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GENERAL SHIPPING CONDITIONS (version dated 1st of September 2026)

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Article 1 - Scope of Application

1. These General Shipping Conditions (hereinafter also the "GSC") govern the obligations arising from contractual relationships entered into between Ormesani S.r.l. - Società benefit, with registered office in Quarto d'Altino (VE-30020), Via Giovanni Pascoli 42/N, VAT No. and Tax Code 02061320277, EORI IT02061320277 (hereinafter also

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"Ormesani"), all companies belonging to the same group (hereinafter also the "Group Companies"), and their Customers/Principals (hereinafter also the "Customers/Principals" or the "Customer/Principal"). These GSC may be derogated from and/or supplemented only by an amendment and/or supplement executed jointly by the legal representatives of Ormesani and the Customers/Principals, or by their authorised delegates.

2. Unless otherwise agreed in writing from time to time, the contractual relationships governed by these GSC are forwarding contracts with representation pursuant to Article 1737 of the Italian Civil Code.
3. These GSC prevail over any other agreement or condition, whether written or oral. Any derogations from and/or amendments and/or supplements to these GSC shall be valid and effective only if expressly agreed in writing in a separate appendix jointly signed by the legal representatives of Ormesani and the Customer/Principal, or by one of their authorised delegates, expressly referring to these GSC and intended to form an integral part thereof. Failing these requirements, any agreement derogating from and/or amending and/or supplementing these GSC shall be deemed null and void and without effect.
4. For the purposes of applying these GSC, a Mandate granted to Ormesani by the Customer/Principal for the conclusion of several contracts of carriage having the same origins and/or destinations shall be deemed to be the subject of a single Shipping Mandate; these GSC shall consequently also apply to the single forwarding contract as defined pursuant to this Article and to the related ancillary operations.
5. Contractual relationships with Ormesani are governed by the GSC in force when the engagement is entrusted to Ormesani. For this purpose as well, they are referred to in each individual quotation and/or price list, with reference to the version in force at that time, and form an integral part of the agreement.

Article 2 - Definitions

1. It is understood that, in addition to the terms and expressions defined elsewhere in these GSC, the terms and expressions beginning with a capital letter shall have the specific meanings attributed to them below. Terms and expressions defined in the plural shall also include the singular and vice versa.
2. Group Companies: all companies having any of the following relationships with Ormesani S.r.l.:

a) they are in a relationship of control or affiliation within the meaning of Article 2359 of the Italian Civil Code;

b) they are both directly or indirectly controlled by the same person, whether an individual or a legal entity;

c) they have the same individual as legal representative.

3. Freight Forwarder: Ormesani, namely the party to whom the Customer/Principal grants the Shipping Mandate with representation.
4. Customer / Principal / Client (also referred to individually): the principal of the shipment who grants Ormesani the Shipping Mandate, whether acting as shipper, consignee, owner of the goods, depositor, person entitled to the cargo, seller, buyer, or any other person having rights or obligations in respect of the goods forming the subject of the shipment.
5. Parties: Ormesani and the Customer/Principal jointly.
6. Mandate / Shipping Mandate / Shipping Order / Forwarding-Transport / Shipping Service / Shipment: the subject matter of the engagement requested by the Customer/Principal from Ormesani.
7. Shipper: the party appearing as shipper and/or loader and/or shipper (including solely on the basis of documentation) under the contract of carriage entered into by the Freight Forwarder.
8. Consignee: the party appearing as consignee under the contract of carriage entered into by the Freight Forwarder.
9. Person Entitled to the Cargo: the party who, under the contract of carriage entered into by Ormesani, is entitled to delivery of the cargo at destination.
10. Technical Stop: the temporary stay of the goods forming the subject of the Shipment in a storage area, warehouse, terminal or other sheltered area, for requirements connected with the performance or continuation of the Shipment or Forwarding-Transport (rerouting of the shipment / cross-docking, groupage / degroupage, etc.), or otherwise connected with the need to keep the goods temporarily during transport or pending delivery to the carrier or the Consignee.
11. Transit Time: the merely indicative duration of transport, from taking over the goods at origin until redelivery to the Receiver / final Consignee.

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12. Customs Formalities: any activity governed by EU Regulation 952/2013 (Union Customs Code or UCC), Legislative Decree 141/2024 (National provisions supplementing the Union Customs Code), Legislative Decree 504/1995 (Consolidated provisions concerning taxes on production and consumption), Presidential Decree 633/1972 (Introduction and regulation of value added tax), Decree-Law 331/1993 and/or any other applicable customs legislation.
13. Customs Declarant: the person who lodges a customs declaration, a temporary storage declaration, an entry summary declaration, an exit summary declaration, a re-export declaration or a re-export notification in his/her own name, or the person in whose name such declaration or notification is lodged.
14. Dangerous Goods: goods that may cause harm to persons, animals or property. In any event, goods specified (i) in the technical instructions of the International Civil Aviation Organisation (ICAO), (ii) in the Dangerous Goods Regulations of the International Air Transport Association (IATA), (iii) in the International Maritime Dangerous Goods Code (IMDG), (iv) in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and (v) in any other national or international legislation applicable to the transport and performance of other services relating to dangerous goods shall be considered dangerous.
15. Express Courier: the professional operator appointed to collect, transport and deliver shipments within rapid and predetermined timeframes, using organised and standardised methods, by means and facilities of its own or of third parties, with proof-of-delivery service (including date and time of delivery and identification of the individual who received the consignment).
16. Confidential Information: all information acquired by the Parties and, by way of example and without limitation, data concerning the Goods forming the subject of shipments and their prices, personal, corporate, commercial, accounting, technical and administrative data of the Parties, suppliers, employees and professionals connected with the Parties, contracts, projects, know-how, technical drawings, works, financial or commercial data, regardless of whether such information is designated as confidential at the time of disclosure and regardless of the manner in which it is disclosed. Information in the public domain, or which becomes public through an act or conduct not prohibited to the other party, information already known to the other party, or information expressly classified as non-confidential by either Party shall not be considered confidential.

Article 3 - Status of the Recitals and Definitions

1. The Recitals and Definitions above shall be deemed an integral and substantive part of these GSC and of every contractual relationship to which the GSC apply.

Article 4 - Scope of the Engagement - Ormesani's Obligations - Method of Performance of the Engagement

1. Ormesani shall perform the Mandate entrusted to it with ordinary diligence.
2. In performing the Mandate granted by the Customer/Principal, Ormesani undertakes, in accordance with the instructions received promptly and in writing from the Customer/Principal, its employees, collaborators or other persons appointed by it who act, including de facto, on its behalf, to enter into, in the name and on behalf of the Customer/Principal, the contract for carriage of the goods and/or ancillary services under the terms and conditions of these GSC and in accordance with industry practice and, where applicable, the sector legislation relating to carriage of the goods forming the subject of the engagement, without any obligation to notify the Customer/Principal of the carrier selected and/or of any change from the carrier that may have been indicated in the quotation, whose name shall in all cases be considered purely indicative.
3. Ormesani may engage whichever carrier it considers appropriate without incurring any liability for that choice; for domestic road transport, however, Ormesani undertakes to conclude the relevant contracts, preferably in writing, only with carriers duly registered in the Italian National Register of Road Hauliers for Hire and Reward or otherwise holding the necessary authorisations, and equipped with vehicles suitable for performing the service requested by the Customer/Principal.
4. Unless contrary instructions are communicated promptly/without delay and in writing by the Customer/Principal, Ormesani shall have free choice of the routes and means to be employed, the modes of transport to be used, the itineraries and the technical arrangements to be adopted to ensure performance of the contract.

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5. Contracts of carriage entered into by Ormesani in the name and on behalf of the Customer/Principal shall be governed by the rules specifically applicable to that contract of carriage and by the terms, regulations and rules applied by the carrier selected by Ormesani, which the Customer/Principal acknowledges to be binding upon it; the Customer/Principal acknowledges that this also applies to the terms, regulations and rules relating to any other contract entered into by Ormesani in performance of the Mandate, including those of port companies and authorities, storage operators or other undertakings, whether Italian or foreign.
6. Whenever it becomes necessary to perform the Shipment or part thereof by means of a dedicated charter/hire of a means of transport (aircraft, vessel, truck, etc.), and whenever, in Ormesani's sole discretion, the use of such charter/hire represents the best option, that activity shall fall within the Shipping Mandate. The full text of the general terms and conditions of the Charter/Hire Contract is available to the Customer/Principal upon its express written request to Ormesani. It is understood that the general terms and conditions relating to the Charter/Hire Contract do not replace or amend these general conditions governing the forwarding mandate between Ormesani and the Customer/Principal. The Customer/Principal indemnifies Ormesani against any liability connected with the Charter/Hire Contract.
7. Ormesani assumes no liability in relation to the timing of performance of the transport forming the subject of the Mandate and/or any supervening impossibility of performing the transport.
8. Ormesani assumes no liability for the exact interpretation of instructions transmitted orally or by telephone by the Customer/Principal or persons delegated by it where those instructions have not been confirmed in writing.
9. In the absence, in whole or in part, of instructions regarding performance of the engagement (or parts thereof), Ormesani may act at its own discretion.
10. If instructions prove incorrect, insufficient, incomplete or contrary to law, Ormesani may depart from them after notifying the Customer/Principal, while at all times acting with ordinary diligence. Ormesani shall not be liable for having acted on the basis of incorrect, insufficient or incomplete instructions provided by the Customer/Principal. Ormesani's failure to point out that instructions received are incorrect, insufficient or incomplete shall under no circumstances constitute acknowledgement by Ormesani that such instructions are correct and/or sufficient and/or complete.
11. Where, instead of giving the Freight Forwarder precise instructions, the Customer/Principal merely sends a copy of the letter of credit, Ormesani shall act in accordance with the conditions stated in the letter of credit itself, without any liability for its interpretation.
12. Ormesani may substitute others for itself in the performance of the Mandate pursuant to and for the purposes of Article 1717 of the Italian Civil Code.
13. Ormesani shall have the right, but not the obligation, to weigh, measure or inspect the goods entrusted to it at any time. No obligation or liability of Ormesani shall arise from such inspection activity.
14. Delivery of the goods by the Customer/Principal and/or a person appointed by it to an Ormesani office and/or an Ormesani correspondent, in the absence of or contrary to Ormesani's instructions concerning the place where the Goods are to be delivered for shipment, shall not entail any liability on the part of Ormesani for resulting delays and/or impossibility of performing the engagement; in such event, the Customer/Principal shall in any case reimburse Ormesani for all related expenses, costs and charges incurred, regardless of whether such expenses were quoted and/or known and/or accepted, for transferring the Goods to the place where they should have been delivered by the Customer/Principal or its appointee for performance of the engagement entrusted to Ormesani and/or all expenses, costs and charges for returning the goods to the Customer/Principal if the Shipment can no longer or should no longer be carried out as a consequence of the circumstances described in this paragraph.
15. Unless the Customer/Principal gives written instructions to the contrary, Ormesani may carry out the Shipment by grouping the goods with other goods. In this regard, the Customer/Principal acknowledges and accepts that its goods may be loaded and carried as consolidated cargo (groupage) together with goods of other shippers, without distinction as to type, nature or commodity category (including perishable, food, dangerous or other goods), it being understood that Ormesani does not carry out any prior verification of compatibility between consolidated goods.
16. The Customer/Principal is aware of and accepts that, in the event of customs inspections, holds, checks, seizures, delays, damage or deterioration affecting even only part of the goods contained in the same container or consolidated lot, the entire shipment may be subject to a stop or hold by the competent authorities. In such

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circumstances, Ormesani shall not be liable for any direct, indirect or consequential damage, delays, storage costs or deterioration arising therefrom, which shall remain exclusively at the Customer/Principal's cost and risk, and the Customer/Principal shall in any event indemnify and hold Ormesani harmless in respect of any resulting expense and/or liability.

17. In particularly urgent situations which, in Ormesani's sole discretion, require immediate action, Ormesani reserves the right to take, in full autonomy, such measures as it considers necessary to avoid and/or limit possible damage, avoid or contain additional costs and/or safeguard the cargo, without any obligation to inform the Customer/Principal in advance or await its instructions. It is understood that any decision by Ormesani not to intervene in such circumstances shall not entail any liability on its part for failure to avoid and/or contain damage and/or costs. The Customer/Principal expressly accepts this clause and undertakes to indemnify and hold Ormesani harmless from any liability for decisions and/or omissions made in such circumstances.
18. At its sole discretion and unless otherwise expressly agreed in writing with the Customer/Principal, Ormesani shall not accept any engagement relating to Dangerous Goods and/or potentially dangerous goods or goods liable to cause harm to persons, animals, other goods or property, and/or perishable goods or goods sensitive to certain temperatures and humidity levels, and/or goods intended for trade fairs, exhibitions or events, and/or dual-use goods under applicable legislation, and/or goods excluded pursuant to Article 13 below.
19. If the goods referred to in the preceding paragraph, or goods listed in Article 13 below, are entrusted to Ormesani without prior written agreement, or if Ormesani accepts engagements on the basis of incorrect, incomplete or untrue information concerning the nature, value or destination of the goods supplied by the Customer/Principal and/or a person authorised by it, Ormesani shall have the right to terminate the contract, refuse, store or dispose of such goods and, in case of danger, even destroy them, with all related costs and charges borne by the Customer/Principal.
20. If, in connection with any of the events referred to in the preceding paragraph, the Customer/Principal has acted on behalf of other parties, the Customer/Principal shall nevertheless remain directly liable to Ormesani for any damage and costs and undertakes to hold Ormesani harmless also against third-party claims.
21. Unless contrary written instructions are given, Ormesani may arrange for all goods refused by the consignee or which, for any reason, cannot be delivered to the consignee to be returned to the shipper at the Customer/Principal's risk and expense.
22. During any storage caused by an impediment to redelivery, the goods shall remain stored at the Customer/Principal's risk, without Ormesani being required to insure them. Ormesani also assumes no liability for shortages, damage or any other event affecting the goods during storage. All costs, expenses and charges connected with storage under this paragraph shall be borne by the Customer/Principal.
23. In the event of refusal or inability to locate the consignee, Ormesani, if promptly informed of the storage and authorised to intervene, may take the measures necessary and/or appropriate for custody and return of the goods, acting in the name and on behalf of the Customer/Principal, who shall bear the risk of any costs, losses, damage and/or theft.
24. In all cases, Ormesani's liability shall be limited to organisation of the transport and the obligations arising therefrom, with express exclusion of any liability as carrier and/or concerning actual performance of the transport.
25. In performance of the Mandate received, Ormesani may complete and sign, in the name and on behalf of the Customer/Principal, transport documents, including electronic documents, in implementation of the contracts, Shipping Orders and the Customer/Principal's instructions; such documents shall be completed on the basis of and in accordance with the instructions, which the Customer/Principal undertakes to provide to Ormesani promptly. In any case, the related costs and liabilities shall remain borne by the Customer/Principal. The Customer/Principal shall indemnify and hold Ormesani harmless for any consequence and liability arising from the completion and signing of such transport documents. The Customer/Principal acknowledges that the issuance by Ormesani of a House Bill of Lading, House Air Waybill or other transport documents in which Ormesani appears as contractual but not actual carrier shall not entail any carrier obligation on the part of Ormesani.
26. By way of derogation from the foregoing, Ormesani reserves the right to agree to conclude forwarding-transport contracts; any assumption by Ormesani of carrier obligations must be expressly made in writing. If Ormesani assumes carrier obligations, these GSC shall nevertheless apply in full and shall be deemed to refer also to the

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contract of carriage. In the absence of a specific written agreement under which Ormesani assumes the carrier obligation, any Mandate contract shall be regarded as a pure forwarding contract.

Article 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates

1. At the Customer/Principal's request and on the basis of the information supplied by it concerning the place of departure and destination of the shipment, the type of transport requested, the characteristics of the goods to be shipped (such as, by way of example, weight, volume, dimensions, nature and quality, value, etc.) and any other specific instruction, Ormesani shall send the Customer/Principal, including by e-mail, a written quotation describing the Shipping Service offered, including any ancillary operations requested, the relevant fee and the validity period of the quotation.
2. The quotation shall be deemed accepted by the Customer/Principal upon written signature thereof and/or confirmation by e-mail and/or by conclusive conduct through delivery of the goods to Ormesani and/or to the Carrier appointed by it. The Mandate shall likewise be deemed granted when the shipment is assigned to Ormesani or by conclusive conduct, including delivery of the goods, even in the absence of a previously agreed quotation or applicable price list.
3. In order to facilitate and streamline performance of the shipping operations and management of the relevant files with the Customer/Principal, it is expressly agreed that Ormesani is entitled to maintain relations with, and receive instructions and grants of Mandate from, any person belonging to the Customer/Principal's organisation, including employees, collaborators or other appointees acting, including de facto, on the Customer/Principal's behalf.
4. Use of a corporate e-mail address or signing in the capacity of a member of the Customer/Principal's organisation shall be considered suitable evidence giving rise to a presumption that a valid internal power of attorney or delegation has been granted by the company, authorising such person to accept these GSC in full and to grant a mandate to Ormesani.
5. Acceptance of the quotation by the Customer/Principal shall, for all legal purposes, entail full acceptance of these GSC and, by virtue of the express reference contained in the quotation itself, also of the contractual clauses that may qualify as burdensome clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code.
6. Without prejudice to the preceding paragraph, delivery of the goods by the Customer/Principal, or by a person appointed by it, to Ormesani, or to the Ormesani correspondent appointed for that Shipment and whose name has been communicated to the Customer/Principal, shall for all purposes imply acceptance of the quotation by the Customer/Principal and grant of the relevant Mandate, as governed by these GSC, attached to and/or referred to in every Ormesani quotation and/or price list and published on its website at: https://www.ormesani.com/it/trasparenza-sostenibilita .

