

**General conditions of contract applied by
Plaisant & C. Ship Agency S.r.l. to forwarding
contracts**

Art.1 General

These General Conditions apply to all assignments entrusted to Plaisant & C. Ship Agency S.r.l., head office in Cagliari, Via Roma 121, VAT no. 02521180923, hereinafter referred to as "Plaisant S.r.l.", even if not preceded by a proposal, and are of full and unconditional effect between the parties save where otherwise expressly agreed in writing. The Client must read and understand these General Conditions and expressly accept that they regulate and govern all forwarding contracts stipulated with Plaisant S.r.l.

Art.2 Definitions

a) Forwarding agent: the party in receipt of a forwarding mandate for the stipulation of a contract of carriage and/or for the accomplishment of one or more related services under the terms of art. 1737 civil code. The forwarding agent may materially perform the carriage, in whole or in part, only where expressly and specifically agreed and in such cases the forwarding agent shall act in the capacity of forwarder-carrier and the terms of art. 1741 civ. code shall apply.

In these General Conditions of contract "Plaisant S.r.l." may also be referred to as the "forwarding agent".

- b) Principal: the party conferring the forwarding mandate for the stipulation of a contract of carriage and/or for the accomplishment of related services.
- c) Shipper: the party named as sender and/or shipper within the sphere of the contract of carriage stipulated by the forwarding agent.
- d) Carrier: the party materially carrying out or assuming responsibility for the performance of the carriage.

In the clauses below the term "forwarding agent" does not include the figure of a forwarder-carrier unless the parties expressly provide for this by way of specific agreement. In such cases all the limitations of liability provided by current law and/or conventions on this subject shall apply.

Art. 3 Limits on the acceptance of assignments and applicable law

3.1 It is understood that all and any assignments are accepted by the forwarding agent subject to the terms, regulations and norms of those organisations, both Italian and overseas, whose services need to be requested by PLAISANT S.R.L. on behalf of the Principal under the terms of the mandate received. This includes all shipping, maritime, air, rail and overland companies, carriers in general, businesses, organisations and port, maritime, customs or deposit authorities or other firms. Save as otherwise instructed by the Principal, PLAISANT S.R.L. shall have full autonomy in its choice of routes

and means, methods of transport, itineraries and technical equipment to be used as well as of any other matter which may be necessary or even merely considered appropriate for the performance of the contract.

3.2 Should Plaisant S.r.l. accept a mandate on the basis of erroneous, incomplete or untrue information it shall be entitled to terminate the contract or in any event to refuse, to store or, should any danger arise, to proceed with the destruction and/or disposal of the goods, and the Principal and/or shipper shall be obliged to reimburse all costs thereby sustained.

Art.4 Performance of the mandate

4.1 Plaisant S.r.l. shall carry out the mandate with all due diligence in the interests of the Principal. All costs arising from the performance of the mandate are to be borne by the Principal and the Principal shall advance all necessary sums required for the performance of the same.

4.2 Should Plaisant S.r.l. advance sums on account of freight, transport, costs of container hire, duties, average contributions, costs of storage, deposit, insurance or any other costs for whatever reason incurred where payment is required of the forwarding agent for the accomplishment of the assignment conferred, the Principal and/or the shipper shall indemnify the forwarding agent for any such disbursements and shall immediately reimburse any advances made, with interest thereon as provided by D.Lgs. 231/2002 for any delay in payment plus any losses caused by differences in exchange rates.

Any advance payments made for whatever reason shall be immediately reimbursed upon presentation of an invoice or of supporting documentation evidencing the expenditure, without the Principal having any right to raise objections and/or reservations which may delay payment. Any objections and/or disputes may be raised only once payment has been made.

4.3 Plaisant S.r.l. is a privileged creditor as regards the Principal/shipper and has the right to exercise retention over goods for all credits of whatever nature arising from the performance of its assignment.

Art.5 Forwarding Agent's obligations and liability

5.1 Plaisant S.r.l. shall have no responsibility where instructions are not given and/or confirmed in writing nor shall it be liable to ensure that instructions or directions given to drivers or other employees of third parties are observed, nor shall it be obliged to check the authenticity of signatures on communications or documents regarding the goods in any way or the powers of the signatory, save where otherwise agreed with the Principal.

