

GENERAL TERMS OF FORWARDING AGREEMENT

DEFINITIONS:

GENERAL TERMS OF FORWARDING OR TERMS: this document contains the Forwarding Agent's general conditions of contract for forwarding services which shall apply unless otherwise agreed in writing by the parties.

ORDER: the written order of the Client requesting the Forwarding Agent to organize, define and execute one or more international carriage contracts, either multimodal or not. Such order shall provide any relevant information for the execution of the carriage contract, such as, without intent of limitation: quantity, quality, weight, size and type of goods and any specific care required therefore, place of loading, date of delivery, name of the consignee and the shipper, specific requests for the execution of the transport contract or other secondary forwarding activities appointed to the Forwarding agent by the Client.

CLIENT: the Forwarding Agent's client who places an Order for the performance of forwarding services by the Forwarding Agent by way of executing specific carriage contracts and ancillary contracts.

APPOINTMENT: the appointment, being an essential part of the Order, by which the Client appoints and instructs the Forwarding Agent for the execution of carriage contracts on Client's behalf. The Appointment granted to Forwarding Agent may also confer a power of attorney. If so, the Forwarding Agent shall act in the name and on behalf of the Client. If not, the Forwarding Agent shall act in his own name and on behalf of the Client. Either case, the forwarding agreement shall be subject to these Terms.

FORWARDING AGENT: COLUMBIA SRL with registered office in VIA Z. BRICITO 31/A – 36061 – BASSANO DEL GRAPPA (VI), Italy, VAT. N. 01700420241 and enrollment number upon the Company's Register in Vicenza

Art.1 – Object of the Agreement

1.1. The Client appoints the Forwarding Agent, who accepts, without any obligation of exclusivity and/or employment relationship, for the execution on his/its behalf, with or without power of attorney as the case may be, of any carriage contract required for the delivery of the goods according to the specifications contained in the Order, which the Client shall transmit to the Forwarding Agent with a reasonable notice prior to the given delivery date, by means of e-mail and/or fax, and by mentioning places of loading and of unloading of the goods.

1.2. The Appointment shall be explicitly granted with or without power of representation in international transport agreements.

Art.2 - Forwarding Agent's Duties

2.1 Upon acceptance of the Appointment (whether expressed or implied by conduct), the Forwarding Agent undertakes to perform the Appointment in compliance with the instructions received from the Client as mentioned in the Order, acting for the exclusive benefit of the Client with reasonable care.

2.2 Unless otherwise requested in writing by the Client, the carriage contracts which will be executed by the Forwarding Agent shall not derogate to the limitations of liability of the appointed carrier as provided for by the applicable laws with respect to carriage of specific goods as well as by any commercial customary rule, being it understood that the Client shall be duly informed of any applicable legal limitation of liability.

2.3 The Forwarding Agent shall not be obliged to insure the goods to be transported, unless so requested in writing by the Client.

2.4 Should the Forwarding Agent fail to execute the carriage contracts set out in art. 1 pursuant to the provisions of art. 2.1, the Forwarding Agent's liability for such breach of contract shall be limited solely to gross negligence *in eligendo*. The Forwarding Agent shall consequently hold the Client harmless against each and every cost, and expenses, which the Client shall be forced to bear as a consequence thereof. It is understood that the liability of the Forwarding Agent under this art. 2.4 shall in no event exceed the value of the Forwarding Agent's remuneration to be transported under the forwarding agreement. Save for what set out in this clause, the Forwarding Agent shall in no event be liable for loss and damage to the goods or for any other obligation deriving or arising from the carriage contract or for any obligation undertaken by third parties whom the Forwarding Agent has entered into an agreement with on behalf of the Client.

2.5 The Client alone shall take care of the packing of the goods and shall keep and hold the Forwarding Agent harmless from any and every liability relevant to lack of packing as well as to faulty or improper packing of the goods. Likewise, the Client shall be the sole responsible for and shall take care of the stowage, dunnaging, lashing and securing of the goods. If the stowage, dunnaging, lashing and securing of the good is expressly appointed to the carrier by the Client, the Forwarding Agent shall provide the materials needed in accordance with the instructions received from the Client.

2.6 In performing the Appointment the Forwarding Agent shall be entitled, if so expressly authorized by the Client in writing, to appoint on behalf of the Client a specialize custom agent for the performance of customs operations. In any case, the Client warrants and represents that the documentation accompanying the goods is true, complete and without misrepresentations and that the goods are exactly as described therein; comply with applicable laws, are freely exportable/importable and comply with any legal requirements concerning stamps and labels thereof. Furthermore the Client shall provide the Forwarding Agent, in due time, any relevant information, data, custom codes of the goods as well as any necessary documentation which may be requested for the proper conduction and conclusion of the customs operations. Client shall moreover provide the Forwarding Agent in advance with the funding necessary for payment of any due customs duties.

2.7 The Forwarding Agent shall do its best to verify that any appointed carrier complies with delivery dates of the goods as set out by the Client in the Order, being understood that in any case said delivery terms shall be consistent and compatible with speed limits, driving times and rest periods as well as safety rules as provided for by the law.

