

# General Conditions of Shipment

## Recitals.

These General Conditions of Shipment (hereinafter "General Conditions"), unless otherwise established by a written agreement and expressly agreed on by the parties, regulate the obligations deriving from the contractual relationships stipulated with the company MOX – a limited liability company based in the city of Florence in Via del Vetriciaio 4 (hereinafter "MOX") and from actions or facts carried out by employees, agents and agents of the latter. These General Conditions also define, to the extent and in the manner provided, the responsibilities incumbent on MOX.

These General Terms and Conditions for the shipping contract are published and available via the website [www.moxsrl.com](http://www.moxsrl.com).

## Definitions.

In these General Conditions the terms below have the following meanings:

**MOX (Freight Forwarder):** the entity that receives the shipping order for the conclusion of the contract of carriage and/or for the performance of one or more ancillary operations.

**Principal:** the entity that grants the mandate for the conclusion of the contract of carriage and/or for the performance of one or more ancillary transactions.

**Shipper:** the subject that is the sender or shipper within the scope of the contract of carriage stipulated by the freight forwarder.

**Carrier:** the person who materially performs or assumes the execution of the transport.

**Technical stop:** means the stop of the goods in a storage area or terminal or in another shelter area, for needs related to the execution or continuation of the transport, or in any case related to the need to keep the goods during the transport or waiting for the delivery to the carrier or the recipient.

**Mandate:** means the mandate stipulated between MOX and the Principal relating to the transport contract and/or for the completion of one or more ancillary transactions.

**Total price:** means the price agreed between the parties for the execution of the mandate.

## 1. Scope of application

- 1.1 The Principal expressly accepts, both when acting on its own behalf and that of others in the stipulation of the shipping contract, that these General Conditions, together with the offers, fully and unconditionally apply to all contractual relationships with MOX, and any third-party beneficiaries, as well as to all actions and claims, including of a non-contractual nature, against the latter.
- 1.2 In the presence of shipments regulated by written instructions, that either conflict with or are incompatible with these General Conditions and not expressly waived and approved by MOX in writing, these instructions will be considered not granted and, in any event, never approved by MOX.

## 2. Shipment Mandate

- 2.1 MOX, as a result of the assignment received, undertakes to execute the mandate in the exclusive interest of the Principal, operating with the utmost diligence and will stipulate the transport contracts necessary for the delivery of the goods, as well as carry out all ancillary transactions, acting with the necessary discretion and with the right to make use of third parties and also to carry out the shipment of the goods grouping it with another (unless requested otherwise in writing by the Principal).
- 2.2 The Mandate, unless otherwise established by written agreement, is understood to be granted without representation powers.
- 2.3 MOX, unless agreed otherwise in writing, shall not ship or transport dangerous goods, which may harm people, animals, other goods or property, or goods that are subject to deterioration, are without packaging or equipped with insufficient/inadequate packaging, as well as values, coins, precious goods or works of art. By way of example without limitation, dangerous goods are goods classified as dangerous by IATA, IMO, ICAO, or contemplated in the ADR/RID regulations. If the goods belonging to the aforementioned cases are entrusted to MOX without its prior consent, or MOX accepts the Mandate on the basis of incorrect, incomplete or untrue information regarding the nature or value of the goods, MOX has the right to terminate the contract or, if the circumstances so require, to refuse, deposit or otherwise dispose of the goods, or even, in the case of danger, to proceed with their destruction, and the Principal and/or the Sender are in said case shall be held liable for all harmful consequences and for the expenses that may arise as a result.
- 2.4 MOX may carry out the Mandate or any other activity provided for in

these General Conditions directly or also, in whole or in part, by making recourse to its correspondents, shippers, or third parties in general, which may act as substitutes for MOX. In such cases, the replacement is expressly authorised by the Principal pursuant to and for the purposes of Article 1717 of the Civil Code.