Article 6 - Obligations of the Customer/Principal

1. The Customer/Principal shall provide Ormesani with complete and correct instructions for performance of each individual engagement granted, including in the situation referred to in Article 1 above. The Customer/Principal shall provide the aforementioned instructions in writing. In any event, Ormesani assumes no liability for any incorrect interpretation of instructions transmitted orally (including by telephone) and not transmitted and confirmed in writing.
2. The Customer/Principal shall provide Ormesani in due time with all documents useful and necessary for taking over and Shipping the goods.
3. The Customer/Principal warrants:

a) that the essential elements of the Shipment (including, by way of example and without limitation: Shipper and Consignee, container number and seal, addresses of places of departure and destination, etc.) have been correctly and accurately described in all transport documents;

b) that the nature of the goods, number, quantity, quality, value, contents of packages, gross weight (including the weight and volume of packaging and pallets), dimensions and any other information supplied are true and correct;

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c) that the packaging and labelling used, as well as lashing, securing and bundling, if carried out directly by the Customer/Principal and/or the Shipper or persons appointed and/or delegated by them, are suitable in relation to the goods shipped and the mode of transport;

d) that the export or import of the goods forming the subject of the Shipment, including as regards the persons involved, is not subject to restrictions and/or embargoes imposed at international level (EU, UN, USA, UK, etc.) or national level, or, where applicable, that the Customer/Principal possesses the requirements and/or permits and/or licences and/or authorisations and/or anything else necessary to export and/or import and/or transit through countries subject to the measures referred to in this paragraph;

e) that no goods or property declared by Ormesani to be unacceptable for transport have been included in the Shipment;

f) that, for air transport of shipments destined for the U.S.A., the goods do not originate in and have not transited through the following countries: Afghanistan, Libya, Somalia, Syria, Yemen, Egypt, Bangladesh, Lebanon, Sudan, Iran, Iraq and Pakistan.

4. The Customer/Principal is responsible for the suitability of the packaging and/or preparation of the goods for transport (including labelling, marking, lashing, securing, bundling, and indications on the goods and packages of precautions necessary for their handling, movement and lifting, such as no stacking, fragile goods, do not tip, etc.). Ormesani may refuse goods that it considers not suitably packaged and/or prepared for transport, but Ormesani's failure to refuse the goods or to point out the unsuitability of the packaging and/or preparation of the goods for transport shall under no circumstances imply its acceptance of the suitability of the packaging and/or of the preparation of the goods for transport. The Customer/Principal is liable to Ormesani for any damage, claims or expenses that may arise from breach of the above provisions.
5. By granting the engagement, the Customer/Principal in all cases warrants and confirms:

a) that it has complied with best practice for packaging and/or preparation of the goods for transport and that, in any event, they are adequately packaged and prepared to withstand the ordinary risks of shipment, having regard to their nature and characteristics;

b) that the goods have been correctly and accurately described in each transport document and/or in communications necessary for issuance of the transport document;

c) that none of the goods excluded and/or declared unacceptable by Ormesani as indicated in these GSC has been included in the Shipment;

d) in particular, that the information communicated by the Customer/Principal to Ormesani concerning the nature of the goods, value, number, quantity, quality and contents of packages, gross weight (including the weight of packages and pallets), volume and dimensions of packages, and any other information provided, is complete, sufficient, true and correct;

e) that the Shipment has been prepared by the Customer/Principal or other persons appointed by it in suitably arranged and secure premises, and that the Customer/Principal has engaged professionally qualified personnel in preparation of the Shipment;

f) that the Customer/Principal has taken the necessary protective measures in relation to the Shipment in order to prevent unauthorised interference during preparation of the goods and their packaging;

g) that all legislative and regulatory provisions relating to customs import and/or export and/or transit and/or warehousing operations and/or intra-Community transfers and/or marketing and/or distribution have been fully complied with and that documents relevant to transport and related ancillary operations have been fully checked by the Customer/Principal or personnel specifically authorised by it.

6. The Customer/Principal declares that it shall indemnify Ormesani and guarantees to hold it harmless from any loss and/or claim and/or damage of any nature arising in any way from breach of any and each of the warranties set out above.
7. In the absence of instructions from the Customer/Principal, Ormesani may perform the Shipping Mandate autonomously, at its own discretion.

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Article 7 - Insurance

1. Ormesani has no obligation to arrange insurance for the goods. If the Customer/Principal wishes to insure the goods against possible damage, it may grant Ormesani a mandate, as an ancillary service, to take out insurance cover for and in the interest of the Customer/Principal or a person designated by it. In such case, the Customer/Principal undertakes, mandatorily and under penalty of nullity, to grant the engagement using the specific form of Specific or Continuing Insurance Mandate (Annexes 03 and 04). The insurance terms are governed by the said Specific or Continuing Insurance Mandate (Annexes 03 and 04). Under no circumstances may Ormesani be regarded as insurer or co-insurer. The cost of insurance cover shall be reimbursed by the Customer/Principal to Ormesani in the amount indicated in the quotation or in a separate Fee Schedule, published on the website: note compensi REV 102025.pdf.
2. If the Customer/Principal wishes to benefit from insurance cover arranged by Ormesani, it must communicate this expressly and in writing no later than acceptance of the quotation and in any event before performance of the Shipment; the Customer/Principal's instructions to arrange insurance cover shall take effect only upon Ormesani's written confirmation.
3. The Customer/Principal authorises Ormesani to produce a copy of the Insurance Mandate to authorities requesting it and/or to the Insurer as evidence of the request for insurance cover.
4. Unless otherwise instructed in writing by the Customer/Principal, Ormesani shall arrange insurance for ordinary risks only, for whom it may concern, under the customary general and special terms of policies issued by insurance companies selected by Ormesani; under no circumstances shall Ormesani be liable in relation to the choice of insurer or its solvency.
5. The full text of the insurance terms is available to the Customer/Principal upon its express request to Ormesani; a summary of the insurance terms arranged by Ormesani on behalf of the Customer/Principal is set out below.

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Siat
ASSICURAZIONI

DICHIARAZIONE POLIZZA ASSICURATIVA TRASPORTI

Per gli usi consentiti dalla legge italiana

Si dichiara che la Società indicata nella presente scheda è assicurata in relazione all'attività sotto specificata secondo termini e condizioni previsti dalla seguente Polizza:

Assicuratori: SIAT ASSICURAZIONI S.p.A. (Delegataria) 60%
LIBERTY MUTUAL INSURANCE EUROPE SE 40%

Contraente: **Ormesani S.r.l.**
VIA G. PASCOLI, 42/N
30020 QUARTO D'ALTINO VE
P.Iva 02061320277

Polizza: **N. 62909**

Decorrenza: Dalle ore 00:00 del **1 Gennaio 2026** alle ore 24:00 del **31 Dicembre 2026**.

Tipo e finalità Polizza: Polizza Di Assicurazione Dei Trasporti Via Mare/Aereo/Terra Stipulata Dallo Spedizioniere Per Conto Degli Aventi Diritto

Massimali: € 5.000.000 per evento con sotto limite di:
€ 1.000.000 per autocarro
€ 200.000 per evento/anno, limitatamente ai trasporti di effetti personali/masserizie.

Valore Assicurabile: L'assicurazione è prestata, entro i limiti dei massimali sopra stabiliti, in base al prezzo di fattura delle merci, aumentato fino al 25% a titolo di "utile sperato" a favore del compratore se così previsto dai termini di resa, delle spese di trasporto e di assicurazione nonché di dazi e oneri doganali se dovuti.

Condizioni: Polizza Italiana di assicurazione delle Merci Trasportate (ed. 1983), integrata da:

- Institute Cargo Clauses (A) CL382 01.01.2009 con estensione di 30 gg al periodo di giacenza previsto dalla Transit Clause con esclusione del rischio di Terrorismo
- Institute Cargo Clauses (Air) (ad esclusione delle spedizioni per posta) CL387 01.01.2009 con estensione di 30 gg al periodo di giacenza previsto dalla Transit Clause con esclusione del rischio di Terrorismo.
- Institute Strikes Clauses (Cargo) CL386 01.01.2009
- Institute Strikes Clauses (Air Cargo) CL389 01.01.2009
- Institute Strikes Clauses (Frozen-Chilled Food) 1.3.2017 CL 424
- Institute War Clauses (Cargo) CL385 01.01.2009
- Institute War Clauses (Air Cargo) (ad esclusione delle spedizioni per posta) CL388 01.01.2009
- Institute War Clauses (Spedizioni per posta) 1.1.1982 (CL.257)
- INSTITUTE FROZEN/CHILLED FOOD CLAUSES (A) – ed 01/03/2017 – Cl. 430
- Clausola Di Assicurazione Per Merci Deperibili
- Institute Classification Clause 1/1/2001 (CL.354)
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic
- Weapons Exclusion Clause 10.11.2003 (CL.370)
- Marine Cyber Endorsement LMA5403 ed. 11/11/2019
- Termination of Transit Clause (Terrorismo) JC2009-056
- Cargo ISM Endorsement 1/5/98 (JC 1998/019)

SIAT Società Italiana Assicurazioni e Riassicurazioni p.A.

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- Cargo ISM Forwarding Charges Clauses (senza alcun premio aggiuntivo) 4/6/98 (JC 1998/023)
- Cargo ISPS Endorsement 4/11/04 (JC 2004/050)
- Cargo ISPS Forwarding Charges Clause (senzaalcun premio aggiuntivo) 4/11/04 (JC 2004/050B)
- Communicable Disease Exclusion (Cargo) JC 2020-011 ed. 17/04/2020
- Sanction Limitation and Exclusion Clause
- Communicable Disease Exclusion (Cargo) JC 2020-011 ed. 17/04/2020

Incluse le seguenti precisazioni ed estensioni:

- garanzia sussidiaria ("contigency")
- carico e scarico - ambito di operatività dell'assicurazione
- terremoto
- resi di merce
- merci in giacenza presso fiere, mostre, esposizioni e simili
- clausola fumigazione:
- avaria comune
- danni alle confezioni di vendita
- buona fede
- emissione diretta dei certificati di assicurazione
- trasbordi
- mancata effettuazione del viaggio ("frustration clause")
- documento del trasporto
- valore assicurabile
- estensione giacenza in corso di transito a 60 gg
- insolvenza dell'armatore

Scoperti e Franchigie:

I danni conseguenti a furto/rapina/mancata consegna durante il trasporto a mezzo autocarro nonché i danni da variazione di temperatura verranno liquidati al netto di uno scoperto del 10% con il minimo di € 250,00 per evento.
Franchigia fissa da concordarsi preliminarmente l'inizio dei rischi per tutti gli altri danni, eccetto che per i danni relativi a masserizie ed effetti personali che verranno liquidate previa deduzione di franchigia fissa pari a € 500.
Scoperto 10% con il minimo di Euro 750,00.= per tutti i danni eventualmente indennizzabili alle merci deperibili, trasportate via mare e via aereo a condizioni INSTITUTE FROZEN/CHILLED FOOD CLAUSES (A)

Warranty:

Relativamente ai trasporti terrestri delle seguenti merci:
Abbigliamento, calzature, borse, pelli, pelletteria, cosmetici e profumi, materiale fotografico ed ottico, apparecchiature radio e TV, computers ed accessori, bigiotteria, orologi non preziosi, alimentari in genere, caffè, leghe metalliche e metalli non ferrosi (rame, alluminio, ottone, profilati ecc.), elettrodomestici, prodotti farmaceutici, il cui importo sia pari o superiore a € 500.000,00 la copertura si intenderà operante sempreché:

- sugli autocarri adibiti al trasporto, ad eccezione dei "telonati", sia correttamente installato e messo in funzione – durante tutto il tragitto e le eventuali soste con la merce a bordo del mezzo – un sistema di rilevamento satellitare antifurto/antirapina conforme alle norme CEI 79/28, collegato con primaria società di telesorveglianza:

oppure:

- il viaggio venga effettuato con la presenza di due autisti, con l'obbligo per uno dei due di restare a bordo dell'automezzo, durante le fermate in corso di viaggio da qualsiasi causa dipendenti (valido anche per i "telonati").

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Ambito Territoriale: Mondo intero esclusi Corea del Nord, Cuba, Crimea, Iran, Siria, Sudan, Sudan del Sud, Russia, Ucraina e Bielorussia, Afghanistan, Myanmar (Burma) e Venezuela nonché paesi aventi disposizioni di legge che impongano la copertura con Compagnie di assicurazione locali e paesi in stato belligerante o considerati a "rischio speciale" come da Global Cargo Watch List.

ALTRI TERMINI, CONDIZIONI, FRANCHIGIE E SCOPERTI: come da polizza n.62909

Questo sommario è stato preparato esclusivamente per informazione dell'Assicurato e non costituisce in alcun modo un'analisi esatta e vincolante delle coperture. Questo documento non annulla, estende o altera la copertura accordata dalla polizza sopra indicata. In caso di reclami e dubbi a riguardo dell'interpretazione, faranno testo unicamente le polizze originali come unici documenti impegnativi.

Genova, 20 Gennaio 2026

LA SOCIETA' ASSICURATRICE

Siat
Società Italiana Assicurazioni e Riassicurazioni p.A.
Luca Florentano
Responsabile
Area Tecnica

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6. The main operating instructions contained in the insurance certificate, in particular those relating to the steps to be taken in the event of a claim (for example, prompt notification of the damage, adoption of the measures necessary to limit its consequences, preservation of rights of recourse and relevant documentation), are hereby incorporated in full by reference. For any matter not set out below, reference shall be made to the insurance certificate for the complete rules, already available to the Customer/Principal and in any event obtainable from Ormesani.

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ASSICURAZIONI

NORME IN CASO DI DANNO

In caso di danno l'assicurato o chi per esso deve chiedere immediatamente allo sbarco della merce (e comunque non oltre tre giorni) l'intervento del Commissario d'avaria indicato sulla polizza o certificato di sicurtà e comunicare agli assicuratori, appena vengono a sua conoscenza, tutti gli avvisi e notizie che si riferiscono all'avvenimento.

Le eventuali perdite o avarie subite dalla merce durante il trasporto devono essere fatte constatare dal destinatario, mediante riserva scritta in contraddittorio col vettore e/o con l'ente di sbarco al memento della riconsegna se trattasi di avarie apparenti, od entro tre giorni dalla data di riconsegna se si tratta di avarie non apparenti.

In mancanza della riserva scritta o della constatazione in contraddittorio le merci si presumono riconsegnate dal vettore in conformità alle condizioni contenute sulla Polizza di Carico o altro documento di trasporto.

Per tutte le avarie per le quali potrebbe essere coinvolta la responsabilità del vettore, l'assicurato, il ricevitore, o chi per essi, dovrà rendere responsabili, mediante lettera raccomandata con ricevuta di ritorno, i rappresentanti del vettore stesso, dopo averli invitati all'accertamento dei danni.

I diritti derivanti dal contratto di trasporto di cose soggetti alla legge italiana si prescrivono col decorso di sei mesi dalla riconsegna delle cose, e in caso di perdita totale, dal giorno in cui le cose sarebbero dovute arrivare a destinazione. Nei trasporti che hanno inizio o termine fuori d'Europa o nei paesi bagnati dal Mediterraneo, la prescrizione si compie col decorso di un anno.

L'assicurato, il ricevitore, o chi per essi, deve sempre salvaguardare l'azione di rivalsa degli assicuratori nei confronti dei responsabili della perdita e/o avaria ed è tenuto ad interrompere il decorso della prescrizione a termini di legge.

I reclami dovranno sempre essere accompagnati dai seguenti documenti:

1. **certificato d'avaria;**
2. **polizza o certificato di sicurtà (debitamente girati);**
3. **polizza di carico originale o copia autenticata;**
4. **fattura della merce;**
5. **distinta pesi;**
6. **nota di imbarco;**
7. **copia della lettera di reclamo all'agente del vettore;**
8. **originale della risposta ricevutane;**
9. **dichiarazione del vettore attestante che all'imbarco non gli è stata rilasciata lettera di garanzia per l'ottenimento di una polizza di carico netta o, se detta lettera di garanzia è stata rilasciata, allegarne copia;**
10. **attestazione di mancata consegna da parte del vettore;**
11. **altri documenti probatori che potranno agevolare la liquidazione del danno che possa facilitare la regolazione del sinistro;**

RULES IN CASE OF DAMAGE

In case of loss and/or damage the insured, or any one in his behalf, to call the Average Agent indicated in the Policy or Insurance Certificate immediately upon discharge of the goods (or at least within three days) and to keep the insurers informed as to the developments and details of such loss and/or damage.

Any loss and/or damage to the insured goods during their transport to be ascertained by the Consignee, who will accordingly sign a written reserve together with the Carrier and/or the stevedores or landing authority at delivery of goods should the should the average be apparent, or within three days should there be a not apparent loss and/or damage.

