

## TERMS AND CONDITIONS OF SERVICE

### 1. TERMS OF AGREEMENT

These general terms and conditions relevant to carriage and shipment are in force and must be applied to any service provided by Air Express s.a.s., unless specific terms and conditions are agreed with the sender and approved in writing by a legal representative of Air Express s.a.s..

### 2. ACCOMPANYING DOCUMENTS

The sender commits to correctly declare, upon consigning the goods, the content and value of the packages entrusted for the shipment and/or carriage. He also commits to correctly fill out the documents provided by Air Express s.a.s. in order to allow the carrier to handle the shipment and/or carriage and to give the carrier all the authorisations necessary to carry out the import/export customs duties. The Airway Bill cannot be transferred to third parties. In order to assure that the sender complies to the transportation provisions and obligations, the only indications written on forms will be taken in consideration, regardless of any other document, even if stamped by the sender. The senders, as well as their collaborators, are requested to check the correspondence between what they intended and what they actually wrote on the documents and forms.

### 3. RIGHT OF INSPECTION AND APPLICATION OF COSTS

Air Express s.a.s. has the right, although not the duty, to inspect whatever goods for whatever reason at any moment. The sender, in order to determine the rate in force relevant to the service provided, expressly declares to accept unconditionally that the value upon which such rate applies is the highest value between the taxable weight and the volumetric weight, electronically determined by Air Express s.a.s., even if such weight is not in accordance with the Client's declaration. A Fuel Surcharge will be applied to all the national and international shipments according to the fluctuation of the fuel cost. Such charge will be update on a monthly bases according to the parameters you can find on our web site.

It is understood that it remains the exclusive right of Air Express to adjust its sales lists and/or the rates reserved for its customers, at its sole discretion and only after written notice, transmissible via e-mail and/or newsletter and/or any other means of communication suitable for the transmission of messages commercial.

It is and remains the right of the customer to arrange the entrustment of its shipments in favor or not in favor of the courier Air Express, being the entrustment itself a factual demonstration of acceptance of all the conditions of service set forth in this document therein including the application of the costs to the present point 3.

### 4. COMPLIANCE WITH CUSTOMS AND REGULATIONS

As Customs offices are above parties structures, their decisions such as (but not limited to), delay in releasing the goods, inspections, duties and charges, cannot be either ascribed to or influenced by Air Express s.a.s.. Air Express s.a.s. is not responsible furthermore for sender's declarations which may differ from the actual content of the shipment.

### 5. DELIVERY ADDRESSES

The goods cannot be delivered to P.O. Boxes or other postal code numbers. Shipments will be delivered to the receiver's address which the sender has stated, but not necessarily to the receiver in person. Goods destined to addresses which represent a central or unique receipt center will be delivered to those centers.

### 6. TRANSIT TIMES

Air Express s.a.s. makes the maximum effort in order to deliver the goods as soon as possible, depending on the destination of the shipments. However, Air Express s.a.s. will not be responsible for delays in pick up, transportation or delivery of any goods, regardless of the reason of such delay and regardless of the sender's request for a special timing in



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the delivery, even if stated on the accompanying documents. Air Express s.a.s. reserves the right to be responsible for goods if, having requested, in writing, for instructions and/or documents, the sender doesn't provide them within 30 days.

#### 7. C.O.D.

The COD, cash-on-delivery mandate, applicable only on a national basis, may be conferred by the sender exclusively by indicating prominently on the transport document the word "cash-on-delivery" followed by the indication of the amount in numbers and letters. The carrier is authorized to accept in payment cash, bank drafts made payable to Air Express S.a.S. or the customer and, in the absence of contrary instructions to be formulated exclusively in writing, also bank drafts, made payable to Air Express S.a.S. or the Customer, being released from any liability for the case of non-coverage or illegal circulation and negotiation of the aforementioned securities.

The return of the money or securities by Air Express S.a.S. will be made by direct remittance within 60 (sixty) days from the date of collection subject to collection. In case of theft or robbery, the liability of Air Express S.a.S. is limited to the mere provision of the copy of the report to the sender and the consignee for the completion of operations related to the cancellation of the title.

#### 8. INSURANCE

In case of a specific insurance request, the applicant undertakes to duly complete the appropriate form prepared by Air Express S.a.s. and to send a copy of the purchase invoice / tax receipt proving the value of the goods subject to the request.

In the absence of completion and/or return of this form, of the characteristics necessary for insurance coverage (new goods whose value is proven by invoice/tax receipt) and if the documentation requested by the insurance company for the management of the practice is not then provided, it will not be possible to take out specific insurance.

If the customer uses our IT system directly for the compilation of shipping bulletins, it will not be necessary to fill out the paper application form, but simply request specific insurance coverage or Service Plus, filling in the appropriate fields (please always indicate also the type of goods and not only the value of the insurance coverage requested) and accepting the conditions defined herein to regulate the criteria of insurance coverage.

For "Service Plus" insurance cover for goods with a value of less than € 2.500,00 (two thousand five hundred) it is not necessary to fill in the appropriate form and provide the documentation in advance, but it is enough to fill in the appropriate field of application to the system.