- 2.5 Given that MOX is not registered in the customs register, where requested by the Principal, it may carry out customs formalities required by applicable legislation using Customs Agents or C.A.D., in which case as a "necessary substitution" pursuant to Article 1717, it will be held liable exclusively for gross negligence for such choice. MOX undertakes to transmit to the Customs Agents or C.A.D. the information forwarded by the Principal and/or the Sender. The Principal will be required to provide MOX with all the necessary customs forms for the import and/or export of the goods duly completed in a correct, clear, complete and accurate manner, attaching, where required by law, the value of the goods as well as any document necessary for the success of the customs transaction. All costs arising from the performance of customs formalities such as, for example, payment of import taxes of a fiscal nature, duties, taxes, fees, customs penalties, costs of warehousing, stowage, parking, or other expenses incurred by virtue of the activities carried out by the customs authorities, such as consequences of mistakes made by the Principal or the recipient/receiver in preparing the necessary documents or in acquiring the necessary authorizations or licenses, shall be borne by the Principal.

## 3. Terms of Delivery

- 3.1 MOX does not guarantee compliance with delivery terms, hence cannot be held responsible under any circumstances for delays in the collection and transport and/or delivery of any shipment regardless of the cause of such delays or requests from the Principal for particular terms for returns even if resulting from the shipping documents.

## 4. Responsibilities

- 4.1 Once the acceptance of the Mandate has been confirmed, MOX shall not be responsible for the execution of the transport but exclusively for the execution of the Mandate itself, as well as any ancillary obligations.
- 4.2 MOX cannot in any way be held liable for the work of the Carriers, or of the depositaries, packers and all third parties it has used for the execution of the Mandate, having limited liability for gross negligence in the choice thereof or with respect to the provision of information.
- 4.3 MOX will in no case be liable with respect to the Principal and entitled, for compensation in excess of the limits of liability assumed by law by the air, sea and land Carriers appointed by MOX in fulfilment of the Mandate received by the Principal.
- 4.4 MOX is in no case responsible for any loss, damage, delay, error or non-delivery caused by unforeseeable circumstances, by causes exempted by law and in any case by circumstances beyond its control. These include, but are not limited to: a) natural disasters, adverse weather conditions, situations of impediment deriving from health risk or situations in which a health emergency deriving from a pandemic is declared; b) cases of force majeure such as wars, accidents/breakdowns to means of transport, embargoes, riots or civil revolts; c) defects, intrinsic characteristics or defects relating to the nature of the goods shipped and their packaging, unilateral decisions of the Carriers; d) acts, failures or omissions of the Sender, the recipient/receiver or any other person who has an interest in the shipment, the State Administration, customs or postal or other competent Authority as well as of any Carrier to whom MOX has entrusted the shipment for forwarding with express derogation from the provisions of Articles 1699 and 1700 of the Italian Civil Code; e) strikes, lockouts or labour conflicts.
- 4.5 The Principal hereby releases MOX from any and all liability relating to the lack and/or insufficiency and/or inadequacy of the packaging of the goods, unless the packaging is carried out by MOX on behalf of the Principal in writing. Likewise, the Principal shall in any case bear the sole burden and obligation of stowage, bundling and lashing of the goods, unless agreed otherwise in writing.

## 5. Damages incurred in an unknown route

- 5.1 In the event that it is impossible to identify the section of transport when the damage or loss occurred, and if the damage or loss occurs in a storage and/or storage phase that cannot be configured as a technical stop (including free or courtesy deposit) carried out by MOX using its own facilities or its auxiliaries, or even in the event that the depositary or the auxiliary in the phase of storage and/or handling cannot invoke the compensation limits, the maximum limit of 8.33 Special drawing rights per gross kilogram of lost or damaged goods will apply.

## 6. Indirect damages

- 6.1 In any case, any compensation due by MOX for indirect damages such as, but not limited to: loss of earnings, loss of interest or damages deriving from delays in the execution of the transport and penalties is excluded, even by way of derogation from Articles 1223 et seq. of the Civil Code.
- 6.2 In particular, for shipments of samples and goods or merchandise that the Principal or the Sender have expressly indicated as intended for fairs, exhibitions, events and the like, compensation (if due) is limited to the amount of the freight agreed at the time of listing.

