

STANDARD TRADING CONDITIONS

1. Standard trading conditions regulating the completion of the shipping order. Enforceability.

These standard trading conditions apply to all the tasks assigned to the Company even when not preceded by an offer, with the exception of the provisions of art. 15 below.

Unless otherwise explicitly agreed upon, the latest version of the Company's Standard Conditions published on the web-site www.pacorini.it (www.pacorini.com) shall be enforceable. In the case of any translations, only the Italian version of this text shall be considered as valid and binding. The Customer must carefully read these Standard Conditions in advance.

The standard trading conditions are fully and unconditionally binding between the parties, unless explicitly waived in writing by them.

2. Acceptance of a shipping order.

The Company accepts the shipping orders assigned to it in accordance with the conditions, regulations and provisions enforced by the Shipping lines and/or air carriers and/or road hauliers, railway carriers, river carriers, multimodal and/or other carriers, port authorities and companies or storage suppliers, both in Italy and abroad, whose services have been requested by the Company on behalf of its Customer and as a result of the assignment received.

3. Obligations and responsibilities of the Company.

3.1. The Company undertakes to execute the assignment received with professional competence and diligence, as per art. 1737 ff. of the Italian Civil Code.

3.2. The Company is allowed to ship the cargo in combination with other goods, unless an order to the contrary has been received from the Customer in writing.

3.3. The Company does not assume any responsibility with regard to the interpretation of instructions received from the Customer verbally or on the telephone without written confirmation.

3.4. Should the Customer fail to provide the correct customs code, the Company or its appointed delegates or representatives shall be authorised to issue the customs declaration on the basis of the information and documents provided. The Customer accepts and undertakes to exclude any liability of the Company and to hold the Company and its appointed delegates and representatives harmless of any controversy whatsoever which may be raised by control authorities or other related offices.

3.5. The Company is allowed to be replaced by others for the execution of the assignment, in compliance with art. 1717 of the Italian Civil Code.

3.6. The Company cannot in any way be held responsible for the performance delivered by carriers, storage suppliers, packers, shippers, insurers and/or bankers whose services are required for the execution of the assignment. The Company is solely responsible for the fault implied in selecting them or in transmitting instructions to them.

3.7. The Company is under no obligation to ascertain whether or not the carriers and/or other suppliers referred to in item 3.6 above and/or the means employed by them are covered by adequate insurance, nor whether or not they are certified.

3.8. The Company is under no obligation to ascertain or bring the attention of the Customer to the existence of any impediments to shipment enforced by law or by any relevant authorities, including, but not limited to, importation, exportation or transit restrictions.

3.9. The Company is under no obligation to ascertain the existence, entirety and suitability of the packaging for cargo to be shipped, and cannot therefore be held liable for any damage to cargo provided unpacked or inadequately or improperly packed.

3.10. The Company does not guarantee delivery deadlines nor the application of specific priorities in the completion of the shipping order even if said deadlines and/or priorities are mentioned in the shipping documents, nor does it guarantee the accuracy of the information received by carriers on the dates of loading, unloading or delivery of cargo, nor on the dates of arrival of the means of transport at destination. The Company shall be authorised to modify delivery deadlines as indicated by the Customer if they are not compatible with the carrier's compliance with road safety norms.

3.11. The Company is under no obligation to issue the declaration "of interest in delivery" as per art. 22 of the Montreal Convention 22-5-99 (and/or art. 35 COTIF-CIM), nor to declare the value of the cargo to the carrier (in compliance with art. 26 CMR, art. 4.5.a) Brussels Convention, art. 423 and art. 952 Maritime Code or any other relevant domestic regulation or international convention), unless explicit request to that effect is received from the Customer in writing.

3.12. The Company is under no obligation to insure the cargo assigned to it for shipping, unless explicit request to that effect is received from the Customer in writing and the Company has duly accepted to fulfil such request.

Should the Customer fail to provide precise instructions in writing, the cargo shall be understood as not insured.

