically approved and undersigned.