## 7. Representations and Warranties of the Principal/Sender

- 7.1 The Principal and the Sender guarantee and therefore represent:
- that the shipment has been correctly and accurately described in all transport documents;
  - that they have taken note of the goods or property that MOX has declared unacceptable for transport, and that they have not been included in the shipment;
  - that the nature of the goods, the number, quantity, quality, contents of the packages, gross weight (including the weight of packages and pallets and the size of the same), the dimensions and any other indication provided are true and correct;
  - that the packaging and labelling used, in relation to the goods contained and the mode of transport, are considered suitable.
- 7.2 The Principal and the Sender expressly represent that they will indemnify and hold MOX harmless from and against any damage, claim or expense of any kind that may arise from the breach of the warranties made above, as well as from the lack, insufficiency or inadequacy of the packaging, or from the failure to report on the goods and the packages the necessary precautions for their handling and lifting, and also from any damage, claim, expense or in any case if problems of any nature arise in relation to dangerous goods referred to in Clause 2.3 of these General Conditions that have not been expressly accepted or known by MOX.
- 7.3 If MOX is entrusted with the mandate to carry out and handle customs operations, the Principal and/or the Shipper guarantee that the goods strictly correspond to the type described, comply with current regulations, are freely exported/imported and are compliant with marking requirements.
- 7.4 The Principal and/or the Sender are also required to provide in due time all the information, data, customs codes, the entry and customs classification of the goods and all the documents necessary to carry out the customs operations.

## 8. Insurance

- 8.1 As a result of the mandate received, MOX is not obliged to insure the goods subject to shipment, unless otherwise requested in writing by the Principal.
- 8.2 The Principal may directly insure the shipment and/or transport, it being understood that, in this case, the relevant policy must contain an express waiver of the right of recourse against MOX by the insurer and the same must be sent to MOX so that it is aware of it before the delivery of the goods.
- 8.3 If the Principal intends to insure the risk of damage or loss to the goods, it may grant a written mandate to MOX to provide insurance coverage on behalf of those responsible.
- 8.4 The costs of the aforementioned coverage and the insured value will be indicated in the Quotation referred to in Clause 10.
- 8.5 In the absence of express instructions from the Principal, any coverage, provided that it has been requested in writing, is stipulated only for ordinary risks.
- 8.6 Under no circumstances can MOX be considered as an insurer or co-insurer.
- 8.7 In the event that a claim event occurs, MOX is not obliged to activate the claim procedure or to take action to obtain payment of the insurance compensation, interrupt the limitation periods, take care of the expert activity, unless instructed to this effect by the Principal for a consideration to be agreed ad hoc.

## 9. Complaints

- 9.1 Any claim for loss, incorrect delivery, malfunction or damage must be made in writing and sent to MOX by registered letter with advice of delivery or certified e-mail (P.E.C.) strictly within the terms of the law.

## 10. Quotes/Estimates

- 10.1 The price of the shipment and the agreements relating to prices and conditions will be agreed on via a written quote issued by MOX.
- 10.2 The quotations issued by MOX always refer only to specific activities. These quotations may be subject to revision according to the Principal's instructions and must be approved by MOX in order to be contractually binding.
- 10.3 Estimates relating to the total cost of the shipment covered by the mandate, including transport costs, where indicated by MOX to the Principal, are processed on the basis of quotations received from the Carriers or from the standard prices identified by the latter in their price

lists. The total price thus estimated may therefore vary in consideration of the transport, weather conditions, issues relating to the import and export of goods, problems relating to navigation or ports or other causes that may occur in national and international traffic.

