

1 PARCELVALUE ACTIVITY AND OBJECT OF THE CONTRACT

- 1.1 ParcelValue is a broker and according to this function it acts as a commission agent practicing the only activity of drawing up contracts on behalf of its customers with carriers, forwarding agents, customs agents, storekeepers and other purchasing subagents.
- 1.2 You agree and recognise the right of ParcelValue of assigning the shipment to carriers and/or auxiliaries on the base of the terms and conditions we will consider appropriate.
- 1.3 ParcelValue is responsible for the choice of the purchasing subagents (carriers, forwarding agents, customs agents, storekeepers) to which it addresses to, as well as of the Affiliates belonging to the network of ParcelValue.

2 YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

- 2.1 By entrusting your commission you accept our terms and conditions set out in this contract of brokerage of carriage and/or the carrying out of different services on your behalf and/or on behalf of any other person that has an interest in the shipment or in the carrying out of different services, independent from the fact that you have signed the transport document, the way bill or consignment note of your carrier or not. Our terms and conditions refer to – and can be referred to from – our mandatory agent to which we entrust the service for the pick-up, carriage or delivery of your shipment or the carrying out of different services; moreover they refer to our employees, directors (managers) and agents. Only an authorized person with full powers can negotiate written changes to this terms and conditions. In the case you entrust us with shipments following written or oral instructions which are in conflict or incompatible with our terms and conditions and that we have not expressly authorized and approved in writing we will not be bound from these instructions.

3 RIGHT OF CANCELLATION OF COMMISSION

- 3.1 Should you would change an order already confirmed, send an e-mail or contact directly our Customer Service, who will works to minimize costs, debit what we were charged and the concerning administrative charges.

4 SCOPE OF THE CONTRACT

- 4.1 These terms and conditions apply to the contract agreed between you and us in respect of any carriage of goods pursuant to the contract and following these conclusions you agree that:
- 4.2 The contract is a contract of carriage of goods by road if the carriage of the shipment actually takes place by road;
- 4.3 The contract is a contract of carriage of goods by air if the carriage of the shipment actually takes place by air;
- 4.4 The contract is a contract of carriage of goods by sea if the carriage of the shipment actually takes place by sea;
- 4.5 The contract is a contract for the performance of other services if related to non-carriage services

5 DANGEROUS GOODS / SECURITY

5.1 Dangerous Goods

- 5.1.1 Except in circumstances shown in condition 7.1.2 below we do not accept commissions for carriage and/or performance of other services regarding goods which are in sole opinion dangerous goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) technical instructions, the International Air

Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the international carriage of Dangerous good by Road (ADR) or any other national or international rules applicable to the transport of or the performance of other services regarding dangerous goods.

- 5.2 We may at our discretion accept commissions for some dangerous goods for carriage or for the performance of other services in some countries if you have been accorded the status of an approved customer and this must be given by us in writing before your shipment can be accepted. Your dangerous goods will only be accepted if they comply with the applicable regulations (as referred to in condition 7.1.1) and our requirements.
- 5.3 Where conditions allow, it is possible to perform dangerous goods carriage. According to IATA and ADR regulations for the carriage of dangerous goods, ParcelValue accepts the commission against payment of an additional charge commensurate with the danger-level of the good shipped. In particular, you commit yourself to release the following declaration: DECLARATION UNDER THE REGULATION (EC) No 2320/2002 – AVIATION SECURITY Dangerous goods: the consignor declares under his own responsibility that the shipment which carriage is entrusted to ParcelValue, does not contain dangerous goods not distinctly declared in compliance with existing Regulations; including but not limited to the dangerous goods specified in ICAO T.I., IATA, DGR, IMDG- Code, ADR or other National and International Regulations concerning the carriage of these goods.
- 5.4 Air Cargo Security Regulations
- 5.4.1 You must ensure and you hereby certify by completing our carriers consignment note or tendering a commission for a shipment to us that your shipment does not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. You must give us a full description of the contents of the shipment on the consignment note or other accompanying document and your responsibilities and liabilities are not extinguished by providing this information. Shipments carried by our carriers or handled by us may be subject to security screening which could include the use of X-ray equipment and you accept that your shipment may be opened and the contents of your shipment may be examined in transit. You give permission hereby to our carriers to do any security screening that may be needed of all the goods carried by air.
- 5.5 You declare that you have prepared the shipment for carriage or for the performance of other services in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the shipment or for the performance by the carriers of other services.
- 5.6 The consignor that has habitual working relationships with ParcelValue and gives a working address valid and certified, fall into the qualification of “known consignor” under the national and European AIR CARGO SECURITY regulations; for this purpose he declares, entrusting the shipment, that this shipment is not part of those for which is foreseen an authorization under the existing regulations, including but not limited to arms, explosives, dangerous articles and goods.
- 5.7 Prohibited items or not accepted without prior authorisation
- 5.8 ParcelValue doesn't accept commissions for the following articles:
- 5.8.1 Plants or animals death or alive;
- 5.8.2 Marketable securities and certificates (bill of lading);
- 5.8.3 Currency (paper money, money, credit cards and travellers cheques);
- 5.8.4 Other non-marketable securities;