In case no written reserve be available, the goods to be considered delivered by the Carrier in the same conditions as indicated in the relative Bill of Lading or other document.

If such loss and/or damage involves the liability of the Carrier, the Insured, the Consignee, or others on their behalf, to consider liable the Carrier's Representatives by registered letter after having called them to agree upon such loss and/or damage.

Rights arising from the Contract of Carriage of the goods governed by Italian law became time barred after six months from delivery and, in case of total loss, from the date in which the goods should have reached their destination. Transports commenced and/or terminated in extra-European or extra-Mediterranean territories are subject to prescription on the expiry of one year.

The Insured, the Consignee or other on their behalf, are always bound to protect the recovery action of the Insurers in respect of those who are responsible of the loss and/or damage and to interrupt the period of prescription according to the terms of Law

Claims file to be completed with the following documents:

1. **survey report.**
2. **Insurance Policy or Insurance Certificate (duly endorsed).**
3. **Original Bill of Lading or signed copy.**
4. **Invoice of goods.**
5. **List of weights.**
6. **Packing note.**
7. **Copy of the claim letter to the Carrier's Agent.**
8. **Original of reply.**
9. **Carrier's statement declaring that no guarantee letter has been given him at loading of the goods to obtain a clean Bill of Lading or, if this letter exists, copy of the same to be added.**
10. **Carrier's short delivery certificate or letter.**
11. **Any other document in respect of the loss and/or damage which may facilitate the adjustment of the claim.**

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7. . If the Customer/Principal is not the Consignee of the goods, the Customer/Principal undertakes immediately to inform the Consignee of the procedure to be followed for reporting a claim as set out below.
8. The Customer/Principal further declares that it has read and understood the operating procedures set out below for the proper handling of any claims.

PROCEDURE TO BE FOLLOWED IN THE EVENT OF A CLAIM FOR ALL GOODS COVERED BY THE ABOVE INSURANCE:

9. Before accepting redelivery from any carrier (air, sea or land), verify that:

a) the condition of the external packaging corresponds to what was declared by the shipper and/or carrier;
b) the weight of each individual package corresponds to what was declared by the shipper and/or carrier;
c) the number of packages corresponds to what was declared by the shipper and/or carrier;
d) the packaging and any security seals correspond to what was declared by the shipper and/or carrier;
e) if the goods show signs of damage and/or tampering and/or if the weight does not correspond to that declared by the shipper on the packages compared with the transport document and/or invoice and/or Packing List, the consignee (or person acting on its behalf) taking the goods from the last carrier shall draw up a specific damage report accurately identifying the type of damage and/or discrepancies found at the time of delivery. Under penalty of invalidity, such report must be drawn up at the same time as receipt of the shipment. Furthermore, within and no later than 3 (three) days, the consignee or person acting on its behalf shall send the last carrier a registered letter with acknowledgement of receipt or an express-courier letter identifying any damage found and giving an estimated amount, copying or forwarding the communication to PEC address ormesani@pec.it and e-mail address backoffice@ormesani.it.

10. The consignee undertakes to do everything possible to minimise and not aggravate the damage and to make the goods available for any surveys.
11. If the estimated damage exceeds EUR 250.00, the consignee must, without exception and under penalty of denial of indemnity, place the goods in a secure location without reselling, reshipping or using them and at the same time contact the insurance surveyor appointed by the insurance company.
12. The following documentation is essential for notifying the claim to the insurance company and obtaining any insurance indemnity and shall be sent to PEC address ormesani@pec.it or e-mail address backoffice@ormesani.it :

a) detailed description of the damage and of the measures adopted to contain it, in accordance with this Article;
b) detailed estimate and quantification of the damage; name of the person informed of the facts and place where the damaged goods are stored;
c) copy of the invitation to joint survey/assessment sent to the carrier and the Average Agent (whose name may be found in the insurance certificate or, if no insurance certificate is available, by contacting SIAT Assicurazioni e Riassicurazioni S.p.A. - Genoa - sinistri.merci@siatass.com);
d) party-appointed survey report prepared by the surveyor designated by the insurance company (where the damage exceeds EUR 1,000.00);
e) reservation letter sent to the actual carrier responsible for the damage and/or average and any replies;
f) original insurance certificate (if available);
g) invoice and packing list relating to the shipped goods;
h) original contract of carriage (AWB and/or B/L and/or CMR and/or other) (if available);
i) assignment of insurance rights issued by the consignee in favour of the shipper (if available);
j) letter to be sent by registered mail with acknowledgement of receipt to the insurance company interrupting the insurance limitation period.

13. The Customer/Principal undertakes to enter reservations on transport documents clearly, in detail and specifically, precisely describing the damage found (for example: damaged packaging, crushed package, wet goods, etc.).
14. The Customer/Principal undertakes to draw up and/or complete the damage survey report with a description that is as detailed as possible. The document must be signed by all parties involved. If the space available on the transport document is insufficient, a separate report may be prepared and referred to in the transport document itself.

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15. The insurance company may deny indemnity, where so provided under the policy terms, if one or more of the above elements is missing.
16. Ormesani may under no circumstances be held liable if the Consignee, where different from the Customer/Principal, is unaware of this procedure or, in any event, fails properly to comply with the obligations required for a valid damage report as set out in the above summary.
17. If the costs of the above cover are not expressly stated in or included in the quotation for the services under the Insurance Mandate, they shall be calculated on the basis of Ormesani's price list, available at https://www.ormesani.com/it/trasparenza-sostenibilita (Fee Schedule); in that event, the applicable level of cover shall be identified and applied at Ormesani's discretion.
18. If the Customer/Principal grants a continuing mandate for conclusion of the insurance contract on behalf of the Customer/Principal, the Mandate shall also be deemed to include the engagement granted by the Customer/Principal to Ormesani to manage each claim file for the purpose of obtaining payment of the insurance indemnity until actual payment, the Customer/Principal hereby assigning to Ormesani all related receivables and undertaking without delay to execute any assignment and/or perform any formality requested by Ormesani for that purpose.
19. If the Customer/Principal does not engage Ormesani to arrange insurance, the Customer/Principal may insure the goods directly. In that event, the Customer/Principal shall take out a policy containing a waiver of recourse against Ormesani. However, the Parties expressly agree that, even if the policy taken out by the Customer/Principal contains a recourse clause, Ormesani's liability shall remain within the limits laid down in these GSC and the Customer/Principal accepts and declares that it shall bear, as against Ormesani, any damage exceeding those indemnity limits and/or not covered by insurance, releasing and indemnifying Ormesani from any liability in this respect.
20. If the Customer/Principal has taken out or takes out its own insurance policy covering the goods, any insurance cover procured by Ormesani shall be deemed to operate solely as excess/secondary insurance, limited to any portion of the damage not indemnified by the Customer/Principal's policy and in any event within the limits, terms and exclusions provided.
21. At its sole discretion, Ormesani reserves the right to accept an engagement relating to goods of particularly high value where it is not also entrusted with arranging insurance for such goods for whom it may concern, provided that the insurance taken out by the Customer/Principal contains a specific waiver of recourse against Ormesani.
22. Under no circumstances may Ormesani be regarded as insurer or co-insurer; in any event, Ormesani assumes no further or additional liability beyond that recognised by its insurance company under the cover provided.

Article 8 - Customs Operations

1. Performance of customs formalities connected with the Mandate is included in the engagement as an ancillary activity, even in the absence of a specific written request by the Customer/Principal, without prejudice in all cases to the Customer/Principal's right to express its intention not to grant the engagement, including customs representation, for an individual shipment. In such cases, the Mandate for Customs Representation with direct representation shall be deemed granted and formalised by entrusting the shipment to Ormesani and Ormesani's consequent acceptance thereof.
2. With reference to the preceding paragraph, the Customer/Principal confirms that it knows and fully accepts all conditions connected with performance of the customs formalities listed below:

a) the Customer/Principal grants Ormesani the broadest powers, including the power to represent it before customs, health, maritime and other authorities as may be necessary for performance of the Mandate; to authorise customs to use any credit accounts of the Customer/Principal; to fulfil customs and tax obligations connected with the operations carried out; to receive refunds; to issue receipts; and to sign declarations, documents and reports;

b) the Customer/Principal authorises Ormesani to produce a copy of the said Mandate (including correspondence exchanged) to authorities requesting it, also as evidence of declarations made to customs in the name and on behalf of the Customer/Principal.

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3. The services referred to in the preceding paragraph include all activities necessary and ancillary to performance of the customs representation Mandate, including by way of example and without limitation: filing applications in the name and on behalf of the Customer/Principal through the Trader Portal; completing, in the name and on behalf of the Customer/Principal, the VGM declaration as an authorised person (including through delegates and/or substitutes); drawing up declarations; signing documents and reports; completing the formalities necessary for placing goods in a VAT warehouse where required; and carrying out any corrections, such as amendments and/or requests for reimbursement/relief and/or reviews of assessments at the request of a party, which Ormesani reserves the right to perform after informing the Customer/Principal, the Customer/Principal granting for this purpose all powers necessary to carry out the above operations.
4. In order to enable Ormesani to perform customs formalities, the Customer/Principal warrants and confirms:

a) the accuracy and completeness of the information contained in declarations, notifications or applications;
b) the authenticity, truthfulness, accuracy and validity of documents supporting declarations, notifications or applications;
c) where applicable, compliance with all obligations relating to placing the goods concerned under the relevant customs procedure or carrying out the authorised operations;
d) that all documentation made available to Ormesani is genuine, authentic and free from defects and/or errors;
e) that invoices, valued lists or equivalent documents issued/received by the Customer/Principal and/or the Consignee of the goods forming the subject of shipments have been correctly completed in all respects and that the amount stated therein is true and real and corresponds to the price actually paid/received or payable/receivable for such goods or, alternatively, is a price determined by one of the secondary customs valuation methods provided by Articles 74 and 76 of the UCC;
f) that it is fully willing to provide, upon request, any documentation capable of demonstrating the correctness of the valuation method adopted;
g) that the sale or price is not subject to conditions or considerations whose value cannot be determined in relation to the goods being valued;
h) that the buyer and seller are not related within the meaning of Article 127 of Commission Implementing Regulation (EU) 2015/2447 of 24 November 2015;
i) that none of the elements referred to in Article 71 of Regulation (EU) 952/2013 of 9 October 2013, among those to be added to the customs value, must be included in the value to be declared, unless the values to be added are expressly indicated;
j) that none of the elements referred to in Article 72 of Regulation (EU) 952/2013 of 9 October 2013, among those to be deducted from the customs value, must be deducted from the value to be declared, unless the values to be deducted are expressly indicated;
k) that there are no royalties or licence fees relating to the imported goods which the buyer is required to pay, either directly to the seller or indirectly to third parties exercising formal or de facto control over the seller, as a condition of sale; in this regard, the Customer/Principal confirms that it knows and understands the contents of Circular 21/D of 30/11/2012 issued by the Italian Customs and Monopolies Agency;
l) that it will disclose the existence of any royalties or licence rights (as well as the conditions for their exercise and application) relating to the goods forming the subject of the customs declaration, since they may form an integral part of the value of the goods at the time of presentation to customs;
m) that the sale is not subject to an agreement between the parties under which part of the proceeds of any resale, disposal or subsequent use of the imported goods accrues directly or indirectly to the seller;
n) that the goods correspond to the type described in the commercial documentation and comply with EU consumer-protection legislation, with particular reference to false or misleading indications of origin;
o) that the goods comply with any applicable European directives concerning the environment, health and safety;
p) that the goods do not contain elements requiring authorisations and/or import clearances;
q) that the Customer/Principal holds the necessary authorisations from the owners of any trademarks and/or patents;
r) that the goods do not contain oils/alcohol/tobacco subject to excise duty, taxes or other contributions;

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s) that the goods are not covered by decisions relating to binding information under Article 33 et seq. of Regulation (EU) 952/2013 of 9 October 2013;

t) that the goods fall outside the scope of special and/or specific EU and/or national measures as detailed on the Italian Customs and Monopolies Agency portal on the page dedicated to the Integrated Customs Tariff, under the menu item "Certificates", sub-items "Community" / "National";

u) that the goods forming the subject of the Mandate do not fall within the scope of national and/or EU rules governing the movement of:

v) waste or similar materials;

w) products, other than waste, containing substances that deplete the ozone layer;

x) armaments (Law No. 185/1990, as amended);

y) narcotic or psychotropic substances;

z) goods subject to restrictive measures against Iran under Council Regulation (EU) No. 267/2012 of 23 March 2012;

aa) radioactive material;

bb) goods falling within the scope of legislation published and listed on the website of the Ministry of Economic Development under the section "Restrictive measures and sanctions - Embargoes": https://www.sanctionsmap.eu/.

5. If the goods forming the subject of a customs declaration fall within one or more of the specific rules referred to above, the Customer/Principal undertakes to inform Ormesani and, where required, to provide promptly and in any event before performance of the customs formalities the prescribed supplementary declarations and/or any export/import licences or anything else specifically required.
6. The Customer/Principal shall provide the supplementary information and additional documentation that the Tax Administration or any other authority may request from and/or through the Agent.
7. At the Customer/Principal's express request, the Customer/Principal authorises Ormesani to apply for issuance of EUR 1, EUR MED or A.TR certificates in the name and on behalf of the Customer/Principal or its delegates and to sign them in the name and on behalf of the Customer/Principal. In this regard, the Customer/Principal declares that it is fully aware of the meaning of "preferential origin" and "non-preferential origin" of the Goods and indemnifies Ormesani against any incorrect information which, if stated on invoices, could lead to irregular issuance of the above certificates. Upon simple request, the Customer/Principal undertakes to provide Ormesani with any information or document necessary to prove the actual "preferential origin" and/or "non-preferential origin" of the Goods.
8. The Customer/Principal shall provide Ormesani with all necessary information and instructions concerning the tariff heading and/or customs classification of the goods. If such information is not provided promptly or is incomplete, Ormesani is hereby authorised to indicate the customs classification of the goods in accordance with applicable law, disclaiming any liability for possible inaccuracies and/or differing opinions expressed by other parties.
9. By entrusting goods to Ormesani, which holds AEO Certificate No. IT AEOF 13 0842 and is therefore required to satisfy supply-chain requirements and the other requirements laid down in Article 39 of Regulation (EU) 952/2013 of 9 October 2013 (establishing the Union Customs Code, or "UCC") and subsequent provisions, the Customer/Principal further confirms that:

a) goods produced, stored, shipped or transported on the instructions of Authorised Economic Operators (AEO), delivered to AEOs or taken over by AEOs are produced, stored, prepared and loaded in secure business premises and secure shipment loading areas; they are protected against unauthorised interference during production, storage, preparation, loading and transport by trusted personnel;

b) commercial partners acting in the name of the Customer/Principal are aware that they too must ensure security of the commercial supply chain.

10. If the Customer/Principal does not intend to act as Customs Declarant, the Customer/Principal undertakes to have a separate Mandate with Representation signed by another party established in the European Union containing the same conditions set out in these GSC.
11. Ormesani may under no circumstances be held liable if the Customs Declarant, where different from the Customer/Principal, does not agree to sign a separate Mandate for Customs Representation with representation

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(Direct Representation), limited to customs formalities, and for that reason fails properly to fulfil the obligations under the Mandate.

12. In the exercise of customs representation in the name and on behalf of the Customer/Principal, representation in services ancillary to customs inspections is included, limited to the oral adversarial phase with the Customs Authority itself. Expressly excluded from the Mandate granted are powers of defence for challenging:

a) amendments to “in-line” declarations;

b) challenges to “analysis results” carried out on samples of goods taken by customs pursuant to Article 34 of Legislative Decree No. 141 of 26/09/2024 and Article 46 of Regulation (EU) 952/2013 of 9 October 2013 (“UCC”);

c) assessment notices or penalty-imposition measures issued against the Customer/Principal and/or persons represented by it.

13. For the better and proper performance of engagements entrusted to Ormesani, the Customer/Principal authorises Ormesani to use its own substitutes or delegates selected at its sole discretion. Such substitutes shall act in the manner Ormesani considers most appropriate and in accordance with the instructions given to them by Ormesani, in compliance with these GSC and for the best performance of the engagement received.
14. Ormesani shall identify and regulate the specific powers which, for the best performance of the engagement received from the Customer/Principal, it may delegate to its substitutes by written instrument, which shall be provided to the Customer/Principal upon request. Ormesani shall issue the appointee with a specific delegation indicating the powers granted, to be shown to Customs Authorities and/or any other competent authority.
15. In all cases, the Customer/Principal shall provide in due time all information, data, customs codes, tariff heading and customs classification of the goods, and all documents necessary to carry out customs operations. In the event of irregularity or incompleteness of the above documentation, information, data, etc., the Customer/Principal undertakes to indemnify and fully hold Ormesani harmless from any prejudice, charge, damage or expense suffered on any basis and from costs incurred for payment of any amounts by way of penalties, fines and/or sanctions imposed by the competent authorities and in civil proceedings/criminal proceedings.
16. Any customs duty, levy, tax, penalty, storage amount or other expense incurred by Ormesani as a result of action by customs or other governmental authorities or as a result of failure or delay by the Customer/Principal and/or Consignee to provide appropriate instructions and documentation and/or obtain the required licence or permit shall be charged to the Customer/Principal and/or Consignee of the shipment. If Ormesani decides to charge such amount to the Consignee and the latter refuses payment, the Customer/Principal agrees to pay that amount together with all amounts due to Ormesani for the activity performed and any additional costs. At Ormesani's request, the Customer/Principal undertakes to provide appropriate security for each duty, levy, penalty, storage amount or other anticipated expense as well as foreseeable and unforeseeable expenses.

