



EXPRESSGLOBAL
INTERNATIONAL FREIGHT FORWARDER



Cargo
Agent



GENERAL TERMS AND CONDITIONS FOR FORWARDING SERVICES

(1) Definitions

- 1.1 “Forwarder” means Express Srl. (VAT 07485270636), with registered office in Via De Gasperi 55, Napoli
- 1.2 “Principal” means the entity contracting with the Forwarder for the provision of forwarding services as set out in art. 3 herein
- 1.3 “Contract” means the Forwarder’s Offer, the Forwarder Order Confirmation and these General Terms and Conditions (GTC)
- 1.4. “Offer” has the meaning set out in art. 2.1
- 1.5. “Order Confirmation” has the meaning set out in art. 2.2
- 1.6. “Services” means one or more of the services listed in art. 3.1 and included in an Order Confirmation
- 1.7. “Goods” means the goods to which the Services relate
- 1.8. “MTO” means a multimodal transport operator in accordance with art. 1741 of the Italian Civil Code

(2) Conclusion of Contract

- 2.1. Upon request of a potential Principal, the Forwarder shall submit an Offer for the provisions of the requested Services
- 2.2. If the Offer is accepted by the Principal, the Forwarder shall send an Order Confirmation, setting out the nature of Services, the relevant price and the other details of the contractual relationship.
- 2.3 Any Offer and any Order Confirmation, as well as any Contract, shall be subject to these GTC

(3) Scope of work

- 3.1. The Forwarder shall provide to the Principal, as stated in the Order Confirmation, one or more of the Services listed below:
- (i) concluding, on behalf of the Principal, contracts for the carriage of Goods by sea, air, rail or road;
 - (ii) handling and/or temporary storage of the Goods before or after their carriage;
 - (iii) obtaining, on behalf of the Principal, the availability of containers, trucks, rail wagons and other vehicles or equipment and of warehouse or other storage space
 - (iv) arranging the custom clearance of the Goods together with any other custom operation relating to the import, export or transit of the Goods;
 - (v) obtaining, collecting, forwarding and circulating, as appropriate and as instructed by the Principal all documents relating to the carriage, handling, storage, insurance, import, export, sale, delivery, custom clearance of the Goods;
 - (vi) arranging the weighing of containers (VGM) in compliance with SOLAS rules;
 - (vii) arranging inspections or surveys on the Goods;
 - (viii) arranging the insurance of the Goods
 - (ix) any other service reasonably required by the Principal in connection with the carriage, handling and storage of the Goods.
- 3.2. In providing the above Services, the Forwarder shall act on behalf of the Principal in accordance with art. 1737 of the Italian Civil Code

EXPRESS S.r.l.

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(4) Forwarder as MTO

4.1. If requested by the Principal and expressly agreed in the Order Confirmation, the Forwarder shall undertake the carriage of the Goods, in accordance to art. 1741 of the Italian civil code. In the absence of such express agreement, the Forwarder shall not have any liability as carrier

4.2. When acting as MTO, the Forwarder shall, upon taking delivery of the Goods, issue a House Bill of Lading or other transport document as appropriate for the mode of transport.

(5) Performance of the Contract

5.1. The forwarder shall perform the Services in compliance with a standard of professional diligence, according to recognized best practices, and shall use its best efforts to avoid delays, demurrages and any additional costs for the Principal.

5.2. The Forwarder shall perform the Services in compliance with the instructions of the Principal; in the absence of specific instructions, the Supplier shall act in the best interest of the Principal on the basis of its own careful judgement and immediately inform the Principal of any action taken.

5.3 The Forwarder shall perform the Services in compliance with applicable laws and regulations.

5.4. If requested to arrange the insurance of the Goods under art. 3.1.viii, the Forwarder shall take such insurance under ICC clauses [A/B/C] for an amount equal to the invoice value of the Goods

5.5. The Principal shall timely provide the Forwarder with full details of the nature, quality, quantity, and other characteristics of the Goods.

