GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. INTRODUCTION

M.B. SERVIZI E TRASPORTI S.r.l., with registered office in Rome, Via Ostia 16, tax code and VAT no. 08449261000, is a leading company providing domestic and international freight forwarding services (hereinafter the "Freight Forwarder") for all types of goods, including armaments, advanced space technology, satellites and radar equipment, space launch vehicles and Class 1 dangerous goods, having obtained all the necessary safety and quality certifications.

These General Terms and Conditions (hereinafter the "GT&C"), as set out in this document, form an integral part of every type of offer, whether made in writing or orally, and govern the obligations of the Freight Forwarder and the Principal in their contractual relationship.

Accordingly, contracts entered into with the Freight Forwarder shall be governed by the GT&C and, for any matters not covered herein, by the applicable law, unless otherwise expressly agreed in writing between the Freight Forwarder and the Principal.

The applicable GT&C are available on the Freight Forwarder's website at https://www.mbservizi.it/

2. DEFINITIONS

The following terms, when used in the text of the GT&C, whether with an initial capital letter or in lowercase, shall have the meanings set out below, or such meaning as may be specified from time to time in the clauses in which they appear.

***Freight Forwarder** means MB Servizi e Trasporti S.r.l., the entity receiving the forwarding mandate for the purpose of entering into the contract of carriage and/or performing one or more ancillary operations;*

***Carrier/Transport Operator** means the entity that actually performs the carriage or undertakes to do so;*

***Principal** means the entity that grants the forwarding mandate for the purpose of entering into the contract of carriage and/or performing one or more ancillary operations;*

***Sender/Customer** means the entity identified as the sender or consignor of the goods under the contract of carriage entered into by the Freight Forwarder;*

***Correspondent** means a business partner or agency located in Italy or another country with which a cooperative relationship is established to organise and manage international shipments. This may be a freight forwarding agent, a logistics intermediary or a local transport company in the destination country;*

***Consignee** means the entity to whom the Goods are addressed at the end of the shipping process;*

***Shipment** means the contract entered into between the Principal and the Freight Forwarder;*

Goods means the subject matter of the contract of carriage entered into by the Freight Forwarder on behalf of the Principal, accepted on the basis of a consignment note (from a sender to a consignee), packaged and placed on or inside the loading unit;

Loading/Unloading means all operations by which goods are placed onto or removed from a means of transport, either manually or by mechanical equipment;

Loading Unit means a packaging unit, container or pallet, inside or on which the goods are placed, possibly contained in intermediate packaging (e.g. boxes, etc.);

Custody means all operations and activities relating to the care and supervision of the goods;

Rates means the consideration payable for the shipment of goods from an origin point to a destination point.

Damage means damage to or loss of goods that may occur during carriage;

Claims means claims for transport-related damage to the Goods submitted by the party entitled to the Goods;

All-Risk Insurance means an insurance cover providing broad and comprehensive protection against a wide range of risks.

3. SCOPE OF APPLICATION

The Principal expressly agrees, whether acting on its own behalf or on behalf of others when entering into the forwarding and/or carriage contract, that the GT&C shall apply fully and unconditionally to all contractual relationships with the Freight Forwarder, as well as to all actions and claims, including non-contractual claims, brought against the latter.

By placing a Shipment, the Principal and/or the Sender accept these General Terms and Conditions, as well as any additional provisions set out in quotations or in other contractual documents.

4. SERVICES OF THE FREIGHT FORWARDER

In performing the mandate received, which is generally issued in writing, the Freight Forwarder shall enter into the relevant contract(s) of carriage and carry out ancillary operations in accordance with the terms, regulations and rules applied by domestic and foreign road, air, sea and multimodal carriers, as well as any ancillary operations, exercising the necessary discretion and being entitled to consolidate the goods with other goods (unless otherwise instructed in writing), always acting with the utmost diligence.

Unless a specific prior written agreement has been entered into, the Freight Forwarder shall not accept shipments involving dangerous goods that may cause harm to persons, animals, other goods or property, or goods liable to deterioration, nor valuables, currency, precious items or works of art. If goods falling within the above categories are entrusted to the Freight Forwarder without its prior consent, or if the Freight Forwarder accepts the mandate on the basis of incorrect, incomplete or untruthful information regarding the nature or value of the goods, the Freight Forwarder shall be entitled to terminate the contract or, where circumstances so require, to refuse, store or otherwise dispose of the goods, or, in the event of danger, to destroy them. In such cases, the Principal and/or the Sender shall be liable for all resulting harmful consequences and expenses of any kind.

In all cases, shipments are accepted subject to the clause "said to contain".

The Freight Forwarder shall be entitled to appoint other persons to perform the mandate, as provided for in Article 1717 of the Italian Civil Code, and shall not be held liable for the actions of Carriers, custodians or other freight forwarders involved in performing the mandate. The Freight Forwarder shall be liable solely in the event of negligence in selecting such persons or incorrectly transmitting instructions to them.