Article 9 - Technical Stop, Storage

1. In the event of a Technical Stop, storage of the goods shall take place at the choice of Ormesani or the carrier appointed for transport and may occur at Ormesani's premises or at premises of third parties (private or public).
2. If the place of Technical Stop is selected by a carrier and not by Ormesani, Ormesani assumes no liability for custody of the goods.
3. If the place of Technical Stop is selected by Ormesani, its liability shall in any event remain governed and limited exclusively by these GSC.
4. If the storage service qualifies as an independent service and not as a Technical Stop, the rules governing the storage contract under the Italian Civil Code shall apply, subject to the following clarifications:

a) Ormesani shall be liable for loss of or damage to the goods only in cases of wilful misconduct or gross negligence, with liability for ordinary negligence excluded. In cases of ordinary negligence, compensation shall never exceed the value of the goods.

b) The Customer/Principal acknowledges that, if it wishes to obtain cover also for risks other than wilful misconduct or gross negligence (including ordinary negligence and, if requested, “all risks” cover), it must expressly request Ormesani to activate a specific insurance policy covering the storage.

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5. If the Customer/Principal has its own insurance policy covering the Technical Stop and/or storage, it warrants that such policy:

a) expressly includes cover for risks arising also from wilful misconduct and gross negligence of Ormesani;

b) contains a specific waiver-of-recourse clause in favour of Ormesani, valid also in the event of wilful misconduct or gross negligence.

6. In any event, Ormesani may never be held liable for any type of indirect damage, including by way of example and without limitation loss of profit, loss of market or loss of earnings.
7. The fee for the Technical Stop and/or storage shall be agreed from time to time or, if not agreed, shall be determined by reference to Ormesani's price list available at note compensi REV 102025.pdf (Fee Schedule).
8. If Ormesani stores the goods in a third-party warehouse, the terms applied by the third-party warehouse keeper shall apply to the Customer/Principal.
9. Ormesani may withdraw from the storage contract upon 15 (fifteen) days' notice in accordance with these GSC. If the stored goods may cause harm to other goods, persons or property, withdrawal may take place without notice.
10. Any inspection or handling of goods during a Technical Stop and/or storage shall take place exclusively with the paid assistance of Ormesani.
11. If Ormesani has reason to believe that its receivables are not adequately covered by the value of the goods, without prejudice to Article 2761 of the Italian Civil Code, it is authorised to set the Customer/Principal a deadline by which payment of the amount due must be made. If the Customer/Principal fails to pay by that deadline, Ormesani shall have the right to sell the goods and satisfy its receivables from the proceeds or to destroy the goods at the Customer/Principal's expense, without the need to apply to the Judicial Authority. The goods may be sold even if protected by copyright and/or registered trademarks, with the related royalties implicitly included in the sale price and deemed hereby granted free of charge by the Customer/Principal. In any event, Ormesani may not be held liable for any disputes, claims or demands made by third parties and/or holders of intellectual or industrial property rights in the goods, the Customer/Principal remaining solely responsible and obliged to indemnify and hold Ormesani harmless from any prejudicial consequence.

Article 10 - Delivery Times

1. The Customer/Principal expressly acknowledges and accepts that Ormesani gives no warranty whatsoever regarding compliance with mandatory delivery-time indications, even if expressly communicated by the Customer/Principal, and therefore may under no circumstances be held liable for delays in collection and/or transport and/or delivery of the goods, irrespective of the cause of such delays and/or requests by the Customer/Principal for particular delivery terms or indications of mandatory delivery deadlines, even where appearing in Shipment or transport documents.
2. Any indications concerning booking deadlines and/or delivery times shall therefore be regarded as purely indicative.
3. Ormesani does not warrant the accuracy of, or in any event compliance with, indications received from carriers concerning dates for loading, unloading and delivery of goods, or indications concerning arrival at destination of the means of transport used.
4. If the Parties have expressly agreed mandatory deadlines for redelivery of the goods, such agreement must be formalised in writing and shall be effective only if, at the Customer/Principal's request, Ormesani confirms the agreed redelivery deadlines in writing and expressly states them in its confirmation. In such cases, compensation for delayed redelivery may be determined in accordance with applicable laws and international conventions, or as otherwise agreed in writing between the Parties.

Article 11 - Fees, Advances, Right of Retention

1. The Customer/Principal undertakes to pay Ormesani the fees agreed for performance of the service at the same time as grant of the Shipping Mandate.
2. Ormesani's invoices for fees shall be issued - in accordance with the debtor's instructions - when the contract of carriage is entered into, irrespective of the outcome of the transport itself.

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3. Ormesani's quotations and agreements concerning prices and conditions refer always and only to the services specified in the quotation and/or price list and/or Fee Schedule and, unless otherwise agreed in writing, do not include additional costs, whether foreseeable or unforeseeable, resulting from operations carried out outside normal working hours. Unless otherwise agreed, prices and conditions shall be binding only for goods having the volume, dimensions, weight, quality and characteristics indicated by the Customer/Principal and stated in Ormesani's quotation in relation to the contemplated mode of transport.
4. Ormesani's quotations and agreements concerning prices and conditions refer in any event exclusively to the services specified therein and are agreed net of advances, expenses and VAT where due. Activities not quoted in Ormesani's offer and/or activities not forming part of the Customer/Principal's initial request shall be charged on the basis of Ormesani's price list, available at https://www.ormesani.com/it/trasparenza-sostenibilita (Fees and Charges).
5. Unless otherwise agreed, Ormesani's quotations shall be binding only for goods of normal volume, dimensions, weight and quality in relation to the mode of transport contemplated by the Customer/Principal and, unless otherwise expressly agreed, shall not include automatic adjustments applied by road hauliers to transport charges on the basis of changes in the price of automotive diesel as recorded monthly by the competent Ministry pursuant to Article 6(d) of Legislative Decree No. 286 of 21 November 2005 and paragraphs 4 and 10 of Article 83-bis of Law No. 133 of 6 August 2008.
6. If, under existing agreements, Ormesani advances freight, transport charges, container rental, duties, charges, expenses and other extra costs on any basis, the Customer/Principal shall fully reimburse all sums due in respect of such advances. In all cases, the Customer/Principal shall fully indemnify and hold Ormesani harmless from third-party requests for payment of freight, duties, taxes, fines and penalties, general-average contributions, the above charges and surcharges, or any other sums claimed from Ormesani on any basis.
7. Ormesani shall in no event be liable for failure to advance freight and other expenses on behalf of the Customer/Principal.
8. Prices, rates and fees communicated by Ormesani shall be deemed accepted if the Customer/Principal confirms performance of the shipment, including tacitly and/or by conclusive conduct.
9. If the Parties have agreed fixed rates for a predetermined period, Ormesani may make such changes to the rates as are necessary due to increases in the costs of performing the services. Changes in fees shall be communicated to the Customer/Principal and shall apply from the date on which the relevant communication is received or from the different date stated therein. In the event of a change in fees pursuant to this paragraph, the Customer/Principal may withdraw from the contract upon 3 (three) months' notice to be given to Ormesani under the conditions laid down in these GSC.
10. Surcharges may be applied to the rates including, by way of example and without limitation: Congestion Surcharge (C.S.), War Risk Surcharge (W.R.S.), Peak Season Surcharge (P.S.S.), General Rate Increase (G.R.I.) and Overweight Surcharge (OWS). Additional surcharges and charges may also be applied due to force majeure events or fortuitous events where necessary for proper performance of the contract of carriage. Where possible, Ormesani shall inform the Customer/Principal in advance of application of such surcharges.
11. Unless otherwise agreed in writing between the Parties, all fees and sums invoiced in a currency other than euro shall be converted into euro at the commercial exchange rate published on the official Bank of Italy portal, hereinafter “ROE” (Rate of Exchange), on the date the Mandate is granted or, at the latest, on the date the Service is invoiced.
12. The euro equivalent resulting from application of the above ROE may be increased by the carrier and/or Ormesani by up to a maximum of 10% in order to recover possible expenses and charges for management of exchange-rate risk and/or costs connected with handling foreign currency.
13. The Customer/Principal may avoid the surcharge referred to in the preceding paragraph only by requesting that sums due to Ormesani be paid in the original currency in which the transport service was purchased, unless otherwise established.
14. Activities performed but not quoted in Ormesani's offer and/or activities performed but not forming part of the Customer/Principal's initial request shall be charged on the basis of Ormesani's price list available at https://www.ormesani.com/it/trasparenza-sostenibilita (Fee Schedule).

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15. Any discrepancies between the information supplied by the Customer/Principal to Ormesani when requesting a quotation and the actual characteristics of the Shipment and/or Ancillary Services to be performed (including, by way of example and without limitation: collection point, delivery point, means of transport, itinerary, dimensions, weights, type and nature of goods, value of goods, type of customs operation, etc.) may result in a rate adjustment, even in an amount not proportionate to the discrepancy found. The Customer/Principal further confirms that it is aware that the cost of the Shipment may vary even after Ormesani's initial quotation as a result of findings concerning quantities, dimensions, weights, type and nature of the goods (including findings resulting from Ormesani's good-faith error), changes in the terms and rates of parties engaged by Ormesani to perform the Shipping Mandate, changes in labour costs or exchange rates. To the extent possible, Ormesani shall inform the Customer/Principal of changes occurring during the Shipment. In such cases, the quotation shall remain valid and effective from the moment of acceptance by the Customer/Principal even in the presence of the discrepancies and rate changes indicated above. If, however, such discrepancies or changes make it impossible to perform the service under the original conditions or require different modes of transport and/or taking-over arrangements and/or destinations, Ormesani may, at its sole discretion, adjust the economic and operational conditions or decline to perform the Mandate, without prejudice in any event to its right to obtain reimbursement from the Customer/Principal of expenses incurred and payment of the fee for work performed up to that time. It is understood that, if the Customer/Principal decides not to proceed with the Shipment following changes in cost or conditions, it shall indemnify Ormesani against any expense, cost and charge already incurred or to be incurred in performance of the Mandate and shall pay Ormesani compensation equal to the lost profit. In such cases Ormesani may in no way be regarded as liable, and the Customer/Principal hereby waives any claim for damages against it. The Customer/Principal acknowledges and accepts that any higher costs arising from terms applied by carriers and/or availability of space/equipment and/or different rates applicable when the quotation is accepted and/or any changes in route or means of transport unilaterally imposed by the Carrier for logistical requirements arising after the transport has been entrusted shall be entirely borne by the Customer/Principal, which undertakes to reimburse Ormesani, without reservation, for any amount advanced by Ormesani in the Customer/Principal's interest in performance of the Mandate received.
16. The Customer/Principal shall also reimburse Ormesani for any additional expenses and costs accrued and accruing in relation to performance of the Mandate, such as, for example, costs for waiting time of road vehicles, including rental costs of containers, swap bodies and similar equipment, return of the goods to warehouse, storage and subsequent redelivery.
17. The Customer/Principal shall indemnify Ormesani against any claim made by any carrier in relation to exceeding statutory waiting-time limits for loading or unloading.
18. The Customer/Principal acknowledges and accepts that any higher costs arising from terms applied by carriers and/or availability of space/equipment and/or different rates applicable when the quotation is accepted and/or any changes in route or means of transport unilaterally imposed by the carrier for logistical requirements arising after the transport has been entrusted shall be entirely borne by the Customer/Principal, also in accordance with Article 19 below, and it undertakes to reimburse Ormesani, without reservation, for any amount advanced by Ormesani in the Customer/Principal's interest in performance of the Mandate received.
19. Unless otherwise agreed, where the wording “Sea/Air Freight” is used the rate shall be calculated per chargeable unit. Freight, rates, additional charges (CAF, BAF, FUEL and similar) and services indicated in the offer may, even without notice and with retroactive effect, be varied as a result of the international foreign-exchange market and/or the introduction of surcharges (including, by way of example, PSS, ADEN, BAF, BUC, CAF, fuel surcharge and similar) by carriers, or as a consequence of other factors beyond Ormesani's control. The Customer/Principal shall in all cases pay such amounts upon simple request by Ormesani. Performance of Shipments is subject to confirmation of availability by the Carriers. Expenses not foreseen and/or not foreseeable when the offer is formulated and/or not budgeted shall be charged at cost or quoted at the Customer/Principal's request in accordance with Ormesani's price list attached to the quotation and/or published on Ormesani's website https://www.ormesani.com/it/trasparenza-sostenibilita (Fee Schedule) and/or on the Carrier's website.
20. Premiums, rebates, brokerage, freight commissions and similar benefits obtained by Ormesani on carrier rates shall belong exclusively to Ormesani.

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21. If, under contracts entered into by the Customer/Principal, sums and fees due to Ormesani are to be borne by the Consignee or third parties, pursuant to and for the purposes of these GSC the Customer/Principal shall nevertheless remain jointly and severally liable with such persons towards Ormesani for immediate payment of such amounts and shall immediately pay them to Ormesani. If, for any reason or cause, Ormesani does not receive prompt and voluntary payment from such persons, no amount due to Ormesani may be set off against any other sums claimed on any basis by the Customer/Principal or against any receivables of the Customer/Principal against any responsible parties.
22. If the goods forming the subject of the Shipment are to be collected and/or delivered at places other than those communicated by the Customer/Principal when granting the Shipping Mandate, Ormesani cannot guarantee performance of the service in accordance with its offer due to the Customer/Principal's act, and the Customer/Principal shall pay Ormesani, upon simple request, any resulting additional charge and/or expense.
23. If the Shipment is not collected at destination within the time limits provided by the contract and, in any event, by the applicable national, European and international legislation, by the consignee and/or person entitled to the cargo, all charges and/or penalties accrued and/or accruing, including towards third parties and/or competent Authorities, shall be borne by the Customer/Principal, regardless of the INCOTERMS® rule used and/or any different agreements between the Consignee and/or Person Entitled to the Cargo and the Customer/Principal, which the Parties agree and acknowledge may under no circumstances be asserted against Ormesani. The Customer/Principal and/or Shipper consequently undertake to indemnify Ormesani in respect of any request made against it by any person on any basis in the event of failure to collect the goods at destination within the time limits provided by the contract and, in any event, by the applicable national, European and international legislation, and/or in the event of non-payment of charges borne by the Consignee and/or Person Entitled to the Cargo, including, by way of example and without limitation, port storage or demurrage charges.
24. If the contract of carriage entered into by Ormesani in performance of the Shipping Mandate and/or national and/or international laws provide for minimum fees applicable to performance of any service, by granting the Shipping Mandate to Ormesani the Customer/Principal accepts that any claims, including claims made subsequently by the persons materially performing the services, shall be borne exclusively by the Customer/Principal, which shall consequently indemnify Ormesani against any related charge and/or liability.
25. Invoices issued by Ormesani for advances and fees relating to the Shipment and/or transport and/or customs duties and/or container rental and/or duties and/or other sums, incurred or to be incurred on any basis in the name and on behalf of the Customer/Principal, shall be paid by the Customer/Principal upon presentation by Ormesani of the invoice and/or equivalent documentation, by the invoice due date or, failing such date, on demand. It is understood that Ormesani may request advance payment of any amount due to it.
26. The engagement to clear incoming goods authorises, but does not oblige, Ormesani to advance freight charges on the goods, recourse claims and drafts of the Customer/Principal, customs duties and other expenses, which shall be reimbursed by the Customer/Principal to Ormesani upon simple request by Ormesani.
27. Ormesani is not liable for expenses, charges and damage arising from failure to advance freight and other expenses.
28. Any dispute concerning Ormesani's invoices and/or payment requests shall be notified to Ormesani within 5 (five) days of the relevant communication; failing this, the invoice and/or payment request shall be deemed accepted.
29. In any event of delay by the Customer/Principal in payment, default interest under Legislative Decree 231/2002, as amended, shall apply; in the event of delay by the Customer/Principal in paying sums advanced by Ormesani, in addition to default interest under Legislative Decree 231/2002, as amended, an additional default rate of 5% shall apply, in all cases reduced where necessary to remain within the statutory usury threshold. The Customer/Principal shall also reimburse Ormesani for exchange losses resulting from the delay.
30. Given that the International Convention for the Safety of Life at Sea (SOLAS 74), as amended by IMO Resolution MSC 380 (94) of 21/11/2014 regarding acquisition before loading of the container's “verified gross mass” (VGM) (Rule VI/2 - Verified Gross Mass), requires the Shipper to weigh the container, the Customer/Principal shall communicate the VGM data to Ormesani no later than the deadlines communicated at the time of Booking Confirmation or at the latest 5 days before the scheduled loading. In the absence of such communication by the stated deadlines, the container may not be accepted by the Terminal or loaded on board, with resulting costs charged to the Customer/Principal. If the Customer/Principal wishes to grant Ormesani the further engagement of

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managing the weighing procedure and determination of the VGM, subject to grant of a specific Mandate, the relevant cost shall be quoted separately upon request.