For goods with a value greater than € 30.000,00 (thirty thousand) please contact our customer service in advance.

In the event of a claim, the specific insurance claim entitles you to compensation net of the following deductibles/overdrafts:

##### AIR/SEA/RAIL TRANSPORT WORLDWIDE

In case of theft, robbery, tampering, loss and shortages in general 10% uncovered with a minimum of € 250,00

For any other event, a fixed excess of € 250,00.

##### TRANSPORT BY LAND EUROPE

1) For goods with a value of less than € 7.500,00:

In case of theft, robbery, tampering, loss and shortages in general 5% uncovered with a minimum of € 50,00

For any other event, a fixed excess of € 100,00.

2) For goods with a value greater than € 7.500,00:

In case of theft, robbery, tampering, loss and shortages in general, 10% uncovered with a minimum of € 250,00.

For any other event, a fixed excess of € 250,00.

It is understood that Air Express S.a.s., as a mere forwarding agent, will indemnify any damage occurred during the shipment within the limits of the provisions of the Italian Civil Code, the relevant national laws or within the limits of the international conventions applicable in the field of transport, depending on the territory concerned and the mode of transport chosen.



With the payment of the indemnity, Air Express S.a.S. takes over, up to the amount of the indemnity paid, the rights of the Insured against all responsible third parties. If the transport and/or shipment has been insured directly by the principal, sender, consignee and/or entitled to the cargo, they undertake to hold Air Express harmless from any claim for compensation, including that due to its own insurance, for amounts exceeding the limits of compensation established by art. 1696 .c, Art. 423 and the Aja Visby, Montreal, CMR, Cotif-Cim Conventions and any subsequent amendments there to them.

The insurance coverage stipulated by Air Express S.a.s., in the name and on behalf of the sender, including that called Service Plus, is provided for all shipments and/or movements and/or stocks and/or all other transactions related to the transport contracts concluded by the Insured, for all types of goods, except those not accepted for transport, i.e.:

- value cards, coins, documents, stamps, valuables;
- motor vehicles, articles of art, live animals, animals and full loads of tobacco, mobile phones and tablets
- titles, furs and furs, alcohol, drugs
- pharmaceuticals, explosives, chemical or gaseous elements
- air, naval and rail tickets
- prototypes, samples
- articles subject to restrictions by the International Air Transport Association (IATA) or the International Civil Aviation Organization (ICAO)

Air Express S.a.s. is not obligated for damages and losses of employees, in whole or in part, directly or indirectly by, as well as for compensation due to the Insured consequence of:

- (a) acts or omissions committed by the Insured person or his/her decision-makers, or recklessly and with the knowledge that damage will probably result;
- (b) the serious misconduct or misconduct of the contractor's employees, subvector and its employees and/or persons in charge, or any other person whom the contractor has used for the performance of the transport, where such persons have acted in the performance of their duties;
- (c) infidelity of employees, embezzlement, fraud or fraud by anyone perpetrated;
- (d) defects in the packaging defects in packing or preparation of goods for transport for which the necessary reservations have not been formulated when the goods are taken over;
- (e) lack, defect or inadequacy of packaging or preparation of goods for transport, where such operations are carried out by or under the control of the Insured person or his employees;
- (f) infringement of the legal rules in force on the suitability for movement of vehicles and their technical investigations) infringement of the legal regulations in force regarding the vehicle's fitness for circulation and the relative technical checks, maximum weights and gau silhouette limits, the transport of flammable and dangerous goods;
- (g) bad stowage both on the carrier and in containers or the like carried out before the warranty expires or in any case by or under the control of the sender, the Insured person or their representatives and/or employees;
- (h) own defect or qualities inherent in the goods, spontaneous combustion, fermentation or natural decline;
- (i) delay or market losses even if resulting from an insured event
- (j) insolvency, default failure to fulfil pecuniary obligations or serious irregularities in the administrative management of the policyholder, or the owner, or shipowner, or charterer the operator of the vessel;
- (k) confiscation, expropriation, nationalization and requisition;
- (l) pollution of the environment by any arising cause;
- (m) complaints of both a fiscal - national or Community - and a customs nature, for fines, fines, late payment, or similar payments inflicted on the Insured person or other third parties acting on his behalf or in any case on behalf of the obliged person;
- (n) damage or loss of goods transported by ships or aircraft owned or operated by the insured person;
- (o) failure to start transport;
- (p) abandonment of the goods in the event that the sender, following an explicit written request for instructions from Air Express S.a.s., has failed to provide them within 30 days;

(q) abandonment of travel or interruption of transport to a location other than that provided for in the transport contract.

Similarly, Air Express is not obliged for compensation that was derived from the Insured as a result of the above-mentioned case studies Air Express S.a.s. is not obliged to compensate for claims that occurred during:

- (a) war or hostile acts, civil war, revolution, rebellion, insurrection, riot, strike, lockout, civil unrest, acts of terrorism or by persons acting for political reasons, earthquakes, hurricanes, whirlwinds, floods, volcanic eruptions, nuclear radiation or contamination by radioactivity;
- (b) capture, seizure, arrest, restriction or impediment to trade and their consequences;
- (c) violations of smuggling, trade, prohibited or illegal trade or trade;
- (d) explosions of mines, bombs or other war devices;
- (e) robbery perpetrated against Air Express S.a.s. or third parties during shipping or stopping at own or third-party warehouses.