5.8.5 Material that could be defined pornographic or scabrous

5.8.6 Weaponry material, fire arms and white arms;

5.8.7 Software containing high value information;

5.8.8 Wastes

5.8.9 Political material

5.9 The following articles can be committed to ParcelValue subject to writing and specific approval of ParcelValue only or if they are included in the commercial offer of ParcelValue:

5.10 Articles accepted subject to approval

5.10.1 Dangerous goods;

5.10.2 Food and pharmaceutical items;

5.10.3 Narcotic or psychotropic substances;

5.10.4 Cigarettes and alcohol;

5.10.5 Art pieces;

5.10.6 Antiques;

5.10.7 Metals (gold and silver in any form);

5.10.8 Voluminous goods;

5.10.9 Documents, participation offer to public or private competitions, stored-value card, meal tickets or fuel tickets;

5.10.10 Fragile objects such as glass, bottles, etc.;

5.10.11 Architectonical models;

5.10.12 Goods liable to customs excise ;

5.10.13 Biological clothes and anatomic pieces;

5.10.14 Clocks;

5.11 You take note of and recognize that the carriage for this goods is subject to specific sectorial regulations. The tendering should occur hereby under the law and in compliance with any operational disposition prepared by ParcelValue and/or by our carriers. These indications may change at every moment. Moreover, disposition and restrictions may be different from nation to another.

6 RIGHT OF INSPECTION

6.1 You agree that our carriers or any other governmental authority, including customs, may open and inspect your shipment at any time.

7 TRANSIT TIME CALCULATION

7.1 Weekend days (Saturday and Sunday), non-working days of transit and destination Countries, public and national holidays together with delays caused by customs, the Public Administration or other event beyond our control, are not included when we quote delivery times in our published literature. In weekend days (Saturday and Sunday), non-working days of transit and destination Countries, public and national holidays the service is supplied under specific requirement and subject to agreement. Further details are available on our website www.parcelvalue.eu.

8 CUSTOMS CLEARANCE

- 8.1 You hereby appoint our carriers as your agent solely for the purpose of clearing and entering the shipment through customs and you hereby certify that our carriers are the consignee for the purpose of designating a customs broker to perform customs clearances and entries. In any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expenses.
- 8.2 You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal persecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities, such assistance will be rendered at your sole risk. You agree and commit yourself to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this and pay any administration fee we may charge you for providing the services described in these condition.
- 8.3 Any customs duties, taxes (including but not limited to TVA if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or the governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to you or the receiver of the shipment. If, following your instructions, we will charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved as well as any extra costs we will incur. Upon our request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out this condition.
- 8.4 We won't be liable for any delays, losses or damage caused by the interference from customs officers or other governmental authorities.

9 INCORRECT ADDRESS AND P.O. BOX NUMBERS

- 9.1 If we are unable to deliver a shipment because of an incorrect address, we will make all reasonable efforts to find the correct address. Limited to international shipments, we will notify you of the correction and deliver or attempt to deliver the shipment to the correct address although additional charges may be apply if the correct address is different to the one shown on the consignment note or the label affixed to your shipment. In the event we are unable to deliver the shipment at the first attempt, then you agree that we may post the shipment to the consignee and proof of posting is sufficient proof of delivery.