- 10.4 Unless otherwise agreed in writing, at any time during the execution of the Mandate, MOX may issue a regular invoice indicating the activities carried out on the basis of the Mandate received.
- 10.5 Payments must be made by bank transfer on the terms and conditions specified in the Mandate.
- 10.6 In the event of the failure to comply with the payment deadline for the consideration referred to in this clause, MOX may terminate the contract by simple written notice without the need for prior notice, without prejudice to MOX's right to request the payment of interest on arrears up to the maximum extent permitted by law, the administrative costs of managing the practice of late/unpaid payments, any further damage, in addition to the legal fees incurred by MOX due to non-payment, as well as to retain the goods possibly held pursuant to Articles 2761 and 2756 of the Italian Civil Code and to constitute a lien on it, up to the payment of everything due by the Principal and with the right, from the communication, to have the goods stored in any position, even outdoors and in an unprotected place, with all risks borne by the Principal.

## 11. Advances and receivables

- 11.1 If as a result of the Mandate, MOX incurs in advance expenses, costs and charges for any reason, such as freight, transport fees, rental of containers, customs duties, duties and in general other sums possibly paid in advance on behalf of the Principal that are required for the execution of the Mandate itself, the Principal and/or the Sender undertakes to pay the consideration due for such advances in addition to interest for any delays and any losses due to exchange rate changes in the event of different currencies.
- 11.2 The Principal and/or the Sender also undertakes to reimburse MOX for all costs, expenses and charges it may incur, including for stops loading / offloading of the goods, or for the waiting time at customs in excess of the hours included in the allowance as per art. 14.1 below, in the event of a delay or the failure to collect the goods by the recipient or a delay or non-delivery of the goods by the Principal and/or Sender.
- 11.3 The Principal and/or the Sender are required to fully indemnify MOX from requests for payment of freight, duties, taxes, damage contributions, fines or other sums for any reason requested from MOX. If the sums and fees due to MOX are charged to the recipient or third parties, the Principal and/or the Sender shall remain liable for the immediate payment of the same if for any reason MOX does not receive the timely and spontaneous payment of the amounts it is due.
- 11.4 MOX is always authorized, but not obliged, to advance expenses, costs and charges in any capacity necessary for the execution of the mandate on behalf of the Principal and/or the Sender even when it has acted in the name and on behalf of the same, also in consideration of the task of releasing the goods arriving at destination. All sums advanced by MOX must be reimbursed by the Principal and/or Sender on simple request.
- 11.5 Unless agreed otherwise, no sum due to MOX may be offset against other amounts claimed by the Principal and/or the Sender, for any reason.

## 12. Right of Retention

- 12.1 MOX has, with respect to the Principal, the Sender and any other person with whom it is party to a contract with, the privilege and right of retention on the goods and other assets in its possession in relation to overdue and unpaid receivables.

## 13. Operating Exceptions: Delay or Refusal to Load or Receive Goods

- 13.1 The Sender and/or the Principal are required to reimburse and indemnify MOX from any amount or cost due, including those for stops of means of transport, including containers, swap bodies and the like, for the return of the goods to the warehouse, for storage and subsequent return.
- 13.2 In the event of refusal or unavailability of MOX as recipient, if promptly informed of the stock and entitled to intervene, it may take the necessary or appropriate measures for the custody of the goods and their return, acting in the name and on behalf of the Principal and/or the Sender, who shall bear the risk of any loss, damage or theft.

## 14. Deductible for loading/offloading operations and customs stops

- 14.1 The first 2 hours of stopover for each loading/offloading operation or for the customs stop are included in the price agreed between the parties.

## 15. Delivery postponement

- 15.1 In case of delivery postponement requested by the Sender and/or the Principal and expressly accepted by MOX, the Sender and/or the Principal shall pay to MOX:
- all expenses, costs and charges at any title incurred by MOX by reason of the postponement of the delivery;
  - the total Price plus 30% for the management of the delivery postponement calculated as a lump sum;
- unless what expressly agreed between the parties.