31. In the event of refusal or inability to locate the Consignee, Ormesani, if promptly informed of the storage and authorised to intervene, may take the measures necessary or appropriate for custody and return of the goods, acting in the name and on behalf of the Customer/Principal, which shall bear all costs and expenses for detention / demurrage / port storage and storage, etc. of the goods and containers, and the risk of any loss, damage or theft.
32. During any storage caused by an impediment to redelivery, the goods shall remain stored at the Customer/Principal's risk without Ormesani being required to insure them. Ormesani also assumes no liability for shortages, damage, etc., or for any other event affecting the goods during storage.
33. Unless contrary written instructions are given, Ormesani may arrange for all goods refused by the Consignee or which, for any reason, cannot be delivered to it to be returned to the Customer/Principal at the Customer/Principal's risk and expense.
34. The Customer/Principal shall reimburse and hold Ormesani harmless in respect of any expense, cost or charge due, including those for waiting time of means of transport, including containers, swap bodies and similar equipment, return of goods to warehouse, storage and subsequent redelivery.
35. Ormesani may charge fees calculated on a lump-sum basis pursuant to Article 1740 of the Italian Civil Code without this implying, in any event, whether tacitly or implicitly, assumption of the obligation of carriage and/or the liabilities arising therefrom.
36. If payment of fees is made by banking transaction, it shall be arranged in accordance with EU rules on transparency and fairness.
37. Ormesani may terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code in the event of a delay of more than 10 (ten) days in payment of the sums due.
38. If Ormesani decides to return to the Shipper goods refused by the Consignee or which, for any reason, cannot be delivered to it, the related costs shall be borne by the Customer/Principal.
39. The Customer/Principal shall reimburse and hold Ormesani harmless in respect of any expense, cost or charge due, including those for waiting time of means of transport, including containers, swap bodies and similar equipment, return of goods to warehouse, storage and subsequent redelivery.
40. Ormesani may charge and invoice the Customer/Principal fees and expenses for services provided up to 24 (twenty-four) months after performance of the Mandate.
41. In the event of non-performance or delayed performance by the Customer/Principal, Ormesani shall have the right to interrupt performance of shipments subsequent to the one to which its unpaid receivables relate and, if a Shipment has already commenced, immediately to suspend its services. As against the Customer/Principal and any other party with whom it contracts, Ormesani shall have a lien and right of retention over goods and other assets in its possession in relation to receivables that are due or becoming due, and may assert that right also against the consignee and/or owner of the goods. In addition, Ormesani shall have the special lien and related right of retention pursuant to the combined provisions of Articles 2761 and 2756, paragraphs 2 and 3, of the Italian Civil Code over all goods and related transport documents of shipments subsequent to the one to which its unpaid receivables relate.
42. The lien rights referred to in the preceding paragraph may also be exercised over assets forming the subject of a shipment different from that in respect of which the receivable arose; accordingly, Ormesani shall lawfully exercise the right of retention over goods in its possession for performance of the Mandate and/or ancillary operations and/or goods in respect of which it has received a Mandate within a single Mandate as defined in these GSC.
43. If Ormesani has advanced customs duties on behalf of the Customer/Principal, its receivable shall be secured by the general preferential claim under Article 2752 of the Italian Civil Code over the Customer/Principal's assets.
44. Without prejudice to the special lien and related right of retention pursuant to the combined provisions of Articles 2761 and 2756, paragraphs 2 and 3, of the Italian Civil Code referred to in paragraphs 41, 42 and 43 above, if Ormesani has reason to believe that its receivables are not adequately covered by the value of the goods, it is authorised to set the Customer/Principal a deadline by which payment of the fee due must be made. If the Customer/Principal fails to pay within that deadline, Ormesani shall have the right to sell the goods entrusted to its custody by the Customer/Principal and satisfy its receivables from the proceeds, or to destroy the goods at the

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Customer/Principal's expense, without the need to apply to the Judicial Authority. The goods may be sold even if protected by copyright and/or registered trademarks, with the related royalties implicitly included in the sale price and deemed hereby granted free of charge by the Customer/Principal. In any event, Ormesani may not be held liable for any disputes, claims or demands made by third-party holders of intellectual or industrial property rights in the goods, the Customer/Principal remaining solely responsible and obliged to indemnify and hold Ormesani harmless from any prejudicial consequence.

45. Ormesani may, at its sole discretion, set a maximum credit limit for each individual Customer/Principal. If the credit limit assigned by Ormesani is exceeded, the Customer/Principal shall immediately restore its exposure within the credit limit, irrespective of any payment terms originally agreed, which shall consequently be deemed to have lapsed. Failure to restore the credit position shall be treated as non-payment and shall entitle Ormesani to suspend performance of its service and exercise the right of retention granted to it by Article 2761 of the Italian Civil Code.
46. In any event, Ormesani reserves the right to amend and/or revoke the amount of credit assigned to the Customer/Principal at any time and at its sole discretion. In that event, following communication sent by Ormesani to the Customer/Principal by certified e-mail (PEC) or courier, the Customer/Principal shall restore its exposure to any reduced credit limit within a maximum of 15 (fifteen) days, irrespective of any payment terms originally agreed, which shall consequently be deemed to have lapsed. In the event of a reduction in credit, all operations carried out subsequently shall be deemed subject to the new limit.
47. Failure by the Customer/Principal to comply with the obligation to restore its exposure within the credit limits by the deadlines referred to in paragraphs 45 and 46 above shall be regarded as a material breach attributable to the Customer/Principal and shall also be treated as a change in the Customer/Principal's financial circumstances which, pursuant to and for the purposes of Article 1461 of the Italian Civil Code, entitles Ormesani to suspend performance of its services.

Article 12 - Ormesani's Liability

1. Unless Ormesani has expressly agreed to assume a carrier obligation, the Customer/Principal expressly acknowledges and accepts that Ormesani is under no circumstances liable for performance of the transport, but solely for correct performance of the Shipping Mandate and any ancillary operations pursuant to Article 1737 of the Italian Civil Code. Ormesani is under no circumstances liable for the acts or omissions of carriers, warehouse keepers, packers, freight forwarders, insurers and/or credit institutions engaged by it in performance of the Shipping Mandate. Ormesani's liability shall always be limited to the fee received for the Shipment to which the damage relates, less expenses, freight and third-party fees; if Ormesani were liable in relation to custody of the goods, including while awaiting delivery to the Carrier or Consignee and/or during Technical Stops in a storage area, warehouse, terminal or other sheltered area in performance of the Shipping Mandate, such liability may not exceed the contractual limit of EUR 1/kg of goods lost or damaged for domestic transport or 8.33 Special Drawing Rights (SDR)/kg of goods lost or damaged for international transport, without prejudice to any more favourable rules specifically applicable under Italian law or applicable international legislation and, in all cases, may not exceed the compensation limit applicable to and enforceable by the Carrier that actually performed the transport or the value of the goods, if lower.
2. Without prejudice to the limits referred to in the preceding paragraph, in any event Ormesani's liability may not contractually exceed the following amounts:

a) EUR 750,000 for domestic land transport;
b) EUR 750,000 for domestic transport under the CMR regime;
c) EUR 1,000,000 in cases where the liability limit is disapplied due to wilful misconduct or gross negligence;
d) EUR 1,000,000 for sea and air transport;
e) EUR 1,000,000 for goods stored in the insured party's warehouses;
f) EUR 1,000,000 for storage in transit at warehouses/storage facilities owned by Ormesani or third parties, including ground storage in enclosed premises or fenced areas equipped with appropriate closure devices.

3. Without prejudice to paragraph 4.6 above, the Customer/Principal expressly acknowledges and accepts that Ormesani gives no warranty whatsoever regarding compliance with mandatory delivery deadlines, even if expressly

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communicated by the Customer/Principal; except in cases of wilful misconduct or gross negligence, Ormesani may under no circumstances be held liable for delays in collection and/or transport and/or delivery of the goods, irrespective of the cause of such delays and/or requests by the Customer/Principal for particular delivery terms or indications of mandatory delivery deadlines, even where appearing in shipping or transport documents. Any booking data/delivery times shall be regarded as purely indicative.

4. Ormesani does not warrant the accuracy of, or in any event compliance with, indications received from Carriers concerning dates for loading, unloading and delivery of goods, or indications concerning arrival at destination of the means of transport used.
5. Ormesani is not liable for sudden changes by Carriers and/or sub-carriers performing the transport to services, means of transport and/or routes, including, by way of example and without limitation, a change in type of aircraft, vessel, etc. and/or a change during the journey to the port of destination due to terminal congestion.
6. Ormesani is not liable if the Carrier and/or any sub-carriers become subject to bankruptcy and/or judicial liquidation and/or the opening of any other insolvency or liquidation procedure.
7. Ormesani assumes no liability for information concerning freight rates, duties, taxes, expenses, tariffs, etc.
8. Ormesani is not liable for incorrect application of freight rates and duties and is likewise not liable for the consequences of sudden increases in duties or other measures by the Authorities.
9. INCOTERMS® rules govern exclusively relations between the seller and buyer of the goods. Ormesani is and shall remain extraneous to any obligation governed by such rules. It is consequently understood that relations between the Customer/Principal and Ormesani are governed exclusively by these GSC and that any reference to delivery terms under INCOTERMS® rules does not concern the contractual relationship with Ormesani and is in any event not binding upon Ormesani.
10. Ormesani is not required to make a declaration of special interest in delivery pursuant to Article 26 of the CMR and/or Article 22 of the Warsaw Convention of 1929 and/or Article 35 of the COTIF-CIM Convention, nor to declare the value of the goods to the Carrier, unless expressly requested in writing by the Customer/Principal to Ormesani and the relevant surcharge has been paid by the Customer/Principal to Ormesani.
11. Ormesani is not required to verify whether carriers and/or other parties appointed to perform the Shipping Mandate have adequate insurance cover.
12. In accordance with Article 6 paragraph 4 above and without prejudice to Ormesani's liability solely for performance of the Shipping Mandate, Ormesani is not liable for damage caused to the goods and/or third parties by inadequate or insufficient packaging or inadequate preparation of the goods for transport; in this regard Ormesani is exempt from the duty to verify the suitability of the packaging and/or preparation of the goods for transport, the Customer/Principal's competence in that respect being presumed.
13. Ormesani may charge fees calculated on a lump-sum basis pursuant to Article 1740 of the Italian Civil Code without this implying, in any event, whether tacitly or implicitly, assumption of the obligation of carriage and/or the liabilities arising therefrom.
14. Any consolidation of the goods shall not imply assumption by Ormesani of any carrier obligation.
15. Ormesani is not obliged to check or draw the Customer/Principal's attention to the existence of legal or administrative impediments concerning the Shipment, including, by way of example, import, export or transit restrictions.
16. Without prejudice to the foregoing, any liability of Ormesani for indirect damage is in all cases excluded (including, by way of example and without limitation, loss of profit, loss of interest or damage arising from delays in performance of the transport).
17. Without prejudice to Article 12 paragraph 2 above, if Ormesani assumes carrier obligations, its liability may not exceed the compensation limits enforceable by the Carrier under the legislation applicable from time to time.
18. In the event of damage to goods for which Ormesani is held liable, the commercial value of the goods (even if lower than the declared value) at the place and time the Mandate was granted shall be taken into account in determining their value.
19. Entrusting dangerous, prohibited or restricted goods without prior agreement and without the necessary certifications shall cause the Customer/Principal to lose any right to compensation for damage and/or non-delivery.

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20. In any event, Ormesani's liability may not exceed that of its agents or foreign correspondents on whose behalf it performed the engagement under the Mandate.

Article 13 - Excluded Goods and Excluded Countries

1. The Customer/Principal expressly acknowledges that, at its sole discretion and unless otherwise expressly agreed in writing with the Customer/Principal, Ormesani shall not accept any engagement and shall not agree to perform any of the obligations provided by these GSC in relation to the following types of goods:

a) goods classified as hazardous or dangerous and/or whose transport has been prohibited and/or restricted by the competent bodies for the relevant mode of transport, or by any governmental authority or other organisation having authority to classify goods as stated above. By way of example and without limitation, dangerous goods include goods classified as dangerous by IATA, IMO or ICAO, or covered by ADR/RID rules;
b) goods not accompanied by declarations and/or certificates and/or documentation mandatory by law;
c) goods whose import into the country of destination is prohibited;
d) goods having a value exceeding the following amounts:
i. EUR 750,000 for domestic land transport;
ii. EUR 750,000 for domestic transport under the CMR regime;
iii. EUR 1,000,000 for sea and air transport;
iv. EUR 1,000,000 for anticipated storage in transit at warehouses/storage facilities owned by Ormesani or third parties, including ground storage in enclosed premises or fenced areas equipped with appropriate closure devices;
e) perishable goods and/or goods sensitive to particular temperature and humidity conditions, food and pharmaceutical products;
f) plants, live or dead animals;
g) animal species falling within the scope of the CITES Convention and related legislation;
h) currency, valuables, securities, coins, documents, stamps and valuable tangible items, precious metals and stones, originals of bills of lading or other negotiable instruments;
i) cultural property or, in any event, items of artistic, historical, archaeological, anthropological, bibliographic, documentary or archival interest or other items subject to specific protection under cultural-heritage legislation;
j) tobacco, alcoholic beverages, explosives, non-containerised cars/motor vehicles, furs, valuable carpets;
k) works of art, antiques and collectibles, sculptures and paintings;
l) goldsmith's goods and jewellery, watches, personal effects, household goods;
m) smartphones and tablets;
n) goods intended for fairs, exhibitions and events;
o) used personal effects and household goods;
p) goods without packaging or with insufficient/inadequate packaging and/or not adequately prepared for transport;
q) weapons and armaments;
r) waste;
s) goods which, in Ormesani's sole discretion, cannot be transported safely and/or compatibly with applicable legal provisions;
t) dual-use goods within the meaning of Regulation (EU) No. 821/2021.

2. If the goods referred to in the preceding paragraph are entrusted to Ormesani without prior written agreements or on the basis of incorrect, incomplete and/or untrue information, including information concerning the nature or value of the goods, Ormesani shall have the right to reject the goods (where “reject” includes, by way of example and without limitation, Ormesani's right to return the goods to the Customer/Principal, with any expense, risk and/or charge remaining borne by the Customer/Principal) or, where circumstances so require, to sell or destroy them, and the Customer/Principal shall be liable for all harmful consequences and shall bear all resulting expenses.
3. If the Customer/Principal has acted on behalf of other parties, the Customer/Principal shall nevertheless remain personally liable to Ormesani for any damage and costs and undertakes to hold Ormesani harmless also against third-party claims.

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4. The Customer/Principal expressly acknowledges that, at its sole discretion and unless otherwise expressly agreed in writing with the Customer/Principal, Ormesani shall not accept performance of any of the obligations provided by these GSC where the destination or origin, including any intermediate destination or origin, is in the following countries:

a) Afghanistan, North Korea, Cuba, Iran, Iraq, Myanmar, Syria, Sudan, CIS states east of the 42nd meridian, Liberia;

b) countries subject to Sanctions or Embargoes imposed by International Authorities (in particular the UN, EU and US), including in relation to Goods destined for companies, entities or persons having any connection (so-called "touchpoint") with such countries;

c) countries which, at the time of the request for service, Ormesani in its sole discretion does not consider safe in the Customer/Principal's interest, including, by way of example, countries presenting socio-political risk and/or in a state of war and/or countries for which the JCC Global Cargo Watch List gives a "severe risk" rating.

5. In any event, if Goods falling within the categories referred to above and/or having an origin and/or destination, including an intermediate origin or destination, in one of the countries referred to above are entrusted to Ormesani and Ormesani accepts the Mandate on the basis of information provided by the Customer/Principal and/or a person appointed by it which is incorrect, incomplete and/or untrue as regards the nature, condition or value of the goods and/or their destination and/or origin, including intermediate destinations/origins, Ormesani shall have the right to terminate the contract or refuse, store or, in case of danger, destroy the goods and/or take any necessary measure, and in such event the Customer/Principal shall be directly liable for the expenses and for any consequence and/or damage arising on any basis, holding Ormesani harmless also against third parties.
6. In all cases the Customer/Principal shall verify the existence of legal or other impediments concerning the Shipment, including by way of example and without limitation import, export or transit restrictions, also taking into account that the applicable legislation may differ according to the countries concerned by the shipment.

Article 14 - Contractual Forfeiture

1. Any disputes, requests, claims and/or demands which the Customer/Principal intends to raise against Ormesani concerning performance of the Shipping Mandate and any ancillary Mandates and/or their incorrect performance, including as regards loss, damage and/or delay, shall be brought to Ormesani's attention by registered letter with acknowledgement of receipt or by Express Courier as soon as the Customer/Principal becomes aware of the event and in any event no later than 2 (two) days after receipt of the goods at destination.
2. If the above period expires without the communication having been made in the manner specified above, the Customer/Principal shall forfeit any right to make a claim.
3. In any event, in the case of apparent loss and/or damage, the objection must be raised - under penalty of forfeiture - immediately upon receipt of the goods, with the Customer/Principal being obliged to enter a specific reservation on the transport document; in the event of non-delivery at destination, the period shall run from the day on which the goods should have been delivered.