5. DELIVERY TIMES

Also in compliance with transport health and safety regulations, the Freight Forwarder does not guarantee compliance with delivery times, which shall always be deemed indicative and never binding. Accordingly, it shall under no circumstances be held liable for delays in collection and/or carriage and/or delivery of any shipment, irrespective of the cause of such delays or any requests by the Principal for specific delivery terms, even if stated in the shipping documents.

6. REPRESENTATIONS AND WARRANTIES OF THE PRINCIPAL/SENDER

The Principal and the Sender represent and warrant that:

• the shipment has been correctly and accurately described in all transport documents;

• they have taken note of the goods or items that the Freight Forwarder has declared unacceptable for carriage, and that such goods or items have not been included in the shipment;

• the nature of the goods, the number, quantity, quality, contents of the packages, gross weight (including the weight and dimensions of packaging and pallets), net weight, dimensions and all other information provided are true and accurate;

• the packaging and labelling used, having regard to the goods contained therein and the mode of transport, are deemed suitable and, where required by the nature of the goods, approved for transport.

The Principal and the Sender expressly agree to indemnify and hold the Freight Forwarder harmless from any damage, claim or expense of any kind arising from a breach of the above warranties, as well as from the absence, insufficiency or inadequacy of packaging, or from failure to promptly indicate on the goods and packages the precautions required for their handling and lifting.

Where the Freight Forwarder is entrusted with a mandate to carry out and manage customs operations, the Principal and/or the Sender warrant that the documentation accompanying the goods is authentic, complete and free from irregularities, and that the goods strictly correspond to the type described, comply with the applicable regulations, are freely exportable/importable and bear the required markings.

The Principal and/or the Sender shall also provide, in due time, all information, data, customs codes, tariff headings and customs classification of the goods, as well as all documents necessary to carry out the customs operations.

Furthermore, the Principal and/or the Sender authorise the Freight Forwarder to process all shipment data, including, where applicable, data that may qualify as sensitive data, in order to enable the Freight Forwarder to carry out all administrative and/or operational procedures that may need to be completed electronically to ensure the best possible assistance for the shipment.

7. PAYMENT TERMS

Unless otherwise agreed, the payment terms for services performed by the Freight Forwarder shall be as follows:

• payable upon presentation for customs duties and charges;

• no later than 60 days from the end of the month in which the invoice is issued, for all other amounts, unless otherwise agreed.

In the event of late payment, default interest shall accrue pursuant to and for the purposes of Legislative Decree No. 231/2002.

8. RIGHT OF RETENTION

Pursuant to Article 2761 of the Italian Civil Code, the Freight Forwarder shall have, against the Principal, the Sender, as well as the Consignee and/or owner of the goods and/or any assistants/intermediaries and any other party with whom it contracts, a lien and right of retention over the goods and other property in its possession or in the possession of the appointed carrier, in respect of due or accruing claims. This right may also be exercised over goods forming the subject matter of a carriage or shipment other than the one in respect of which the claim arose.

9. PACKAGING AND REFUSAL OR UNAVAILABILITY OF THE CONSIGNEE

The Freight Forwarder shall be exempt from any liability for loss, shortage, damage or deterioration caused to packages and goods by insufficient or inadequate packaging, or by packaging that has been used or that deteriorates over time, through handling or due to the products contained therein. In such cases, the Freight Forwarder is authorised to accept reservations from carriers, custodians and recipients generally regarding the condition of the packaging of the goods.

In the event that the Consignee refuses delivery or cannot be located, the Freight Forwarder, provided that it is promptly informed that the goods are being held and is entitled to intervene, may take the necessary or appropriate measures for the custody and return of the goods, acting in the name and on behalf of the Principal and/or the Sender, who shall bear the risk of any loss, damage or theft.

10. LIABILITY

The Freight Forwarder shall not be liable for the performance of the carriage itself, but solely for the performance of the mandate received and any ancillary obligations.

The Freight Forwarder shall not accept any liability for the correct interpretation of instructions given verbally or by telephone unless confirmed in writing by one of the parties, nor for compliance with instructions or communications given to drivers or other employees of the Principal or third parties.

Where the Freight Forwarder is liable as a freight forwarder-carrier, to the extent such liability is applicable and attributable to it, its liability in respect of any damage and claim for compensation arising from the entrusted forwarding and/or carriage operations shall not exceed the compensation limit available to the freight forwarder and/or carrier under the uniform rules applicable to each individual shipment or the national law applicable to the individual carriage and/or shipment, including Italian law, and in any event shall not exceed the compensation limit applicable to and claimable by the carrier actually performing the carriage.