3.13. Should the Customer submit a request as indicated above, the Company shall obtain insurance at the standard and particular conditions of policies issued by Insurance Companies of its choice. Should the Customer fail to clearly specify the risks against which the cargo should be insured, it shall be understood that the cargo is covered against ordinary risks only. Should the insurance cover be arranged by the shipper or the consignee, the Customer undertakes to ensure that the insurance conditions do not set a right of recourse for the insurer against the Company.

4. Validity of prices and conditions.

The prices and the conditions set by the shipper are valid only if they are accepted by the Customer for the immediate execution of the assignment, unless changes arise in the conditions and rates of the companies, carriers and agencies used by the shipper to complete the shipment, as well as in labour costs or exchange rates.

The shipper is under no obligation to inform the Customer of any changes that occur during the shipment. Any bonus, discount, brokers' commission or fee on freights and similar items obtained by the shipper on carriers' rates shall pertain exclusively to the shipper.

5. Inspection of goods.

The Company is allowed, but is under no obligation, to inspect the cargo assigned to it at any time.

6. Dangerous goods.

The Company shall not accept to ship any dangerous goods which may cause prejudice to people, animals or things, of goods classified as such by domestic, EU or international regulations, of goods subject to IATA or ICAO restrictions, nor of rapidly perishable goods or goods subject to decomposition, unless a prior written agreement is reached whereby the Customer undertakes to exclude any liability of the Company. Should these goods be assigned to the Company without the agreement referred to above, the Company shall reserve the right to reject them or, should circumstances require it to do so, to sell or destroy them, and the Customer shall be held responsible for all harmful consequences and to sustain each and every related cost.

7. Obligations and responsibilities of the Customer.

7.1. The Customer must specify the nature of the goods, the number, quantity, quality and content of parcels, their gross weight, size and any other information instrumental to the execution of the assignment and to the Company's compliance with its obligations as per Legislative Decree no. 286 dated 21/11/2005.

7.2. The cargo supplied by the Customer to the Company must be suitably packed and labelled, or in any case compliant with trading standards. Specifically, the Customer shall mark the cargo with labels allowing easy and unambiguous identification of the type and characteristics of the cargo.

7.3. The Customer shall be held responsible for all harmful consequences deriving from omitted, inaccurate or wrong indications required as per above, as well as from the lack, inadequateness or unsuitability of packaging, or from the omission of any of the necessary indications on parcels for the safe and proper handling and lifting of cargo.

7.4. The Customer shall in due course provide the Company with clear and precise instructions on transport, as well as the documents required for the acceptance and shipment of the cargo. Should the Customer fail to provide instructions, or should said instructions be unclear and/or impracticable, the Company shall proceed according to its own best judgement, in the Customer's best interest.

Unless otherwise agreed upon in writing, the Customer shall provide the Company, in advance, with the funds needed to execute the assignment and to fulfil all related obligations which the Company has undertaken and/or shall undertake in its own name and on behalf of the Customer. Should the Company have to sustain the necessary expenses in advance, or should it not promptly receive the funds due, it shall be entitled to the reimbursement of any losses generated by exchange rate fluctuations, in addition to standard fees, the commission due for payments made in advance, and interest as set out in Legislative Decree no. 231 dated 9/10/2002.

8. Storage.

Any storage of the cargo assigned to the Company for shipment shall be arranged either at the Company's own facilities or at third parties' public or privately owned facilities, according to the Company's own choice.

8.1. Should the Company store the cargo at third parties' facilities, the same conditions in force between the Company and the Customer (including any limitations of liability) shall apply between the Company and the third party supplying storage.

8.2. Should the Company store the cargo at its own warehouses, it shall be understood that the Company shall be under no obligation to take any specific precautionary measures for warehouse surveillance.

8.3. The Company may grant the exclusive right to use parts of its warehouses to store specific goods. The compensation for granting the aforesaid premises shall be agreed upon on a case by case basis depending on the duration of the grant.