The insurance guarantee is provided for transport throughout the world with the sole exception, unless expressly agreed between the parties, of:

Afghanistan-North Korea-Cuba-Iran-Iraq-Liberia-Syria-Sudan-C.S.I. states east of the 42nd meridian-Crimea.

Shipments to countries with legal provisions that require insurance coverage with local insurance companies as well as subject to the clause "Sanction Limited and Exclusion Clause – 1.08.2010" are expressly excluded from this warranty. In addition, coverage is also subject to the following clauses:

- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause Ed. 10.11.2003;
- Marine Cyber Endorsement LMA5403 – 11.11.2019;
- Cargo ISM Endorsement;
- Termination of Transit Clause (terrorism);
- Classification clause ed. 1.1.2001;
- Communicable disease exclusion JC2020 – 011
- Institute Cargo Clauses ed. 1.1.2009;
- Institute Strikes Clauses ed. 1.1.2009;
- Institute War Clauses ed. 1.1.2009;

Countries where wars, civil wars, popular riots, embargoes are taking place at the beginning of the expedition. For shipments to countries in the Middle East, Africa and Central and South America, if the Insured person releases his/her transport document, the guarantee will be valid only on condition that the master loading policy of the maritime or air carrier shows the same destination

## 9. DAMAGES

If a damage occurs to any part of the travelling goods with relation to any of the events contemplated by the insurance, Air Express s.a.s. will refund only the value of the damaged part, even if such part hasn't been separately estimated, and will refund only the fixing and/or replacement costs of such part, regardless of any depreciation of the object to which such part belonged. If a damage occurs to labels, capsules, boxes, cases, packaging and any other wrapping material of the insured goods and such damage doesn't affect the goods themselves, Air Express s.a.s. will refund only the costs relevant to a new packaging within the maximum limit contemplated by the insurance.

## 10. UNACCEPTABLE GOODS/ADR GOODS

In all Countries served by Air Express s.a.s., dangerous goods (according to the IATA provisions), precious items, gold, silver, works of art, negotiable instruments of credit, cheques, air and train tickets, money, animals etc. are not allowed.



It should also be noted that with regard to DANGEROUS GOODS denominated in ADR, since the carrier does not possess regular authorization, nor does it always have the availability of vehicles equipped for the transport of dangerous goods in accordance with the provisions of ADR and the laws and regulations in force, no goods in any case classifiable as dangerous will be accepted for transport, unless said goods are expressly declared during the entrustment phase. In the event that the carrier should have to bear any damage and consequent pecuniary prejudice of any kind due to the inaccuracy of the indications provided and declarations made by the shipper regarding the exact nature of the goods pursuant to Article 1683 of the Italian Civil Code, the latter shall be obliged to indemnify and hold harmless the carrier for any related pecuniary prejudice suffered by the latter.

#### 11. REFUNDS

In case of requests for refunds, to be made by registered and return receipt letter within 7 (seven) days for international shipments and 8 (eight) for domestic shipments after the receipt of the goods, the insured party commits to send all the documents Air Express s.a.s. will request. Such documents must be delivered within 30 days after the carrier's request, otherwise the request for refund will be archived.

#### 12. RETENTION

Air Express s.a.s. shall have a lien and right of retention on goods and valuables in its possession, including through third parties, for all claims, whether past due or due, arising out of its services, even if the claim relates to performance other than (or prior to) that under which Air Express S.a.S. possesses the goods or value.

At the option of Air Express s.a.s., the lien and retention may be exercised against the principal, shipper, consignee, owner.

#### 13. POSTAGE AND PACKAGING

The sender accepts any responsibility for the lack or insufficiency of stamps for the transportation of boxes and envelopes which contain letters and keeps the carrier safe from any relevant consequence. The carrier is not responsible for damages arising from faults of the packaging and/or the preparation of the goods that haven't been made by the carrier himself. If the packaging or the preparation have been made by Air Express s.a.s., the carrier will refund only in case the faults have been claimed immediately upon the receipt of the goods.

#### 14. EVENT

For any event not contemplated under the current terms and conditions, the parties agree to expressly rely on the IATA/Federcorrieri General Terms, the Italian Civil Code provisions, the Italian national laws and the international enforceable Conventions.

#### 15. DETAILS

More detailed information relevant to the current conditions can be found on the page "TERMS AND CONDITIONS" at [www.airexpress.it](http://www.airexpress.it). Those details are integral parts of the current document and the Client does declare to know and accept them as such.

#### 16. COURT

Any dispute related to the subject matter hereof shall be brought in the Milan Court.

#### 17. PERSONAL DATA

We hereby authorize the treatment of the personal data according to the Italian law number 196/03.