10 UNDELIVERABLE AND REJECTED SHIPMENTS

- 10.1 Where we are unable to complete the deliver of a shipment we will try to leave a notice at the receiver's address (or two in case of international shipments) stating that delivery has been attempted and the whereabouts of the shipment. You agree to pay us any costs we incur in forwarding, disposing of or returning the shipment, and our charges (if any) for making a second or more delivery attempt and for the agreed appropriate next action. If you don't give us proper instructions, after our delivery attempt (or after the second one in international shipments) or in case of rejected shipments stock charges will be applied.

11 YOUR OBLIGATIONS

- 11.1 You warrant, represent and guarantee to us that:
- 11.2 The contents of the shipment (including but not limited to weight and number f items) have been properly described on the consignment note, waybill or your transport document and on our website;

- 11.3 The contents of the shipment have been correctly labelled and the label or labels generated by our web system have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by our carriers;
- 11.4 The consignee's full address, including postcode, has been entered on the consignment note, waybill or your transport document;
- 11.5 The consignee's full address, including postcode, has been accurately and legibly completed on an address label fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by our carriers;
- 11.6 The contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport or the performance of other services, including any associated sortation and /or handling processes;
- 11.7 You have declared the correct weight of the shipment and you will provide any special equipment we may need to load or unload the shipment on or off our vehicles;
- 11.8 You have securely fixed, if requested by the law, a heavy weight label in a prominent position on the outer surface of the shipment that can be easily seen by our carriers for any items weighing 25 kilos or more;
- 11.9 The contents of the shipment are not ones restricted by IATA or ICAO and are not prohibited items and neither you nor the consignee is a person or an organisation with whom we or you may not legally trade under any applicable laws or regulations;
- 11.10 All the applicable laws and regulations have been complied with, as well as the provisions in this condition;
- 11.11 In the shipments commissioned and that will be carried by across borders you have included the correct commercial invoice related to the shipment (mentioning correct "bill to" address with applicable TVA number, correct and clear description of the commodity, the General Agreement on Tariffs and Trade ("GATT") code being the first 6 digits of the Harmonised System ("HS") code and the correct weight of the concerning shipment);
- 11.12 To have taken all reasonable precautions, to comply with all conventions, directives and legislation relating to the protection of personal data to ensure their safety in the event of loss or misdelivery of a shipment;
- 11.13 The value of any shipment does not exceed 25.000 Euros;
- 11.14 You have indicated the kind of service selected for your shipment on the consignment note, way bill or your transport document; in the event of loss of the service, the shipment will be delivered and invoiced with Day service;
- 11.15 You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees even if we inadvertently accept a shipment that contravenes any of your obligations.

12 EXTENT OF OUR LIABILITY

- 12.1 Subject to condition 14 below we limit our liability for any loss, damage or delay of your shipment or any part of it arising from the carriage as follows:
- 12.2 International carriage by air
 - 12.2.1 If the carriage of your shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure the Warsaw Convention (1929) (as amended from time to time and because applicable), or the Montreal Convention (1999) (as amended from time to time and because applicable) whichever is /depending on whether regulation compulsory applicable will apply. These

international treaties govern and limit our liability for damage, loss or delay occur to your shipment during the carriage to 19 Special Drawing Rights per kilo (approximately € 20,00 per kilos although the rate of exchange is variable) with a maximum value of 90 Special Drawing Rights.

12.3 International carriage by road

12.3.1 If the carriage of your shipment is by road within, to or from a Country that is a party to the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR), our liability for loss or damage to your shipment shall be governed by the CMR and thus limited to 8.33 Special Drawing Rights per kilos (approximately € 10,00 per kilos, although the rate of exchange is variable) with a maximum value of 90 Special Drawing Rights.

12.4 Domestic carriage by air or by road

12.4.1 If the carriage of your shipment is by road or by air in the domestic circle our liability for the risks of loss or damage to the items throughout the carriage shall be governed by art 1969 c.c. as per modification from the Decree Law 21.11.2005 n. 286 and thus limited to 1 € (one Euro) for every kilos of the shipment which was lost or damaged with a maximum value of 90 Special Drawing Rights.