Without prejudice to the application of the limitation of liability provided for in paragraph 3 of Article 1696 of the Italian Civil Code in the cases governed therein:

- in the case of domestic road shipments, where carrier liability is also attributable to the Freight Forwarder, its liability shall be governed by Article 1696 of the Italian Civil Code. The liability limit established by Article 1696 of the Italian Civil Code shall also apply in the event of delay in delivery of the goods at destination, provided that the damage is duly proven and is a direct and foreseeable consequence of the delay itself.

- in the case of international road shipments, where carrier liability is also attributable to the Freight Forwarder, its liability shall in all cases be governed by the 1956 Convention on the Contract for the International Carriage of Goods by Road (CMR), with the consequence that liability shall in any event be limited to 8.33 Special Drawing Rights per kilogram.

- in the case of air shipments, where carrier liability is also attributable to the Freight Forwarder, its liability shall in all cases be governed by the Montreal Convention (1999).

- in the case of sea shipments, where carrier liability is also attributable to the Freight Forwarder, its liability shall be governed by the international and national provisions applicable to maritime transport, as well as by the terms and conditions of the bill of lading and/or maritime carriage contract entered into between the parties. In any event, the Freight Forwarder's liability for sea shipments shall be limited, in the event of damage to goods, to 2 SDR per kilogram or 666.67 SDR per unit or package, with express reference to the provisions of the Hague-Visby Rules; alternatively, in the case of carriage to and/or from the United States of America, liability shall be limited in accordance with the COGSA Act, the contents of which are expressly incorporated herein by reference.

- in the case of multimodal or combined transport, where carrier liability is also attributable to the Freight Forwarder, its liability shall be governed by the terms and conditions of the FIATA Multimodal Transport Bill of Lading. Where a container, pallet or similar means of transport has been loaded with more than one package or more than one loading unit, the packages or other loading units expressly declared in the transport document shall be deemed to have been loaded individually in such means of transport. Where the loss of or damage to the goods occurs during a leg of multimodal transport for which a contract of carriage has been entered into providing for the application of Conventions or national laws with different liability limits, the Freight Forwarder's liability shall be governed by the provisions of such Conventions or national laws.

11. INDIRECT DAMAGE

In all cases, any compensation payable by the Freight Forwarder for indirect damage is excluded, including by way of derogation from Articles 1223 et seq. of the Italian Civil Code (such damage including, by way of example only and without limitation, loss of profit, loss of interest or damage arising from delays in performing the carriage).

12. CLAIMS

Without prejudice to the fact that the Freight Forwarder does not undertake an obligation to take custody of the Goods, where carrier liability is also attributable to it, any claim for loss, misdelivery, damage or deterioration must be made in writing and sent to the Freight Forwarder by certified electronic mail (PEC), mandatorily and on pain of forfeiture, within the time limits laid down by the applicable laws and regulations referred to in Article 10.

13. INSURANCE

If the Principal wishes to insure the risk of damage to or loss of the goods under an All-Risk insurance policy, it may issue a written mandate to the Freight Forwarder to arrange insurance cover, for the benefit of the party entitled thereto, with a leading insurance company.

The costs, limits and maximum insured amounts of such cover shall in that case be specified in the quotation.

If the Principal directly insures the goods covered by the shipment, the relevant policy must contain an express waiver by the insurer of its right of recourse against the Freight Forwarder.

The Freight Forwarder shall have no obligation to take action to obtain insurance compensation, interrupt limitation periods or manage the survey and assessment process, unless specifically instructed to do so by the Principal against payment of a fee to be agreed separately.

14. EXEMPTIONS

The Freight Forwarder shall under no circumstances be liable for loss, damage, delays, misdelivery or failure to deliver caused by force majeure, by exemptions from liability provided for under the uniform rules or legislation referred to in Article 10, or in any event by circumstances beyond its control and/or in any way attributable to an act or omission of the Sender, Principal and/or Consignee.

Furthermore, if the services governed by the GT&C are or become, even partially, incompatible with the applicable regulations, the Freight Forwarder shall be entitled to cancel them at any time, without any obligation to give prior notice and without incurring any liability towards the Principal.

In any event, the Parties agree that the International Chamber of Commerce Force Majeure Clause, Long Form, 2020 (ICC Force Majeure Clause, Long Form, 2020) shall apply to and be incorporated into the Contract.

15. GOVERNING LAW AND JURISDICTION

Without prejudice to the international and uniform rules referred to in these GT&C, the Shipment and the GT&C shall be governed by Italian law. The Court of Rome shall have exclusive jurisdiction over any and all disputes.

16. EXPRESS APPROVAL

By entering into the Shipment and granting the mandate, the Sender/Principal expressly approves the following clauses:

6 (Representations and warranties of the Principal/Sender)

9 (Packaging and refusal or unavailability of the Consignee)

10 (Liability)

15 (Governing law and jurisdiction)

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