8.4. Should the Customer assign goods to the Company for long-term storage (such being considered a period exceeding 60 days), notwithstanding what is set out above, it shall be understood that the Company may terminate the storage agreement at any time by notifying the Customer in writing, via registered letter, at least 15 days in advance. Termination without notification shall be possible if the cargo stored is apt to cause prejudice to other cargo, people or things. In both cases, it shall be understood that the Customer shall pay all expenses incurred by the Company until the day when the cargo leaves the Company's warehouses.

8.5. Should the cargo be subject to any inspection, processing, sampling or handling during its storage at the warehouse, prior agreements to that effect must be taken and said procedure carried out by personnel appointed by the Company or, if viable, by personnel appointed by the Customer with the assistance and supervision of a representative of the Company.

8.6. Should the Company have grounds to doubt that its rights are covered by the value of the cargo assigned to it, it shall be authorised to set a deadline for the Customer to settle all amounts due to the Company. Should the Customer fail to comply accordingly, the Company reserves the right to sell the cargo and benefit from the consequent profit, or to destroy it, with no intervention of Judicial Authorities.

8.7. The responsibility of the Company, in its capacity as storage supplier, shall be limited solely to the specific cases of gross negligence and/or malice by the Company, its personnel or appointed representatives.

8.8. The Customer is liable for any damage incurred by the Company owing to activities of Customer's employees or representatives. Any person present on the Company's premises or on any premises where the Company carries out its operations shall comply with the safety norms in force as issued by relevant authorities or by the Company and act according to them in order to ensure order and safety.

8.9. The Company is under no obligation to insure the cargo assigned to it for storage, unless explicit request to that effect is received from the Customer in writing and the Company has duly accepted to fulfil such request.

8.10. Should the Customer submit a request as indicated above, the Company shall obtain insurance at the standard and particular conditions of policies issued by Insurance Companies of its choice. Should the Customer fail to clearly specify the risks against which the cargo should be insured, it shall be understood that the cargo is covered against ordinary risks only. Should the insurance cover be arranged by the shipper or the consignee, the shipper undertakes to make sure that the insurance conditions do not set a right of recourse for the insurer against the Company.

9. Non-acceptance of a shipping order.

Departing from the provisions of art. 1727 of the Italian Civil Code, the Company shall be entitled not to accept a shipping order at any time, even without good cause. In any case, all expenses incurred by the Company until the moment of non-acceptance shall be reimbursed by the Customer.

10. Terms of payment.

Company's invoices shall be issued upon completion of each single shipment and/or service. Payment shall be settled by direct transfer within 30 days from the date of the invoice, unless otherwise agreed upon. Sums paid in advance on behalf of the Customer, rights and customs duties shall be settled upon presentation of the related invoice or equivalent documentation. In the case of queries, the Customer shall immediately return the invoice to the Company's offices, indicating the grounds for the query.

Should the terms of payment referred to above not be complied with, for any reason whatsoever – not depending on the Company –, the Company shall charge any past-due amount with the interest rate set out in Legislative Decree no. 231 dated 9/10/2002.

11. Impossibility of completing a shipping order.

Any events – not depending on the Company and/or its appointed personnel or representatives – which may partially or totally prevent the Company from fulfilling its obligations (including, but not limited to, wars, earthquakes, floods, insurrections, riots, fires, strikes and blockades as well as all force majeure circumstances and/or other related events provided for by relevant International Conventions) shall set the Company free from any liability related to the assignments prejudiced by these events throughout their duration. In these cases, the Company shall be entitled to terminate the agreement even if it has been partially performed, and the Customer shall be granted the same right. In the case of termination, the Customer shall reimburse all expenses incurred by the Company (including, but not limited to, transport, storage, freight, stocking, parking, insurance and/or delivery costs) even in the case of force majeure.

12. Lien and privilege.

Should any outstanding credit be due to the Company by the Customer – either overdue or not –, the Company shall have a lien and privilege on the cargo assigned to it. The above mentioned rights can also apply to other parties rightfully entitled to the cargo (shipper and/or consignee and/or owner of the cargo, if other than the Customer).