By the regulation of the Civil Code on the contract for the carriage for the party therein not specified as well; the limit of liability in art. 1969 c.c. shall be applied even in case of delay of the shipment entrusted to us and solely in respect of the damages that are duly and completely proven and are a consequence – direct and predictable- of the delay.

12.5 If none of the above conventions apply and we have a liability to you for whatever reason including breach of contract, negligence, criminal intent, or non-fulfilment our liability to you for loss, damage, misdelivery, or non-delivery of your shipment or the part affected is limited to the lower of the market value of the shipment at the time of carriage or the cost of repair of the shipment or the part affected with in each case an upper limit that does not exceed € 17,00 per kilo limited to a maximum of € 10.000,00 per shipment. in the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.

12.6 Subject to condition 13 below, if we have a liability relating to other services for whatever reason, including without limitation breach of contract, negligence, criminal intent or default, our liability to you is at all times to €10.000,00 per event or series of events with one and the same cause of damage or, in case of the loss of or damage to a shipment to the lower of the market value of the shipment or the cost of repairing the shipment or the part affected with in every case an upper limit that does not exceed € 3,40 per kilo with a maximum of € 10.000,00 per event or series of connected events.

13 EXCLUSIONS

13.1 We will not be liable for any loss of income, loss of gain, loss of profits, loss of market, loss of reputation, loss of customers, loss of use, loss of an opportunity, even if we had knowledge that such damages or losses might arise, nor however for any indirect, accidental, special or consequential determined damage or loss, including without limitation the cases of breach of contract, negligence, criminal intent or non-fulfilment.

13.2 We are not liable for the non-fulfilment of any obligations towards you at all in following cases:

13.2.1 Circumstances beyond our control such as (but not limited to): natural events including earthquakes, cyclones, storms, floodings, fires, diseases, fog, snow or ice; circumstances beyond our control including (but not limited to) wars, accidents, terroristic attacks, strikes, embargoes, perils in the air, local disputes or civil commotions, national or

local disruptions in air or ground transportation network and mechanical problems to machinery or means of transport; latent or inherent vices in the contents of the shipment; criminal acts of third parties such as theft, robbery and arson.

13.2.2 Acts or omissions caused by you or third parties for whose conduct you take responsibility (or claim of every other claiming part having an interest in the shipment and that determines your non-fulfilment) of the obligations you have assumed under the present terms and conditions and in particular of those warranties set out in art. 11; an act or omission caused by customs, airlines, airports or public official.

13.2.3 Contents of the shipment consisting of any article that is prohibited item according the law or the present conditions, even though we may have accepted the carriage by mistake. The sole liabilities we will take concerning the services we provide will be those governed in the present general conditions of carriage.

14 VALUABLE GOODS

14.1 Valuable goods such as precious stones, precious metals, jewels, money, negotiation instruments, unprotected furniture, glass or porcelain, artistic objects, ancient items and important documents which include (including but not limited to) passports, offers of participation to public or private competitions, shares and option certificates, stocks, bank documents, guarantees or bond bails must not be sent with our distribution network unless they are sent according the conditions in point 5.3 because these shipments require the use of a mechanical handling and computerised sorting instruments together with multiple steps of carriage, upload and download of goods, that should cause losses and/or damages. If although such indications you will entrust us with the commission to send these goods the carriage will be at your own exclusive risk.

15 INSURANCE

15.1 With dispensation regarding the compensation limits described at points 12 and 13 it is possible on your side to obtain an insurance covering a part of the shipments and destinations. The amount of the insurance premium will correspond to the fees that ParcelValue applies at the moment of the shipment or under the contractual agreements in actions. You can ask for the desired adjustment with an explicit written commission to our company.

15.2 The insurance covering must be always expressly asked in writing at the moment of commissioning the shipment with the caption "to insure by the carrier for the amount of ... Euro" on the document of transport (DDT) or on the exemption declaration.

15.3 For the shipments which do not require the document of transport (DDT) you must also indicate the detailed and analitic description of the contents (modell, label, etc.). The insurable value correspond to the price of the sell bill or, when it misses, to the value of the insured articles on the market in the place and at the moment of delivery. As price of the sell bill is to be understood the value of the goods net of VAT, trade and packaging costs before possible discounts granted to the purchaser at whatever right. The insurance is valid both for the import and for the export shipments.