5.2 Where the correct customs code is not provided, the forwarding agent may proceed to issue the customs declaration on the basis of the information and documents in its possession. In such cases the Principal undertakes to indemnify and hold harmless the forwarding agent from any dispute raised by the relevant offices.

5.3 The forwarding agent shall not be held to answer in any way for the carrier's method of operation, nor for the those of depositaries, packers, underwriters and/or all other third parties whose services are used for the accomplishment of the assignment, its liability being limited exclusively to gross negligence in choosing the same or in the transmission of instructions.

5.4 Plaisant S.r.l. shall not be obliged to check whether the goods entrusted to it for forwarding are packaged or whether such packing is intact or adequate and shall not be responsible for any damage, loss, average or deterioration caused to parcels or goods as the result of insufficient or inadequate packing or by packing in used or defective packaging or in packaging which deteriorates over time.

Art.6 Principal/shipper's obligations and liability

6.1 The Principal shall specify the nature of the goods, the number, quantity and content of packages, the weight, size and customs code and any other information required for the performance of the mandate, and shall provide clear and precise instructions and ensure that the goods are packed and marked in a sufficient and adequate manner such as to enable them to be easily identified.

6.2 The Principal shall be responsible for all damage caused as a consequence of any omission, inexactness or lack of precision in the matters referred to above as well as for any lack, insufficiency or inadequacy of packaging or any failure to indicate any warnings, precautions to be adopted or the existence of particular safety regulations to be observed.

6.3 The Principal shall ensure that Plaisant S.r.l. receives instructions regarding the carriage and all documents necessary for taking delivery and forwarding the goods in good time and expressly holds the forwarding agent harmless from all consequences which may arise as a consequence of the dispatch of erroneous, unclear or insufficient documents and/or instructions or where the same are not provided or are provided belatedly.

Art.7 Remarks and letters of guarantee

7.1 Plaisant S.r.l. is authorised to receive on behalf of the Principal any remarks made concerning the state and condition of the goods, packing, weight, quantity, average, shortages and any other objection made by the consignee on delivery and/or on taking custody of the same. PLAISANT S.R.L. shall not however have any obligation to issue letters of guarantee for the purpose of avoiding remarks being placed in the documents representing the goods, unless it has been expressly authorised to do so by the Principal and has been held harmless from all consequent liability.

Art.8 Terms of payment

8.1 Payment of the agreed fees shall be made to the forwarding agent by direct remittance on presentation of invoice, save where other payment terms have been agreed. In case of delayed payment the interest as provided under D.Lgs. 231/2003 will be applied.

Art.9 Deposit

9.1 Any storage of the goods which Plaisant S.r.l. may consider necessary for the successful conclusion of forwarding operations will be effected at public or private premises chosen by the same, with prior notice to the client where the need to use storage arises after the forwarding mandate has been conferred. The forwarding agent shall not be responsible for any theft and/or tampering with the goods when in storage and shall not be liable, save where otherwise agreed with the Principal, to arrange for a surveillance or security system.

Art.10 Customs operations

10.1 Save where the parties have expressly provided for this in writing, the accomplishment of customs operations is not included amongst the related services covered by this contract.

Art.11 Insurance

11.1 Plaisant S.r.l. may, upon request by the Principal take out appropriate insurance cover for damage or loss of goods. The Principal shall provide specific instructions to Plaisant S.r.l. as to the insurance cover required, failing which Plaisant S.r.l. shall take out a policy covering only ordinary risks.

11.2 Where damage is caused by an event for which insurance cover has been requested, Plaisant S.r.l. shall not be obliged to activate the claims procedure nor to act to obtain liquidation of any sums due under the policy, save as otherwise agreed with the Principal.

Art.12 Jurisdiction

12.1 Any dispute which may arise as to the interpretation, performance or termination of this contract will be subject to the exclusive jurisdiction of the Italian Courts and the competence of the Cagliari circuit shall be binding.

Art.13 Applicable law

13.1 For all matters not expressly provided or governed by this contract, Italian law shall apply.

13.2 In the case of dispute in respect to the interpretation of this mandate the Italian version shall prevail.