**16. Delivery cancellation**

16.1 In case of shipment cancellation by the Sender and/or the Principal, the latter shall still be obliged to pay MOX the amount equal to the percentage calculated on the total Price in the Mandate according to the following table:

Cancellation notice	Amount charged
Within 72 working hours from the day of loading	50% of the Total Price
Within 48 working hours from the day of loading	80% of the Total Price

**17. Data Processing**

17.1 In accordance with current legislation on privacy and in accordance with the provisions of EU Regulation no. 2016/679 (GDPR), MOX, in its capacity as data controller, hereby informs the Principal and/or the Sender that the personal data acquired with reference to the relationships established or that may be communicated by third parties in relation to the purposes pursued, will be collected and processed in compliance with the aforementioned legislation and will be processed according to the principles of confidentiality, fairness, lawfulness and transparency.

17.2 The data provided to MOX, or in any case available at the company, will be processed with electronic and non-electronic means and will be processed on the basis of contractual needs and for the consequent fulfilment of the legal and contractual obligations deriving from them, as well as for the purpose of the effective management of commercial relationships. We inform you that the provision of the data is mandatory to fulfil legal and contractual obligations, therefore, the refusal to provide all or part thereof would render it impossible for MOX to proceed with fulfilling the contractual relationships.

17.3 MOX and the Principal both undertake to maintain the utmost confidentiality – even after the termination of the collaboration relationship – with regard to all data and information which they become aware of as a result of the fulfilment of the shipping contract.

17.4 The Principal and/or the Sender authorise MOX to manage all the personal data relating to the shipment, including data that could be sensitive data, in order to allow MOX to handle all administrative and/or operational procedures online in order to guarantee the best assistance for the shipment.

17.5 Please note that the Principal is granted all the rights provided for by current legislation on privacy relating to: the right to access personal data, request for rectification, updating and deletion, if incomplete, erroneous or collected in breach of the law, as well as the opposition against their processing for legitimate reasons by addressing requests to the data processor.

17.6 The Data Controller is MOX in the person of the pro tempore Legal Representative.

**18. Warehouse**

18.1 In the event of a request for storage by the Sender and/or the Principal for goods entrusted to MOX, or the possible storage of the goods that MOX deems necessary for the success of the shipment, it will be carried out, at the discretion of the latter at public or private premises of its choice. In that case, MOX will not be held liable for theft and/or tampering with the goods in storage, not being in any way required, unless otherwise agreed with the Principal, to set up a surveillance or prevention system.

18.2 If MOX deposits the goods in a third-party warehouse, the relationship between the same and the Principal shall be subject to the same conditions (including limitations of liability) as those in force between MOX and the third party depositary.

18.3 The liability of MOX, as depositary, is expressly limited to cases of gross negligence and/or wilful misconduct of the same and/or its employees or supervisors.

18.4 In any case, if MOX's liability is confirmed for any reason (whether contractual or non-contractual), it may not exceed the sum of 8.33 SDRs for each Gross Kg of goods that are lost or damaged. Under no circumstance may MOX be held liable for damages arising from, caused by or resulting from a delay and/or for consequential or indirect damages (for example without limitation, commercial or financial damages, damages from loss of earnings, profit or market, loss of reputation, opportunities, or interests, etc.).

**19. Revocation and Waiver of the Mandate**

19.1 The Mandate granted to MOX may be revoked by the Principal only if it has not yet stipulated the contract of carriage with the Carrier. In this case, MOX must be reimbursed for all expenses incurred until revocation and adequate fees must be paid for the activities carried out.

19.2 In derogation from Article 1727 of the Civil Code, MOX may at any time relinquish the Mandate, which will not necessarily require just cause. In this case, the Principal must in any case reimburse all expenses incurred up to the time of relinquishing the mandate and pay adequate fees for the activity carried out as at said date.

**20. Governing Law**

20.1 Anything not provided for or governed by this contract shall be subject to and regulated by, Italian law.

**21. Dispute Resolution and Jurisdiction**

21.1 It is expressly agreed that any dispute between the parties that may arise out of or in relation to the performance and/or interpretation of this contract, which cannot be resolved as part of a compulsory conciliation procedure, shall be subject to the exclusive jurisdiction of the Courts of Florence.