15.4 The refund will take place only after presentation of the documents attesting the value of the goods (sell bill or, when missing, price list, buying bill, compensation bill, etc.). Possible damage refunds will be awarded net of the excess provided by the insurance policy taken out by ParcelValue with its trustworthy insurance company in force at the moment of shipping or provided by the insurance policies regarding transports, which in our case we have managed to hold down at 10%. The adjustment of the damage will be on the base of the proportional

standard in case that the goods are insured for an amount lower than the real one.

- 15.5 After ParcelValue has examined the documents concerning the accident and considered them as exhaustive for the definition, it will inform you about the methods and amount of the liquidation.
- 15.6 If the shipment is already covered by another insurance policy which has not been taken out by ParcelValue on behalf of the customer, our company stay at disposal of the company that has insured the transport for the possible compensation, if justified.
- 15.7 In accordance with the over-mentioned, ParcelValue commits to compensate for all direct damages within the over-mentioned limits directly or through its own insurance company.
- 15.8 Compensation of debit notes through ParcelValue bills are not accepted, if not expressly authorized.
- 15.9 The insurance service is not available for some typologies of goods. Please contact our Customer Service for all necessary information.
- 15.10 You can purchase an insurance cover within us for the global amount of the parcel or of the shipment freight (with the exception of the transport document) by filling in the special inset on our website at the moment of commissioning and by indicating the indicated amount in order to safeguard yourself against the risks of loss and damage during the transport up to a maximal of € 25.000,00 for each shipment, except different agreements. This insurance is not available for precious stones, precious metals, watches, plasma screens, LCD, jewels, money, glass, porcelain, artistic objects, ancient items, documents or movies, tapes, disks, memory cards or every other type of support containing data or images. If you send these types of goods we recommend you to take out an adequate insurance cover on your own.
- 15.11 You can buy from us an insurance cover for the cost of rebuilding, reproduction re-issue or reprint (including the costs of the materials (ex. paper) together with reasonable work costs) of your shipment containing documents by marking the relating inset on the consignment note and by paying out the definite surcharge in order to obtain an "all risks" coverage for loss and damage throughout the transport up to a maximal of € 500,00 for each shipment. This insurance is available only for those documents that are listed on the website of the ParcelValue auxiliary or affiliate or branch that accepts your shipment.
- 15.12 The insurance options mentioned above(i) do not cover losses of consequential nature (see clauses 13 and 14) or delays of the transport or the cases in which the loss is caused by your non-fulfilment of the obligations under present terms and conditions, (ii) they are not available for the services that do not concern the carriage and (iii) they are not available for a limited number of countries. For a list of these countries, and/or in order to obtain further details about conditions and insurance covers, please contact our Customer Service centre.

16 CLAIMS BROUGHT BY THIRD PARTIES

- 16.1 You commit yourself towards us to not let that any other person having an interest in the shipment make a claim or initiating proceedings towards us concerning the transport, even when we have been negligent or in fault and if a claim or proceedings are initiated you will compensate us for the consequences of the claim or proceedings and of the costs we will cope with to safeguard us.

17 CLAIM PROCEDURE

- 17.1 If you wish to claim for a lost, damaged or delayed shipment or for any other possible damage, you must comply with the national law dispositions or any applicable international

convention and follow the following procedure; on the contrary we reserve the right to reject your complaint. In particular you must communicate in a written form within:

- 17.2 8 calendar days from the receipt of the shipment if the transport of your shipment takes place in the domestic area, in case of damaged or missing goods that cannot be checked at the moment of receipt;
- 17.3 7 calendar days from the receipt of the shipment if the transport of your shipment takes place by land within, to or from a country that has signed the Convention about the contract for the international transport of goods on road 1956 (CMR);
- 17.4 21 calendar days from the receipt of the shipment if the transport of your shipment takes place by air within, to or from a country that has signed the Warsaw Convention (1929) (as amended in the time, if applicable), or the Montreal Convention (1999) (as amended in the time, if applicable), depending on the compulsorily applicable regulations.
- 17.5 For the services others than the transport, 21 days from the date at which you should have reasonably noticed the loss, damage or delay.
- 17.6 After the first report and not beyond the prescription terms provided by law or the applicable conventions you will have to document your claim by sending us all relevant information concerning the shipment and the suffered loss, damage or delayed. We are not obliged to act for any claim unless the due transport freight is paid to us, nor will you have the right to deduce the amount of your claim from the transport freight cost due to us.
- 17.7 We will consider the shipment as delivered in good conditions unless the receiver affixes a specific damage or loss note on our delivery document at the moment of picking up the shipment. In order to be able to take into consideration a claim for damage, the content of your shipment and the original package must be at our disposal for the inspection.
- 17.8 Except what has been different provided for by every convention and/or applicable law, your right to claim for damages toward us will extinguish unless you initiate proceedings in front of a justice court within 1 year from the date at which you should reasonably notice the loss, damage or delay.
- 17.9 In case we accept partially or totally your claim, you guarantee that your insurance or third parties having an interest in the shipment will abdicate every right, remedy or demand they could be legitimated to on the base of replacement or other.

18 RATES AND PAYMENT

- 18.1 We do not accept shipment charged to third parties outside the ParcelValue network.
- 18.2 Except dispensation from different written agreement, you commit yourself to pay out to us the freights for the shipment transport through the places specified in the waybill, consignment note/ transport contract or for the execution of different services, and every value-added tax within the agreed payment terms. You abdicate every right to reject our bills if you do not notify them in a written form within 7 days from the date of billing. Our costs are calculated according the rates applicable to your shipment as illustrated in the present contract and on the website.
- 18.3 You accept that the weight and/or the volume and/or the number of the items of your shipment will be checked by our carriers, and when a discrepancy to what you have declared occurs, you accept that what has been determined by our carriers will be used for the calculation.
- 18.4 Every import tax, VAT tax and every other duty on the shipment to the country of destination is normally charged to the consignee. If the consignee refuses to pay, you accept to pay the global amount of these sums within 7 days from the receipt of the notify that we will forward you concerning the missed payment from the consignee's side. You accept to pay out

all reasonable costs we incurred for the collection of the unpaid bills within 7 days from the date of the bill.

- 18.5 The rates in force applicable to shipments are available in your Private Area on our website. The amount we debit can concern either the effective weight of the shipment or the volumetric one, depending on which is bigger and the volumetric weight is calculated on the base of the volumetric commutation equation illustrated in our price list.
- 18.6 Further amounts can be debited in some countries for the complicated customs clearance activities and these include, but are not limited to, shipments requiring:
 - 18.7 Formal customs entry declarations that involve more than 3 different goods.
 - 18.8 Customs bonds or need to consign goods that are under customs bond.
 - 18.9 Temporary import facilitations.
 - 18.10 Customs clearance involving also a government department in addition to the customs authority.
 - 18.11 In some countries we can anticipate some payments concerning import burdens, taxes, penalties or bounds registration on behalf of the importer and when this additional service is provided, an administrative local fee will be charged to the consignee and you will be responsible for the payment of the amount if the consignee will not fulfil.
 - 18.12 Our bill does not include a copy of the receipt proof, that you accept it can be effectively obtained and provided in digital or electronic form.
 - 18.13 Our bills must be paid off in the monetary form that is indicated in the bill itself.
 - 18.14 What concerns the “guaranteed” products we can offer and that you ask for, when we do not deliver your shipment within the indicated deadline, if our non-fulfilment has not been caused by any of the events listed in the clause 15.2 and if you have notified to us a claim in accordance with what has been established in the clause 19, we will charge you the cost of the lower service, on the base of the category of the ordered product, in spite of charging you the price we have determined for the service you have requested.
 - 18.15 We are recognised a general right of retaining all your shipment in our possess at any time, that gives us the right to sell the contents and keep the proceeds of the sale as compensation or any possible amount you should owe us also for precedent carried or consigned shipments.
 - 18.16 You will be responsible for the payment of every duty, tax and expense included print expenses if applicable on the transport or on different services and in relation to every document, included the consignment note.
 - 18.17 You commit yourself to correspond the amount concerning the performances regulated by the present conditions within the agreed deadlines. The delay of payments could cause the application of interests on arrears. By signing the present contract you accept from now on in case of total or partial non-fulfilment of the bill payment coming from freights of the present agreement, not depending on circumstances beyond your control and with the exception of the cases the law foresees, that ParcelValue suspends the service at special rate until the end of the insolvency status. During the period of suspension ParcelValue will accept from you possible free port shipments only, which will be paid at full rate. The execution of transports will also be suspended by ParcelValue in case of crash of the contractor or involvement in other concurrence procedure. The cancellation of the present agreement at any moment is our option, by means of sending a letter with advice of delivery, in case that the amount will not be paid out within 30 days following the deadline indicated for the payment, with the exception of circumstances beyond your control. In any case we hold our right to recover credits coming from freights according times and terms provided for by the law, with the exception of the right for major damage.