5.6. If Services are required in relation to dangerous goods, the Principal shall (i) provide full and accurate details of the denomination, nature and classification of such goods, (ii) deliver to the Forwarder the safety sheets and other accompanying documentation for such goods, (iii) properly label and package such goods, (iv) advise the Forwarder of any precaution or safety measure to be adopted in relation to such goods, (v) more generally comply with any applicable national or international regulation.

5.7. The Principal shall timely and fully put the forwarder in funds in order for him to pay any freight, hire, demurrage, charge or surcharge, premium, fee and any other sum due to suppliers, sub-contractors and insurers.

(6) Sub-contractors

6.1. The Forwarder shall be at liberty to entrust in whole or in part the performance of the Services to sub-contractors.

6.2. The Forwarder shall remain responsible towards the Principal for the activity of his sub-contractors.

(7) Liability of the Forwarder

7.1. The Forwarder shall be responsible for losses or damages suffered by the Principal only to the extent that such losses or damages have been caused by the Forwarder's negligence

7.2. The liability of the Forwarder shall, except in case of intentional acts or gross negligence, be limited to the amount of the fees payable to the Forwarder for its activities.

7.3. When acting as an MTO, the liability of the Forwarder for loss or damage of the Goods shall be limited, depending on the nature of the transport where such loss or damage occurs, as follows:

- national carriage by road: art. 1696 civil code
- national carriage by sea: art. 423 code of navigation

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- international carriage by road: Geneva Convention 1956 (CMR)
- international carriage by sea: Brussels Convention 1924 as amended by 1968 and 1979 Protocols (Hague-Visby Rules)
- international carriage by air: Montreal Convention 1999
- if the stage of transport where loss or damage remains unidentified: € 3 x kg. of lost or damaged Goods

7.4. The Principal shall notify in writing any defect or shortcoming in the performance of the Services within 7 (seven) days from the time when such defect or shortcoming becomes apparent, failing which any claim shall be deemed to be waived

(8) Invoices and Payments

8.1. The Forwarder shall, in relation to any Order Confirmation, issue an invoice upon completion of the Services.

8.2. The Principal shall pay such invoices within ___ days from receipt.

8.3. The Principal shall not be entitled to set off any amount against the Forwarder's invoices

8.4 In case of delay in payment of the Forwarder's invoices, interest shall accrue at the rate provided under the fourth paragraph of art. 1284 of the Italian Civil Code.

8.5 The Forwarder shall have a right of retention on the Goods in respect of any outstanding amount due by the Principal under a Contract.

(9) Force Majeure

9.1. Neither party shall be liable for any delay or non-performance under a Contract to the extent that such delay or non-performance is caused by an event of force majeure as defined herein.

9.2 As a condition to be exempt of liability under this article, the party suffering the force majeure event shall promptly give written notice to the other of such event and of the manner in which it is affecting performance.

(10) Law and Jurisdiction

10.1. Any Contract between the Forwarder and a Principal shall be governed by and construed in accordance with Italian law.

10.2. Any dispute however arising from a Contract between the Forwarder and a Principal, including disputes relating to its validity or termination, shall be subject to the exclusive jurisdiction of the Court of Genoa.

(11) 231 Model

Express S.r.l. has adopted its own Organisation, Management and Control Model pursuant to Italian Legislative Decree no. 231 of 8 June 2001 and its own Code of Ethics.

Express S.r.l. carries out its activities exclusively in compliance with the provisions of the Model and the Code of Ethics and requires third parties to comply with these documents, inviting the same third parties to read these documents, as they are constantly updated, on the website www.expressglobal.it, it being understood that the failure of the third parties to fulfil their obligations in accordance with the Model and the Code of Ethics shall constitute a serious breach of the contract by the same third parties and shall entitle Express S.r.l. to terminate the contract, without prejudice to compensation for damages.

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