Article 15 - Indemnities

1. The Customer/Principal shall indemnify Ormesani against any payment requested from Ormesani if the appointed Carriers or sub-carriers and/or third parties take action for payment of fees due for transport entrusted to them and/or for any other claim.
2. The Customer/Principal shall hold Ormesani harmless from requests for payment of freight, duties, taxes, general-average contributions, fines or other sums requested from Ormesani by third parties in its capacity as freight forwarder and/or instructing party or holder of goods on behalf of third parties.
3. The Customer/Principal shall hold Ormesani harmless from any payment arising from omission, inaccuracy or imprecision of Shipping instructions, as well as from lack, insufficiency or inadequacy of packaging or failure to indicate on packages the precautions necessary for handling and lifting.
4. As regards customs operations, the Customer/Principal shall hold Ormesani (as well as its appointees, substitutes and sub-agents) harmless from any liability or payment (including expenses, charges and costs, including legal expenses) generated by causes attributable to the Customer/Principal, by having supplied the Agent with

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incomplete or untrue data or documents, by having breached laws and regulations, by improper management of VAT accounting connected with the tax-warehouse procedure itself, and by any delay or impediment to release or re-credit of the guarantee provided to customs under the provisions of the Customs Agency.

5. The Customer/Principal acknowledges that Ormesani is not required to release goods subject to restrictions or liens on any basis without presentation of the required documents (such as, by way of example, originals of ocean bills of lading) or without removal of restrictions arising from banking relationships, the Shipper's right of stoppage/counter-order or other third-party rights. If the Customer/Principal asks Ormesani nevertheless to release the goods, the Customer/Principal shall indemnify and hold Ormesani harmless from any liability, claim, action or recourse that may be brought by third parties, including banks, shippers, carriers or persons entitled to the goods, and further undertakes fully to compensate Ormesani for any damage, cost, charge or expense (including legal expenses) incurred as a consequence of release carried out at the Customer/Principal's request.

Article 16 - Exclusion of Liability

1. Any observations, comments, suggestions or amendments transmitted by Ormesani, even where prepared and/or communicated by its Legal Department, are made exclusively in the context of cooperation between the Parties and on the basis of the documentation provided at the time of the relevant assessment.
2. Such observations, comments, suggestions or amendments do not constitute, and must not be interpreted as, legal advice, professional consultancy or certification as to the validity, effectiveness, completeness, suitability or compliance with applicable law of the documentation provided, nor do they entail assumption by Ormesani of any liability in relation to its contents or use.
3. Exclusive responsibility remains with the Party using the documents to verify their adequacy for its own requirements and applicable legislation. Before signing and/or using any document, Ormesani recommends obtaining advice from a qualified legal professional in the competent jurisdiction in order to verify its compliance, validity and suitability for the specific case.

Article 17 - Signing of Transport Documents

1. The Customer/Principal, as Shipper, grants Ormesani a Mandate with representation to complete and sign in the name and on behalf of the Customer/Principal the transport documents/contracts. Such documents/contracts may be drawn up, signed and transmitted also in electronic format in performance of the contracts and Shipping orders completed in compliance with the Convention and the protocols and/or regulations applicable thereto, including with reference to the “electronic CMR” (Additional Protocol to the CMR Convention of 20.2.2008) and other electronic transport documents.
2. Completion shall take place on the basis of instructions promptly given to Ormesani by the Customer/Principal, which shall bear all related liabilities and shall indemnify Ormesani against any consequence and/or related payment.

Article 18 - Revocation of and Withdrawal from the Mandate

1. By way of derogation from Article 1727 of the Italian Civil Code, Ormesani may withdraw from the Mandate granted to it at any time, even without just cause, without being required to pay any compensation to the Customer/Principal.
2. The Mandate may be revoked by the Customer/Principal only if Ormesani has not yet entered into any contract of carriage with Carriers.
3. In the event of revocation of or withdrawal from the Shipping Mandate, the Customer/Principal shall in any event pay Ormesani all fees accrued and accruing, expenses incurred, foreseeable and unforeseeable, and the equitable remuneration provided pursuant to Article 1738 of the Italian Civil Code for the activity performed.

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Article 19 - Claims

1. Any claim for loss, misdelivery, damage or injury shall be made in writing and sent to Ormesani by certified e-mail (PEC) or Express Courier strictly within the time limits provided by these GSC.
2. The Customer/Principal undertakes to pay in full and on time all amounts due to Ormesani, without being entitled to suspend, delay or reduce payment due to disputes, objections or counterclaims of any kind. Any claims or demands of the Customer/Principal (including those relating to defects, delays, non-performance or differences in consideration) may be asserted only after full payment and by separate action.
3. In all cases, this shall be without prejudice to the right to raise objections of nullity, voidability, rescission, termination for breach, mandatory statutory rights, claims based on wilful misconduct or gross negligence of Ormesani, or claims for undue payment.
4. The Customer/Principal expressly and in advance waives the right to rely on any form of set-off (legal, judicial or voluntary) between any receivables it may have against Ormesani and debts due to Ormesani.
5. Any receivable of the Customer/Principal against Ormesani shall be asserted by separate request or action and may in no way extinguish or reduce amounts due by way of fees, expenses, advances or other charges, unless Ormesani expressly agrees in writing to permit set-off against receivables that are certain, liquid and due.

Article 20 - Confidentiality of Data

1. The Customer/Principal shall keep confidential every offer and quotation received from Ormesani and may not disclose the tariff conditions reserved for it and shall be liable for damage suffered by Ormesani as a result of breach of this obligation. Each quotation issued by Ormesani shall be valid exclusively as against the recipient of that quotation, solely for the commodity category indicated during negotiations, and solely at the time of that quotation.
2. The Parties undertake to keep strictly confidential any Confidential Information of which they become aware during performance of the Shipping Mandate and any ancillary Mandates or by reason thereof, including applied rates. In particular, all information acquired by the Parties in connection with the relationship arising from the Mandate shall be deemed Confidential Information; by way of example and without limitation, information concerning the goods forming the subject of the shipment and their prices, personal, corporate and commercial, accounting, technical and administrative data of the Parties, suppliers, employees and professionals connected in any way with the Parties, contracts, projects, technical drawings, works, financial and commercial data, regardless of whether such information is classified as confidential at the time of disclosure and regardless of the manner in which it is disclosed. Information in the public domain or which becomes public through an act or conduct not prohibited by the other party, information already known to the other party and/or information expressly classified as non-confidential shall not be deemed confidential.
3. Confidential Information communicated by subsidiaries, consultants, collaborators, agents, employees or representatives of the Parties shall likewise be subject to this provision.
4. The Parties may use Confidential Information only for the agreed purposes and in order to perform the contract governed by these GSC; outside that scope, the Parties undertake to (i) refrain from disclosing and/or otherwise making Confidential Information known to third parties; (ii) adopt all precautions and security measures necessary, in accordance with best standards, to keep the information confidential and to prevent its theft and manipulation; and (iii) strictly comply with applicable privacy and personal-data-protection legislation.
5. The Parties may not use, transfer, reproduce or copy Confidential Information.
6. Under no circumstances shall the contract governed by these GSC confer any right in patents, copyright or other intellectual or industrial property rights, nor shall it confer any right in Confidential Information other than the limited right to use such information for the purpose of performing the contract.
7. Upon expiry of the contract and/or its termination for any reason, the Parties undertake reciprocally to return the originals and all copies of documents, on any medium, containing or referring to Confidential Information. At the same time, the Parties also undertake to delete or destroy any transcription and/or recording made (on any medium) of Confidential Information.
8. The obligations arising from this Article of the GSC shall be effective from the date of signing the contract and/or grant of the Mandate and for a further 3 (three) years from expiry of the contract and/or its termination for any reason.

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The obligations shall apply indefinitely with reference to information concerning intellectual and industrial property rights.

9. If the Customer/Principal is given access to Ormesani's corporate IT systems (meaning the set of technological infrastructures, applications, software platforms, databases, networks, hardware devices, electronic communication systems and IT tools, as well as the related data, configurations and documentation, used by Ormesani to manage, process, transmit and store information, regardless of their physical location on premises, in hosting or in the cloud), the Customer/Principal undertakes:
10. to adopt conduct aimed at protecting Ormesani's corporate assets from abuse, improper and unauthorised use and negligent or imprudent conduct, including by persons attributable to the Customer/Principal or by third parties;
11. to treat as Confidential Information the data of which it becomes aware while using the IT systems;
12. to use the systems solely for performance of the contract, refraining from any other use and, in particular, undertaking to refrain from fraudulent conduct and/or pursuit of interests other than those for which the contract was entered into;
13. to comply with personal-data-protection legislation;
14. to allow Ormesani, including through third parties, to verify compliance with these provisions (so-called audit right).
15. Without prejudice to the preceding paragraphs, the Customer/Principal acknowledges and accepts that Ormesani, within the scope of its institutional, commercial and communication activities, including press interviews, publications in media, websites and digital channels, may disclose informational content relating to its activities, including through images, photographs or video footage of the goods forming the subject of shipments.
16. Such use shall in all cases comply with the principles of fairness, relevance and data minimisation and shall not involve disclosure of personal data, sensitive information or elements capable of directly identifying the Customer/Principal, the consignees of the goods or other persons involved in the shipment, unless the data subjects have expressly consented.
17. The Parties agree that such activities, if carried out in compliance with these conditions, do not constitute breach of the confidentiality obligations under this Article or of personal-data-protection legislation.

Article 21 - Organisation and Management Model pursuant to Legislative Decree 231/2001 and Code of Ethics

1. The Customer/Principal declares that it is aware that Ormesani has adopted an Organisation and Management Model pursuant to Legislative Decree No. 231 of 8 June 2001 and a code of ethics (hereinafter the “Code of Ethics”), the latter also available at Ormesani's offices and online at the following link: 05_ORMESANI_Codice Etico.pdf.
2. The Customer/Principal in all cases confirms that it is familiar with the provisions of Legislative Decree 231/2001 and the contents of the Code of Ethics adopted by Ormesani.
3. In performing all services under the contract governed by the GSC, and generally in all dealings with Ormesani, the Customer/Principal undertakes to observe and apply, and to ensure that its employees and collaborators observe and comply with, the requirements of Legislative Decree 231/2001 and the principles of the Code of Ethics, and not to engage in any act or omission capable of constituting unlawful conduct, and in particular the offences referred to in Legislative Decree 231/2001 - regardless of actual commission of the offence or whether it is punishable - and to operate in compliance with the rules and principles of Legislative Decree 231/2001 itself and the Code of Ethics.
4. The Customer/Principal undertakes, on its own behalf and on behalf of its employees and collaborators, to cooperate at all times with Ormesani and with the serving members of its Supervisory Body, whether acting individually or collectively, responding to requests received from them aimed at preventing commission of the offences referred to in Legislative Decree 231/2001 or breaches of the Organisation and Management Model and/or Code of Ethics.
5. Breach of even one provision of this Article shall constitute a material breach by the Customer/Principal of the obligations governing the relationship and shall entitle Ormesani to terminate with immediate effect any contractual relationship in force with the Customer/Principal pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to damages. The Customer/Principal declares that it shall indemnify and hold Ormesani harmless from any charges, expenses, costs, penalties or prejudice that may arise for Ormesani as a consequence of breaches committed by the Customer/Principal.

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Article 22 - Use of the Customer/Principal's Trademark (licence for “Who Has Chosen Us” purposes)

1. The Customer/Principal grants Ormesani a non-exclusive, royalty-free, revocable at any time, non-transferable licence without right to sublicense to use the Customer/Principal's trademark(s), name(s), logo(s) and distinctive signs (hereinafter the “Trademark”) solely for the purpose of identifying the Customer/Principal among Ormesani's clients in the “Who Has Chosen Us” section or equivalent section of Ormesani's website, including together with trademarks of other Customers/Principals and/or Shippers and/or Clients.
2. Use shall be limited to static or dynamic display of the Trademark as a commercial reference, without attributing any form of sponsorship or endorsement. Ormesani may display the Trademark alone or together with other trademarks, in lists, grids or case-history pages, maintaining dignified treatment that does not harm the Customer/Principal's image or reputation.
3. This licence is granted free of charge; no fees, royalties or other consideration shall be due for use of the Trademark within the limits of this Article.
4. Ormesani may obtain the Trademark from letterhead, the website, e-mails or other means of communication sent by the Customer/Principal to Ormesani, presuming that the Customer/Principal owns it or is otherwise authorised to use it and to grant use for the purposes of this clause.
5. The Customer/Principal confirms and warrants that it owns the Trademark referred to in the preceding paragraph and/or has the necessary authorisations from the owner to grant third parties free use thereof, at least to Ormesani for the purposes of this Article; the Customer/Principal further confirms and warrants that such grant does not infringe third-party rights and complies with any Trademark use guidelines.
6. Ormesani undertakes to remove the Trademark from its website upon simple request by the Customer/Principal and, in any event, no later than 10 (ten) days after receipt of the request.
7. Except for technical requirements of proportional reduction, the Trademark shall not be modified. If the Customer/Principal provides “brand guidelines”, Ormesani undertakes to comply with them within the technical limits of the channel used. Any use that may be misleading, disparaging or harmful to the Customer/Principal's image is excluded.
8. This licence does not grant Ormesani any right to register the Trademark, file domain names, or use it for purposes other than those provided herein. All intellectual property rights in the Trademark shall remain with the Customer/Principal.
9. The Customer/Principal shall indemnify and hold Ormesani harmless from any claim, damage, cost or expense (including legal expenses) asserted by third parties in relation to use of the Trademark as permitted by this Article, where such claims arise from lack of ownership or insufficient entitlement of the Customer/Principal or from failure to comply with conditions/guidelines for use communicated to the Customer/Principal by the Trademark owner.
10. The licence shall automatically terminate in the event of revocation by the Customer/Principal (subject to the time limits referred to in Article 6), without prejudice to the Customer/Principal's right at any time to request removal of the Trademark as provided above.

Article 23 - Shipping Documentation - Retention and Availability

1. The Customer/Principal undertakes to retain, for the periods and in the manner required by applicable legislation (including tax, customs and digital-retention rules), all documentation relating to shipments entrusted to Ormesani, including by way of example: orders, order confirmations, invoices, delivery notes/CMR, bills of lading/waybills, packing lists, licences/authorisations, certificates of origin and conformity, customs declarations, proof of delivery and operational correspondence.
2. Upon Ormesani's simple written request, the Customer/Principal shall without delay make available a complete, legible and conforming copy of the requested documentation (in original form or commonly used electronic formats, e.g. PDF), or allow access to it in its archives, no later than 10 (ten) days after the request.
3. In the event of inspections or requests by authorities (customs, tax or other), the Customer/Principal shall cooperate promptly with Ormesani and provide the requested documentation within the deadlines imposed by the authority, without prejudice to the obligation under the preceding paragraph.

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4. The Customer/Principal warrants the completeness, authenticity, integrity and truthfulness of the documentation supplied and undertakes promptly to report any corrections or supplements.
5. Failure to comply with the obligations under this Article shall entitle Ormesani to suspend performance of services and charge the Customer/Principal all costs, charges and penalties (including, where applicable, demurrage, detention, storage and legal expenses) arising from delay in or failure to make the documentation available, whether foreseen, unforeseen or unforeseeable, without prejudice to greater damage. The Customer/Principal shall also indemnify and hold Ormesani harmless from third-party claims and/or penalties attributable to failure, delay or incompleteness in production of documentation for which the Customer/Principal is responsible.
6. Documentation shall be transmitted in compliance with personal-data-protection legislation and contractual confidentiality obligations.

Article 24 - No-Waiver Clause

1. No tolerance, inaction or delay by Ormesani in exercising any right or power arising from law or this contract shall constitute a waiver thereof or prejudice its subsequent exercise.
2. Any waiver of or derogation from rights, powers or remedies shall be valid only if expressly made in writing by Ormesani and shall be deemed limited to the specific case to which it refers, without constituting a precedent and without extension to analogous or subsequent situations.
3. The rights and remedies provided by these GSC are cumulative and are in addition to those recognised by law; any nullity or ineffectiveness of a contractual provision shall not affect the validity of the remaining provisions.

Article 25 - Entire Agreement

1. These GSC prevail over any other agreement or condition, whether written or oral and however drafted or entered into, in particular in relation to any term and condition which the Customer/Principal seeks to assert and/or enforce against Ormesani.
2. These GSC prevail over any general terms and conditions of the Customer/Principal in the event of conflict or discrepancy. If certain clauses are identical or substantially coincide with those of the Customer/Principal, these GSC shall apply and shall in all cases be deemed to prevail and supersede them.

Article 26 - Amendments

1. Ormesani may amend these GSC without prior notice and without any notification obligation; the amended GSC shall in all cases be published at https://www.ormesani.com/it/trasparenza-sostenibilita with evidence of the updated version. Each amendment to the GSC shall enter into force on the day following publication on Ormesani's said website.

Article 27 - Order of Precedence of Documents

1. These GSC prevail over any other written agreements made in any form (e.g. e-mail, chat, WhatsApp, LinkedIn, or any other electronic or paper document) unless such agreements are contained in a specific separate appendix jointly signed by the Legal Representatives of Ormesani and the Customer/Principal, expressly referring to these GSC and intended to form an integral part thereof.

Article 28 - Severability

1. Any nullity or ineffectiveness of one or more clauses of these GSC shall not result in invalidity of the remaining provisions, which shall remain valid and effective.