- 18.18 When collecting possible markings, if these will be paid by means of bank or cashier's cheques, our carriers will only have to check the correctness of the heading and of the amount of the made out cheque, as well as of the presence of the signature. Concerning this last one, ParcelValue and its own carriers will not assume any obligation of checking the authenticity of it, nor will we check the correspondence to the issuer or if the signature has been made by a person owing the power to do it.
- 18.19 So ParcelValue and its own carriers will have to check the correspondence between the instructions they had received and the information written in the cheque concerning the heading, amount and signature only, within the over-mentioned limits.
- 18.20 Contextually you commit yourself to answer in ParcelValue's place for any consequence and all direct and indirect damages that could possibly result from any problem arising from the cashing of the cheques themselves. Contextually you commit yourself to answer in ParcelValue's place for any further problem concerning any other aspect of wrong writing of the cheque due to the issuer, with the exception of the over-mentioned checks.
- 18.21 You also authorize ParcelValue to withhold the amounts it has received from you by way of marking concerning the shipments that have been carried out from time to time, as partial and/or total compensation of the amounts of the bills that have been invoiced from time to time for transports carried out in your favour; the present clause will be effective only if you will result, for any reason, insolvent (we mean the insolvency occurring in case of missed payment within the following 30 days from the deadline which has been provided in the bill) toward the bills that ParcelValue has invoiced at the contractually agreed dates. The withholdings of ParcelValue will take into account possible notifications resulting as unresolved on former bills and will therefore be calculated net of them, up to the definition of the possible pending dispute.

19 RETURNS, DELIVERIES AND GOODS IN STOCK

- 19.1 All particularly uncomfortable areas indicated in the commercial offer are excluded from the over-mentioned services.
- 19.2 ParcelValue guarantees that, if whatever hindrance to redelivery occurs, it will inform the Sender.
- 19.3 The Sender has to inform promptly in a written form our Customer Service about applicable dispositions that concern the redelivery of the shipments. If no written disposition will come, ParcelValue reserves the right to return the shipments to the Sender and charge the relating costs within 30 days from emission of the notification of the goods in stock. In this case all costs and duties concerning the transport and goods in stock will exclusively be charged to the Sender.
- 19.4 In case of request of redelivery by the Sender and of new missed delivery, ParcelValue will inform the Sender in a written form up to a maximal of 2 attempts.
- 19.5 After the second attempt has not turned out successful, ParcelValue will immediately, subject to sending of the notification, return the shipment to the Sender and charge all costs and duties concerning the transport and goods in stock.
- 19.6 If the Sender is not willing to pay the relating costs, ParcelValue can exercise its right to withhold also by storing and selling the goods, be always applicable all usual judicial actions of safeguarding its own credit.
- 19.7 After a year of goods in stock has passed, in any case, the Sender that has not paid his debits, abdicates by signing this contract any right on the goods, that will become of full availability of ParcelValue.

20 APPLICABLE REGULATIONS

20.1 In case a term or condition of the present agreement is declared invalid or inapplicable, this declaration will not prevent the other dispositions of the present transport contract to be effective and the remaining part of it will remain in force.

21 PLACE OF JURISDICTION

21.1 For all disputes concerning the existing relations between the parties the place of jurisdiction of Lugano (CH) is the only competent one. The Swiss law is applicable.

22 ORIGINAL TEXT

22.1 The general conditions of ParcelValue are written both in English and Italian and can be object of translation in other languages. In case of textual discrepancies the Italian text is the valid one.