13. Limitation of liability.

Any liability of the Company towards the Customer, whether or not specified in the agreement, shall not exceed the amount of 666.67 Special Drawing Rights (SDR) per parcel or 2.00 SDR per gross kg of cargo assigned to it for shipment. If the shipment envisages the reaching of a domestic or multimodal road transport agreement, said amount shall not exceed € 1.00 per gross kg of cargo lost or damaged.

14. Applicable laws and regulations.

It shall be understood that, for any cases not explicitly provided for by these standard trading conditions, the Italian law will apply, and specifically art. 1737 ff. of the Italian Civil Code.

15. Standard transport conditions.

Enforceability. Should it be agreed between the parties that the Company undertakes to have the cargo transported by others' means, the following standard transport conditions shall apply.

16. Form of the agreement.

The transport agreement shall be stipulated in writing.

17. Company's liability for loss or damage of transported goods.

The Company's liability shall be regulated as follows.

18. Road transport: liability limits.

In the case of domestic transport, any liability of the Company towards the Customer, whether or not specified in the agreement, for loss of or damage to the cargo transported shall be conventionally limited to € 1.00 per gross kg of cargo lost or damaged. For international transport, said liability shall not exceed the amount set out in article 23, paragraph 3, of the Convention for the carriage of goods by road, transposed into Italian legislation by Law no. 1621 dated 6 December 1960, including subsequent amendments.

19. Air transport.

International transport. Liability limits.

In the case of international air transport, the Company's liability shall be regulated by the Montreal Convention of 1999. Any liability of the Company towards the Customer, whether or not specified in the agreement, for loss of or damage to the cargo transported shall consequently not exceed the amount of 17.00 SDR per kg of cargo lost or damaged.

Domestic transport. Liability limits.

In the case of domestic air transport, and in any case where the Montreal Convention does not apply, the Company's liability shall be regulated by the Maritime Code and shall in no case exceed the amount of € 15.00 per kg of cargo loaded.

20. Sea transport.

Domestic transport. Liability limits.

In the case of domestic sea transport, the Company's liability shall be regulated by the Maritime Code. Any liability of the Company towards the Customer, whether or not specified in the agreement, for loss of or damage to the cargo transported shall not exceed the amount of € 100.00 per parcel.

International transport. Liability limits.

In the case of international sea transport, the Company's liability shall be regulated by the Brussels Convention of 1924. Any liability of the Company towards the Customer, whether or not specified in the agreement, for loss of or damage to the cargo transported shall not exceed the amount of 666.67 SDR per parcel or item lost or damaged, or 2.00 SDR per kg of cargo lost or damaged.

21. Railway transport.

Domestic transport. Liability limits.

In the case of domestic railway transport, the Company's liability shall be regulated by the provisions of Presidential Decree no. 197 dated 30 March 1961, including subsequent amendments. Any liability of the Company towards the Customer, whether or not specified in the agreement, shall not exceed the amount of € 7.50 per net kg of cargo damaged or missing.

International transport. Liability limits.

In the case of international railway transport, the Company's liability shall be regulated by the Vilnius Convention of 1999. Any liability of the Company towards the Customer, whether or not specified in the agreement, for loss of or damage to the cargo transported shall not exceed the amount of 17.00 SDR per kg of cargo lost or damaged.

22. Multimodal or combined transport.

If transport is arranged using different means of transport, the Company's liability shall be regulated by the Italian Civil Code.

23. Forfeiture.

Any objection, demand, request and/or claim submitted by the Customer to the Company with regard to the fulfilment of any obligations contained in the Agreement and/or to its execution, including losses, damage and/or delays, shall be notified via registered letter with acknowledgment of receipt within 15 days of the event or of the date when the claiming party first acquired knowledge of it.

If no notice is submitted within the aforementioned term as specified herein, the claiming party shall lose any right even if this has not yet expired.

24. No waiver.

Should the Company waive or fail to exercise any right provided for herein, this shall not prevent it from exercising those rights or any other rights in relation to the same breach of the agreement or a subsequent or threatened breach of the agreement.

25. Place of jurisdiction.

The parties explicitly agree that any dispute arising between them in connection with the interpretation or termination of this agreement shall be exclusively subject to Italian Jurisdiction and the competence of the Court of Trieste.