Article 29 - Force Majeure

1. Ormesani shall not be held liable for failure to fulfil obligations arising from the Mandate if the impossibility, including partial impossibility, of performance is due to a fortuitous event or force majeure, meaning the occurrence

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of an event or circumstance preventing one or both Parties from performing in whole or in part one or more contractual obligations imposed upon them under these GSC and/or the Mandate, if and to the extent that the party affected by the impediment proves: a) that the impediment is beyond its reasonable control; b) that it could not reasonably have been foreseen at the time the contract was concluded; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

2. Force majeure events or fortuitous events shall not suspend the effective periods of the contract and shall not affect them.
3. All expenses incurred by Ormesani due to and as a consequence of impossibility of performance, non-performance or suspension of performance caused by a fortuitous event or force majeure shall be reimbursed to Ormesani.

Article 30 - Registration and Taxes

1. Any taxes, levies or registration costs relating to the contract shall be borne by the Customer/Principal.

Article 31 - Processing of Personal Data

1. The Customer/Principal authorises Ormesani to manage all shipment data, including any data that may be regarded as so-called sensitive data, in order to enable Ormesani to carry out all administrative and/or operational procedures that may need to be performed electronically so as to provide the Shipment with the best possible assistance. Pursuant to and for the purposes of Regulation (EU) 2016/679 (General Data Protection Regulation - GDPR), the Customer/Principal declares that it has received from Ormesani, reviewed and fully understood the privacy notice concerning processing of personal data, contained in Annex 07 and available at https://www.ormesani.com/it/trasparenza-sostenibilita.

Article 32 - Integrity Clause

1. The Parties declare that they adhere to principles of fairness, transparency and integrity and undertake not to engage in conduct contrary to anti-corruption laws and applicable legislation.

Article 33 - Survival of Clauses

1. Clauses concerning limitations of liability, jurisdiction, governing law, data protection and confidentiality shall remain valid and effective after termination of the contractual relationship.

Article 34 - Electronic Version

1. These GSC may also be accepted electronically or by means of digital-signature tools and shall have the same effect as a handwritten signature. Where correspondence exchanged by e-mail expressly refers to these GSC, they shall be deemed incorporated, confirmed and accepted by the Customer/Principal and fully binding upon it.

Article 35 - Traceability of Financial Flows

1. Where applicable, the Parties undertake to comply with the obligations concerning traceability of financial flows under Law No. 136 of 13 August 2010.

Article 36 - Interpretation

1. Unless otherwise indicated:

a) terms in the singular include the plural and vice versa;
b) references to one gender include every gender;
c) titles and headings of clauses are descriptive only and do not affect their interpretation;

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d) terms defined in these GSC shall have the meaning attributed to them regardless of whether they are written with an initial capital or lower-case letter, in the singular or plural.

Article 37 - Governing Law

1. The validity, interpretation and performance of these GSC, as well as the various contracts of Shipping, Insurance Mandates, Mandates for Customs Representation entered into between the Customer/Principal and Ormesani and/or the related Shipping Orders, shall be governed by Italian Law.

Article 38 - Jurisdiction

1. The court having exclusive jurisdiction over any dispute arising from interpretation and application of the GSC and/or any contract entered into in relation to and within the scope of the activities indicated above is conventionally agreed by the Parties to be the Court of Venice, Italy.

Article 39 - Language

1. The GSC are drawn up in Italian. In the event of translation, the Italian version shall prevail.

Article 40 - Annexes

1. The following annexes form an integral part of these GSC, to which these GSC apply in full. If the Parties agree in writing to any amendments and/or supplements, these GSC shall apply to all matters not expressly amended and/or supplemented by agreement between the Parties.
01 - Continuing Shipping Mandate with direct representation;
02 - Specific Shipping Mandate with direct representation;
03 - Continuing insurance mandate for whom it may concern;
04 - Specific insurance mandate for whom it may concern;
05 - Continuing mandate for customs representation;
06 - Specific mandate for customs representation;
07 - Privacy Notice.
2. It is understood that, if Ormesani agrees to use any Mandate forms proposed by the Customer/Principal, these GSC shall in any event apply to all matters not expressly governed by the Mandate forms proposed by the Customer/Principal.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following provisions are specifically approved:

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Article 1 - Scope of Application
Article 4 - Scope of the Engagement - Ormesani's Obligations - Method of Performance of the Engagement
Article 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates
Article 6 - Obligations of the Customer/Principal
Article 7 - Insurance
Article 8 - Customs Operations
Article 9 - Technical Stop, Storage
Article 10 - Delivery Times
Article 11 - Fees, Advances, Right of Retention
Article 12 - Ormesani's Liability
Article 13 - Excluded Goods and Excluded Countries
Article 14 - Contractual Forfeiture
Article 15 - Indemnities
Article 16 - Exclusion of Liability
Article 17 - Signing of Transport Documents
Article 18 - Revocation of and Withdrawal from the Mandate
Article 19 - Claims
Article 20 - Confidentiality of Data
Article 21 - Organisation and Management Model pursuant to Legislative Decree 231/2001 and Code of Ethics
Article 22 - Use of the Customer/Principal's Trademark (licence for “Who Has Chosen Us” purposes)
Article 23 - Shipping Documentation - Retention and Availability
Article 24 - No-Waiver Clause
Article 25 - Entire Agreement
Article 26 - Amendments
Article 27 - Order of Precedence of Documents
Article 28 - Severability
Article 29 - Force Majeure
Article 30 - Registration and Taxes
Article 31 - Processing of Personal Data
Article 32 - Integrity Clause
Article 33 - Survival of Clauses
Article 34 - Electronic Version
Article 35 - Traceability of Financial Flows
Article 36 - Interpretation
Article 37 - Governing Law
Article 38 - Jurisdiction
Article 39 - Language
Article 40 - Annexes

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ANNEX 01 - CONTINUING SHIPPING MANDATE WITH DIRECT REPRESENTATION

The Customer/Principal	**The Agent / Freight Forwarder**
[Company Name / Business Name]_____	ORMESANI SRL SOCIETA' BENEFIT
[Address] _____	VIA GIOVANNI PASCOLI 42/N
[VAT No. / Tax Code]_____	VAT No. / Tax Code 02061320277

Art. 1 - Subject of the Mandate

The Customer/Principal grants the Agent a continuing shipping mandate with direct representation pursuant to Articles 1737 et seq. of the Italian Civil Code, so that, in the name and on behalf of the Customer/Principal, it shall arrange and perform shipments of the goods identified in the individual operating instructions.

Art. 2 - General terms and conditions

This Mandate is governed by the GENERAL CONDITIONS in force on the date this contract is signed, published on the Agent's website, https://www.ormesani.com/it/trasparenza-sostenibilita, which the Customer/Principal declares that it knows, understands, confirms and accepts in full.

Art. 3 - Ancillary mandates

Under this Mandate, the Agent may accept the following ancillary engagements:

Yes No Type of Ancillary Mandate

[ ] [ ] Continuing insurance mandate: authority to take out, for whom it may concern, insurance policies relating to the goods forming the subject of shipments, subject to written communication identifying the shipment and the relevant Insurable Value.

[ ] [ ] Continuing mandate for direct customs representation: pursuant to Article 18 of the Union Customs Code (Regulation (EU) 952/2013), for performance of customs formalities necessary for import, export and transit of the goods, in the name and on behalf of the Customer/Principal.

Art. 4 - Overall Credit Limit Granted to the Client: EURO [_____]

As provided in Article 11 paragraphs 45/46/47 of our General Conditions, if the credit limit assigned to you is exceeded, you shall immediately restore the credit exposure within the assigned limit, irrespective of any payment terms originally agreed, which shall consequently be deemed to have lapsed.

Failure to restore your credit position shall be treated as non-payment and shall entitle us to suspend performance of our service and exercise the right of retention granted to us by Article 2761 of the Italian Civil Code. We also draw your attention to the subsequent provisions referred to in our General Conditions regarding our right in future to amend or revoke the amount of credit assigned to you and the consequences of failing to restore the credit exposure within the limit.

Art. 5 - Term and revocation

This Mandate shall have a term of one year, expiring on 31 December of each calendar year. Upon expiry, the contract shall be automatically renewed from year to year unless notice of termination is sent by registered letter with acknowledgement of receipt or certified e-mail (PEC) at least 60 (sixty) days before annual expiry.

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Art. 6 - Jurisdiction

The court of the Agent's registered office shall have exclusive jurisdiction over any dispute, unless otherwise agreed in writing.

Place and date: _____

The Customer/Principal

(Signature) _____

The Agent / Freight Forwarder

(Signature) _____ Firmato da: 471F424E3994432...

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the General Conditions in force on the date this contract is signed, published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita, applicable to this Mandate and the related service, are specifically approved and signed by the Customer/Principal: Art. 1 - Scope of Application; Art. 4 - Scope of the Engagement - Ormesani's Obligations - Method of Performance; Art. 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates; Art. 6 - Obligations of the Customer/Principal; Art. 7 - Insurance; Art. 8 - Customs Operations; Art. 9 - Technical Stop, Storage; Art. 10 - Delivery Times; Art. 11 - Fees, Advances, Right of Retention; Art. 12 - Ormesani's Liability; Art. 13 - Excluded Goods and Excluded Countries; Art. 14 - Contractual Forfeiture; Art. 15 - Indemnities; Art. 16 - Exclusion of Liability; Art. 18 - Revocation of and Withdrawal from the Mandate; Art. 19 - Claims; Art. 22 - Use of the Customer/Principal's Trademark (licence for “Who Has Chosen Us” purposes); Art. 23 - Shipping Documentation - Retention and Availability; Art. 28 - Force Majeure; Art. 37 - Governing Law; Art. 38 - Jurisdiction; Art. 40 - Annexes.

The Customer/Principal

(Signature) _____

The Agent

(Signature) _____ Firmato da: 471F424E3994432...

Docusign Envelope ID: ED4D61A9-72EB-8678-8143-61D653A37969

ANNEX 02 - SPECIFIC SHIPPING MANDATE WITH DIRECT REPRESENTATION

The Customer/Principal	**The Agent / Freight Forwarder**
[Company Name / Business Name]_____	ORMESANI SRL SOCIETA' BENEFIT
[Address] _____	VIA GIOVANNI PASCOLI 42/N
[VAT No. / Tax Code]_____	VAT No. / Tax Code 02061320277

Art. 1 - Subject of the Mandate

The Customer/Principal grants the Agent a specific shipping mandate pursuant to Articles 1737 et seq. of the Italian Civil Code, so that, in the name and on behalf of the Customer/Principal, it shall arrange and perform the shipment of goods identified by the following references:

[ ] Ormesani spot quotation no. _____ accepted on ___

[ ] Ormesani continuing price list no. _____ accepted on ___

Art. 2 - General terms and conditions

This Mandate is governed by the GENERAL CONDITIONS in force on the date this contract is signed, published on the Agent's website, https://www.ormesani.com/it/trasparenza-sostenibilita, which the Customer/Principal declares that it knows, understands, confirms and accepts in full.

Art. 3 - Ancillary mandates

Under this Mandate, the Agent may accept the following ancillary engagements:

Yes	**No**	Type of Ancillary Mandate
[ ]	[ ]	Specific insurance mandate: authority to take out, for whom it may concern, insurance policies relating to the goods forming the subject of the shipment, subject to written communication identifying the shipment and the relevant Insurable Value.
[ ]	[ ]	Specific mandate for direct customs representation: pursuant to Article 18 of the Union Customs Code (Regulation (EU) 952/2013), for performance of customs formalities necessary for import, export and transit of the goods, in the name and on behalf of the Customer/Principal.

Art. 4 - OVERALL CREDIT LIMIT GRANTED TO THE CLIENT: EURO [_____]

As provided in Article 11 paragraphs 45/46/47 of our General Conditions, if the credit limit assigned to you is exceeded, you shall immediately restore the credit exposure within the assigned limit, irrespective of any payment terms originally agreed, which shall consequently be deemed to have lapsed.

Failure to restore your credit position shall be treated as non-payment and shall entitle us to suspend performance of our service and exercise the right of retention granted to us by Article 2761 of the Italian Civil Code. We also draw your attention to the subsequent provisions referred to in our General Conditions regarding our right in future to amend or revoke the amount of credit assigned to you and the consequences of failing to restore the credit exposure within the limit.

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Art. 5 - Term and revocation

This Mandate shall take effect on the date it is signed and remain valid for the time strictly necessary to perform the shipping service forming the subject of this engagement. The Mandate shall automatically terminate upon completion of all activities connected with it, unless otherwise agreed in writing between the parties.

Art. 6 - Jurisdiction

The court of the Agent's registered office shall have exclusive jurisdiction over any dispute, unless otherwise agreed in writing.

Place and date: _____

The Customer/Principal

(Signature) _____

The Agent / Freight Forwarder

(Signature) Firmato da: 471F424E3994432...

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the General Conditions in force on the date this contract is signed, published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita, applicable to this Mandate and the related service, are specifically approved and signed by the Customer/Principal: Art. 1 - Scope of Application; Art. 4 - Scope of the Engagement - Ormesani's Obligations - Method of Performance; Art. 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates; Art. 6 - Obligations of the Customer/Principal; Art. 7 - Insurance; Art. 8 - Customs Operations; Art. 9 - Technical Stop, Storage; Art. 10 - Delivery Times; Art. 11 - Fees, Advances, Right of Retention; Art. 12 - Ormesani's Liability; Art. 13 - Excluded Goods and Excluded Countries; Art. 14 - Contractual Forfeiture; Art. 15 - Indemnities; Art. 16 - Exclusion of Liability; Art. 18 - Revocation of and Withdrawal from the Mandate; Art. 19 - Claims; Art. 22 - Use of the Customer/Principal's Trademark (licence for “Who Has Chosen Us” purposes); Art. 23 - Shipping Documentation - Retention and Availability; Art. 28 - Force Majeure; Art. 37 - Governing Law; Art. 38 - Jurisdiction; Art. 40 - Annexes.

The Customer/Principal

(Signature) _____

The Agent

(Signature) Firmato da: 471F424E3994432...

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ANNEX 03 - CONTINUING INSURANCE MANDATE FOR WHOM IT MAY CONCERN

(as an activity ancillary to the Shipping Mandate)

The Customer/Principal	**The Agent / Freight Forwarder**
[Company Name / Business Name]_____	ORMESANI SRL SOCIETA' BENEFIT
[Address] _____	VIA GIOVANNI PASCOLI 42/N
[VAT No. / Tax Code]_____	VAT No. / Tax Code 02061320277

GRANTS A CONTINUING MANDATE

to Ormesani S.r.l. Società benefit, so that, for whom it may concern, it shall activate insurance cover for the goods forming the subject of the Shipment, in accordance with the terms, conditions, limits and procedures provided by Article 7 of the GENERAL CONDITIONS in force on the date this contract is signed and published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita.

DECLARES

1. that it is aware that Ormesani S.r.l. Società benefit acts exclusively as Agent of the Customer/Principal and under no circumstances assumes the status of insurer;
2. that the insurance mandate shall be performed exclusively under the conditions provided by the aforesaid GENERAL CONDITIONS, without derogations or different agreements unless otherwise agreed in writing;
3. that all other provisions contained in the GENERAL CONDITIONS, governing the rights, obligations, liabilities and limits of the parties, remain fully valid and effective.

The Customer/Principal	**The Agent**
(Signature) _____	(Signature) _____ Firmato da: 471F424E3994432...

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the General Conditions in force on the date this contract is signed, published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita, applicable to this Mandate and the related service, are specifically approved and signed by the Customer/Principal: Article 1 - Scope of Application; Article 4 - Scope of Engagement - Ormesani's Obligations - Method of Performance of the Engagement; Article 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates; Article 6 - Obligations of the Customer/Principal; Article 7 - Insurance; Article 8 - Customs Operations; Article 9 - Technical Stop, Storage; Article 10 - Delivery Times; Article 11 - Fees, Advances, Right of Retention; Article 12 - Ormesani's Liability; Article 13 - Excluded Goods and Excluded Countries; Article 14 - Contractual Forfeiture; Article 15 - Indemnities; Article 16 - Exclusion of Liability; Article 18 - Revocation of and Withdrawal from the Mandate; Article 19 - Claims; Article 22 - Use of the Customer/Principal's Trademark (licence for 'Who Has Chosen Us' purposes); Article 23 - Shipping Documentation - Retention and Availability; Article 29 - Force Majeure; Article 37 - Governing Law; Article 38 - Jurisdiction; Article 40 - Annexes.

The Customer/Principal	**The Agent**
(Signature) _____	(Signature) _____ Firmato da: 471F424E3994432...

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ANNEX 04 - SPECIFIC INSURANCE MANDATE FOR WHOM IT MAY CONCERN

(as an activity ancillary to the Shipping Mandate)

The Customer/Principal	**The Agent / Freight Forwarder**
[Company Name / Business Name]_____	ORMESANI SRL SOCIETA' BENEFIT
[Address] _____	VIA GIOVANNI PASCOLI 42/N
[VAT No. / Tax Code]_____	VAT No. / Tax Code 02061320277

WHEREAS

- this instrument constitutes a specific insurance mandate and does not entail an obligation on the Agent to take out insurance cover for whom it may concern also for shipments other than those identified below, whose details are stated herein;

GRANTS A MANDATE

to Ormesani S.r.l. Società benefit, limited to the shipment identified by:
[ ] Ormesani spot quotation no. _____ accepted on ___
[ ] Ormesani continuing price list no. _____ accepted on ___
(hereinafter, the “Shipment”),
so that, for whom it may concern, it shall activate insurance cover for the goods forming the subject of the Shipment in accordance with the terms, conditions, limits and procedures provided by Article 7 of the GENERAL CONDITIONS in force on the date this contract is signed and published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita.

DECLARES

1. that this Mandate operates exclusively and only for the Shipment identified above;
2. that it is aware that Ormesani S.r.l. acts exclusively as Agent of the Customer/Principal and under no circumstances assumes the status of insurer;
3. that the insurance mandate shall be performed exclusively under the conditions provided by the aforesaid GENERAL CONDITIONS, without derogations or different agreements unless otherwise agreed in writing;
4. that all other provisions contained in the GENERAL CONDITIONS, governing the rights, obligations, liabilities and limits of the parties, remain fully valid and effective;
5. that, for all further shipments, the Agent has no obligation to take out insurance cover.

The Customer/Principal	**The Agent**
(Signature) _____	(Signature) _____ Firmato da: 471F424E3994432...

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the General Conditions in force on the date this contract is signed, published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita, applicable to this Mandate and the related service, are specifically approved and signed by the Customer/Principal: Article 1 - Scope of Application; Article 4 - Scope of Engagement - Ormesani's Obligations - Method of Performance of the Engagement; Article 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates;

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Article 6 - Obligations of the Customer/Principal; Article 7 - Insurance; Article 8 - Customs Operations; Article 9 - Technical Stop, Storage; Article 10 - Delivery Times; Article 11 - Fees, Advances, Right of Retention; Article 12 - Ormesani's Liability; Article 13 - Excluded Goods and Excluded Countries; Article 14 - Contractual Forfeiture; Article 15 - Indemnities; Article 16 - Exclusion of Liability; Article 17 - Revocation of and Withdrawal from the Mandate; Article 18 - Claims; Article 21 - Use of the Customer/Principal's Trademark (licence for 'Who Has Chosen Us' purposes); Article 22 - Shipping Documentation - Retention and Availability; Article 28 - Force Majeure; Article 36 - Governing Law; Article 37 - Jurisdiction; Article 39 - Annexes.

The Customer/Principal

(Signature) _____

The Agent

(Signature) _____ Firmato da: 471F424E3994432...

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ANNEX 05 - CONTINUING MANDATE FOR CUSTOMS REPRESENTATION

The Customer/Principal	**The Agent Freight Forwarder**
[Company Name / Business Name]_____	ORMESANI SRL SOCIETA' BENEFIT
[Address] _____	VIA GIOVANNI PASCOLI 42/N
[VAT No. / Tax Code]_____	VAT No. / Tax Code 02061320277

Art. 1 - Subject of the Mandate

The Customer/Principal grants the Agent a continuing mandate for direct customs representation pursuant to Article 18 of the Union Customs Code (Regulation (EU) 952/2013), authorising it to perform, in the name and on behalf of the Customer/Principal, all customs formalities necessary for import, export and transit of the goods.
The Customer/Principal authorises the Agent to produce a copy of this Mandate to authorities requesting it, also as evidence of declarations made to customs in the name and on behalf of the Customer/Principal.

Art. 2 - General terms and conditions

This Mandate is governed by the GENERAL CONDITIONS in force on the date this contract is signed, published on the Agent's website, https://www.ormesani.com/it/trasparenza-sostenibilita, which the Customer/Principal declares that it knows, understands, confirms and accepts in full.

Art. 3 - Overall Credit Limit Granted to the Client: EURO [_____]

As provided in Article 11 paragraphs 45/46/47 of our General Conditions, if the credit limit assigned to you is exceeded, you shall immediately restore the credit exposure within the assigned limit, irrespective of any payment terms originally agreed, which shall consequently be deemed to have lapsed.
Failure to restore your credit position shall be treated as non-payment and shall entitle us to suspend performance of our service and exercise the right of retention granted to us by Article 2761 of the Italian Civil Code. We also draw your attention to the subsequent provisions referred to in our General Conditions regarding our right in future to amend or revoke the amount of credit assigned to you and the consequences of failing to restore the credit exposure within the limit.

Art. 4 - Term and revocation

This Mandate shall have a term of one year, expiring on 31 December of each calendar year. Upon expiry, the contract shall be automatically renewed from year to year unless notice of termination is sent by registered letter with acknowledgement of receipt or certified e-mail (PEC) at least 60 (sixty) days before annual expiry.

Art. 5 - Jurisdiction

The court of the Agent's registered office shall have exclusive jurisdiction over any dispute, unless otherwise agreed in writing.

Place and date: _____

The Customer/Principal	**The Agent**
(Signature) _____	(Signature) _____ Firmato da: 471F424E3994432...

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the General Conditions in force on the date this contract is signed, published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita, applicable to this Mandate and the related service, are specifically approved and signed by the Customer/Principal: Article 1 - Scope of Application; Article 4 - Scope of Engagement - Ormesani's Obligations - Method of Performance of the Engagement; Article 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates; Article 6 - Obligations of the Customer/Principal; Article 7 - Insurance; Article 8 - Customs Operations; Article 9 - Technical Stop, Storage; Article 10 - Delivery Times; Article 11 - Fees, Advances, Right of Retention; Article 12 - Ormesani's Liability; Article 13 - Excluded Goods and Excluded Countries; Article 14 - Contractual Forfeiture; Article 15 - Indemnities; Article 16 - Exclusion of Liability; Article 18 - Revocation of and Withdrawal from the Mandate; Article 19 - Claims; Article 22 - Use of the Customer/Principal's Trademark (licence for 'Who Has Chosen Us' purposes); Article 23 - Shipping Documentation - Retention and Availability; Article 29 - Force Majeure; Article 37 - Governing Law; Article 38 - Jurisdiction; Article 40 - Annexes.

The Customer/Principal

(Signature) _____

The Agent

(Signature) _____ Firmato da: 471F424E3994432...

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ANNEX 06 - SPECIFIC MANDATE FOR CUSTOMS REPRESENTATION

The Customer/Principal	**The Agent Freight Forwarder**
[Company Name / Business Name]_____	ORMESANI SRL SOCIETA' BENEFIT
[Address] _____	VIA GIOVANNI PASCOLI 42/N
[VAT No. / Tax Code]_____	VAT No. / Tax Code 02061320277

Art. 1 - Subject of the Mandate

The Customer/Principal grants the Agent a specific mandate for direct customs representation pursuant to Article 18 of the Union Customs Code (Regulation (EU) 952/2013), authorising it to perform, in the name and on behalf of the Customer/Principal, all customs formalities necessary for import, export and transit of the goods.
Shipment reference:
[ ] Ormesani spot quotation no. _____ accepted on ___
[ ] Ormesani continuing price list no. _____ accepted on ___
The Customer/Principal authorises the Agent to produce a copy of this Mandate to authorities requesting it, also as evidence of declarations made to customs in the name and on behalf of the Customer/Principal.

Art. 2 - General terms and conditions

This Mandate is governed by the GENERAL CONDITIONS in force on the date this contract is signed, published on the Agent's website, https://www.ormesani.com/it/trasparenza-sostenibilita, which the Customer/Principal declares that it knows, understands, confirms and accepts in full.

Art. 3 - Overall Credit Limit Granted to the Client: EURO [_____]

As provided in Article 11 paragraphs 45/46/47 of our General Conditions, if the credit limit assigned to you is exceeded, you shall immediately restore the credit exposure within the assigned limit, irrespective of any payment terms originally agreed, which shall consequently be deemed to have lapsed.
Failure to restore your credit position shall be treated as non-payment and shall entitle us to suspend performance of our service and exercise the right of retention granted to us by Article 2761 of the Italian Civil Code. We also draw your attention to the subsequent provisions referred to in our General Conditions regarding our right in future to amend or revoke the amount of credit assigned to you and the consequences of failing to restore the credit exposure within the limit.

Art. 4 - Term and revocation

This Mandate shall take effect on the date it is signed and remain valid for the time strictly necessary to perform the shipping service forming the subject of this engagement. The Mandate shall automatically terminate upon completion of all activities connected with it, unless otherwise agreed in writing between the parties.

Art. 5 - Jurisdiction

The court of the Agent's registered office shall have exclusive jurisdiction over any dispute, unless otherwise agreed in writing.

Place and date: _____

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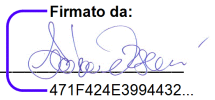
The Customer/Principal

(Signature) _____

The Agent

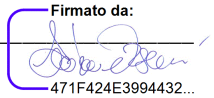
(Signature) _____ 

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the General Conditions in force on the date this contract is signed, published on the Agent's website https://www.ormesani.com/it/trasparenza-sostenibilita, applicable to this Mandate and the related service, are specifically approved and signed by the Customer/Principal: Article 1 - Scope of Application; Article 4 - Scope of Engagement - Ormesani's Obligations - Method of Performance of the Engagement; Article 5 - Acceptance of Ormesani's Service Quotation and Shipping Mandates; Article 6 - Obligations of the Customer/Principal; Article 7 - Insurance; Article 8 - Customs Operations; Article 9 - Technical Stop, Storage; Article 10 - Delivery Times; Article 11 - Fees, Advances, Right of Retention; Article 12 - Ormesani's Liability; Article 13 - Excluded Goods and Excluded Countries; Article 14 - Contractual Forfeiture; Article 15 - Indemnities; Article 16 - Exclusion of Liability; Article 18 - Revocation of and Withdrawal from the Mandate; Article 19 - Claims; Article 22 - Use of the Customer/Principal's Trademark (licence for 'Who Has Chosen Us' purposes); Article 23 - Shipping Documentation - Retention and Availability; Article 28 - Force Majeure; Article 37 - Governing Law; Article 38 - Jurisdiction; Article 40 - Annexes.

The Customer/Principal

(Signature) _____

The Agent

(Signature) _____ 

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ANNEX 07 - CLIENT PRIVACY NOTICE

pursuant to Article 13 of Regulation (EU) 2016/679 of 27 April 2016
General Data Protection Regulation

This notice provides a concise description of the methods and purposes of the processing of your personal data by our company Ormesani S.r.l. Società benefit, as Data Controller (hereinafter also the "Controller"), as well as any further information required under applicable personal-data-protection legislation. Processing shall take place in compliance with Regulation (EU) 2016/679, the General Data Protection Regulation (hereinafter the "Regulation").
The Regulation provides that "Personal Data" means any information relating to an identified or identifiable natural person (hereinafter the "Data Subject"). "Processing" means any operation or set of operations performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Pursuant to Articles 12 et seq. of the Regulation, we provide you with the following information on the processing of your Personal Data.

1. DATA CONTROLLER

The Data Controller is Ormesani S.r.l. Società benefit, with registered office in Quarto d'Altino, Via G. Pascoli 42/N, Tax Code and VAT No. 02061320277.

2. PURPOSES AND LEGAL BASIS OF PROCESSING

The processing of your personal data (for example name, surname, personal contact details, address, bank and payment details) is intended for:

a) performance of activities strictly connected with establishing contractual relationships, including acquisition of preliminary information before conclusion of a contract;
b) performance of obligations and exercise of rights arising from the contract (including payment, exchange of information, administration and management of orders, shipments, invoicing and any disputes);
c) compliance with obligations imposed by laws, regulations or EU legislation, including tax or accounting obligations, relating to the contractual relationship between the Controller and the Data Subject;
d) sending promotional messages by e-mail, provided that they concern products and/or services similar to those already purchased, without prejudice to the right to object at any time to receiving the above communications;
e) subject to specific consent, sending commercial and/or promotional communications concerning the Controller's products and/or services. Such processing includes marketing and advertising communications carried out by automated contact methods (for example e-mail, SMS) and traditional methods (for example sending brochures by post), as well as market research and statistical surveys;
f) subject to specific consent, sending commercial and/or promotional communications concerning services, events and products of other companies connected with or affiliated to the Data Controller. Such processing includes transmission of personal data to partner companies (for example other Group companies) for marketing and advertising purposes carried out by automated contact methods (for example e-mail, SMS) and traditional methods (for example operator-assisted telephone calls or sending brochures), as well as market research and statistical surveys.

Provision of data for the purposes under letters a) and b) is optional, but refusal to provide them or allow their processing shall make it impossible for the Controller to establish and properly perform the contractual relationship. Processing of personal data for the purpose under letter c) is mandatory, and refusal to provide them shall make it impossible for the Controller to comply with obligations connected with the contractual relationship and therefore to establish and perform that relationship. Provision of personal data for the purposes under letters d), e) and f) is optional, and refusal to provide them shall make it impossible for the Controller to use them for transmission of the above communications.

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Personal data may be processed for the purposes under letters a), b) and c) without consent, pursuant to Article 6(1)(b) and (c) of the Regulation. Processing for the purpose under letter d) is permitted pursuant to Italian Data Protection Authority Resolution No. 330 of 4 July 2013. The legal basis for processing under letters e) and f) shall be your consent, if given, which may always be freely withdrawn (including with reference to only one of those processing purposes) by sending a communication to privacy@ormesani.it.
The personal data you provide may include data concerning natural persons working on your behalf, as employees or on a self-employed basis (e.g. name, surname, business e-mail address, telephone number, corporate role). The Controller undertakes not to process such data for purposes other than those indicated above, in accordance with the Regulation and the methods described in this notice.

3. METHODS OF PROCESSING

Personal data are processed with the aid of paper, telematic or IT tools, using organisational and processing logic strictly related to the purposes stated above and, in any event, in a manner that guarantees their security, integrity and confidentiality.
Specific security measures are observed to prevent loss of data, unlawful or improper use and unauthorised access.

4. DATA RETENTION PERIOD

Personal data shall be retained for the time strictly necessary to achieve the purposes for which they were collected and processed. With reference to the purposes under letters a), b) and c) of paragraph 2, personal data shall be retained solely for performance of operations instrumental to establishing, managing and fulfilling contractual relationships. For the purpose under letter d) of paragraph 2, personal data shall be processed until the Data Subject exercises the right to object, while for the purposes under letters e) and f), personal data shall be processed until consent is withdrawn and in any event for a maximum period of 24 months. It remains understood that, once the purposes of processing have been exhausted and/or in the event of exercise of the right to object or withdrawal of consent, the Controller shall nevertheless be required and/or entitled to retain your personal data for the periods prescribed by law and/or in order to establish or defend a legal claim.

5. DISCLOSURE OF PERSONAL DATA

Your personal data shall not be disseminated. However, within the purposes indicated above, your personal data shall be accessible (limited to the respective area of competence) to persons authorised to process data for the Controller and may be disclosed to third parties such as Public Authorities (e.g. Customs and Monopolies Agency, Port System Authority, etc.) and external collaborators of the Controller (e.g. legal, tax and IT consultants). Other companies connected with or affiliated to the Data Controller (for example Group companies) may also have access to personal data for organisational reasons relating to the purposes under paragraph 2. Where necessary, the Controller has appointed recipients of your data as external Processors pursuant to Article 28 of the Regulation.

6. TRANSFER OF DATA ABROAD

Your personal data may be transferred to countries outside the European Union within the purposes under paragraph 2. If personal data are transferred outside the European Union in the absence of an adequacy decision by the European Commission, the requirements of applicable legislation concerning transfers of personal data to non-EU third countries shall in any event be observed.

7. RIGHTS OF THE DATA SUBJECT

At any time, the Data Subject may exercise the rights under Articles 15 to 22 of the Regulation, including, in summary, obtaining from the Controller confirmation as to whether or not personal data concerning him or her are being processed

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and, where that is the case, obtaining access to the data and information concerning their source, the purposes and methods of processing, the recipients or categories of recipients to whom personal data may be disclosed, and the retention period; exercising the right to obtain rectification, updating or completion of data from the Controller; the right to erasure or anonymisation of data or restriction of processing of personal data concerning the Data Subject; the right to be informed of any rectification or erasure of data or restriction of processing carried out in relation to his/her personal data; the right to object at any time to processing of the data; and the right to receive personal data in a structured, commonly used and machine-readable format.
Applicable legislation recognises the Data Subject's right to lodge a complaint with the Italian Data Protection Authority or other competent supervisory authority where the relevant conditions are met.
To exercise his/her rights, the Data Subject may contact the Controller at the following details:

- e-mail: privacy@ormesani.it
- address: Via G. Pascoli, 42/N - 30020 Quarto d'Altino (VE)
- fax: +39 041 2695600

8. CONSENT TO THE PROCESSING OF PERSONAL DATA

The undersigned, _____, having read and understood this notice:

[ ] Accepts

[ ] Does not accept

to receive commercial and/or promotional communications concerning the Controller's services, events and products. Such processing includes marketing and advertising communications carried out by automated contact methods (for example e-mail, SMS) and traditional methods (for example sending brochures by post), as well as market research and statistical surveys.

9. CONSENT TO THE PROCESSING OF PERSONAL DATA

The undersigned, _____, having read and understood this notice:

[ ] Accepts

[ ] Does not accept

to receive commercial and/or promotional communications concerning services, events and products of other companies connected with or affiliated to the Data Controller. Such processing includes transmission of personal data to partner companies (for example other Group companies) for marketing and advertising purposes carried out by automated contact methods (for example e-mail, SMS) and traditional methods (for example operator-assisted telephone calls or sending brochures), as well as market research and statistical surveys.

Place and date _____

Stamp and Signature _____