2.8 The Forwarding Agent is not responsible for the correct performance of the carriage, being liable only for the proper performance of the Appointment.

2.9 Any claim for loss, wrongful delivery, damage or deterioration shall be made by the Client in writing and sent to the Forwarding Agent compulsory in compliance with the terms set out by any applicable regulations, convention and/or law. In such an event and, in any case, upon simple request, the Forwarding Agent shall transfer and assign to the Client any and every right deriving from any contract executed on behalf of the Client, who shall consequently take any action on its own behalf towards the carrier or the responsible for damages.

2.10 The Forwarding Agent undertakes for the entire duration of the Appointment to keep the Client constantly informed of any development or relevant information regarding the performance of the Appointment as set out in art. 1.

2.11 The Forwarding Agent shall inform the Client in due time of the occurrence of any event that might interfere with the regular performance of the carriage by the carrier.

2.12 Without prejudice to any specific instruction given by the Client with the Order and save for the duty of information as set out above, the Forwarding Agent shall act and perform the Appointment with due discretion, with express power to organize – at its sole discretion - the carriage of the goods by *groupage* with other goods and by performing any and every ancillary act and service which are preliminary, instrumental and necessary for the proper performance of the Appointment.

2.13 The Forwarding Agent undertakes no obligation nor responsibility as bailee of the goods to be transported, unless the goods are stored at warehouses or service areas, which are property of the Forwarding Agent, or are left under its exclusive control and at its exclusive disposal.

Art. 3 – Goods and Duties of the Client

3.1 Unless otherwise agreed in writing, the Client shall appoint the Forwarding Agent according to the terms and conditions herein set forth for the execution of carriage contracts of non-hazardous goods, which the Client has legal title over.

3.2 The Client undertakes to provide the Forwarding Agent with any information necessary for the proper performance of the Appointment as set out in Clause 1 with respect to each requested shipment.

3.3 Through the Appointment the Client undertakes not to instruct the Forwarding Agent to do and/or take any action which may constitute a violation of applicable laws, at both national and international level (including, but not limited to, regulations on safety of transport). To this end, the Client hereby undertakes to keep and hold the Forwarding Agent harmless from any and every damage and prejudice that may derive to it as a consequence of the Client's breach hereof.

3.4 Unless otherwise agreed in writing, the Client shall in no event confer to the Forwarding Agent an Appointment for carriages of hazardous or dangerous goods, which may cause damage, harm and prejudice to persons, animals, other goods and properties, or of goods which may be subject to deterioration, nor of goods such as titles, valuables, money, artworks.

3.5 The Forwarding Agent shall in no event be held liable, for whatever reason and cause, in the event of wrongful or inaccurate information received from the Client. Should the Forwarding Agent suffer a pecuniary loss and/or a non-economic damage, of whatever nature and kind, due to wrongful or inaccurate information and declarations received by the Client, the latter shall hold the Forwarding Agent harmless and restore any consequently suffered damage.

3.6 Should specific circumstances on a case by case basis so request, the Forwarding Agent, for the purpose of limitation of potential damages, is hereby authorized by the Client to refuse, store or anyhow dispose of the goods as well as, in the event of danger or abandon of the goods, to destroy them at risk, cost and care of the Client.

Art.4 - Compensation

4.1 The compensation due to the Forwarding Agent shall be agreed by the Parties in relation to any specific Appointment. If no agreement is reached, compensation shall be determined pursuant to the price of the Forwarding Agent in force at the moment of the execution of the contract.

4.2 Unless otherwise agreed in writing, at any time during the performance of the Appointment, the Forwarding Agent shall be entitled to issue an invoice to the Client, which shall contain the specification of the activity carried out by the Forwarding Agent under the Appointment.

4.3 Payment of the compensation shall be effected by means of bank transfer within 30 days from the end of the month of issuance of relevant invoice.

4.4 As set out in art. 2.6, customs duties shall be paid by the Client in advance prior to arrival of the goods at customs. The Forwarding Agent shall be entitled to reimbursement should it bear any customs duty on behalf of the Client.

4.5 Without prejudice to what set out in art. 3.6 of the Terms, the Client undertakes to reimburse to the Forwarding Agent each and every expenses, costs and charges that he shall bear in the event of stops, delayed or omitted collection of the goods by the consignee or delayed or omitted delivery of the goods by the shipper to the carrier.

4.6 In case of failure by the Client to pay the due compensation pursuant to the terms and conditions of this Art. 4, without prejudice to art. 3.6 above, the Forwarding Agent shall be entitled to forthwith terminate the Appointment, by way of a written communication, without need to grant any notice period. It is understood that notwithstanding the above the Forwarding Agent shall still be entitled to claim (i) for interests for the delayed payment pursuant to D.Lgs. 231/02; (ii) for restoration of further damages; and (iii) to retain the goods pursuant to art. 2761 and 2756 Italian Code Civil as well as to seize them up and until full payment of the dues is received by the Forwarding Agent. The Forwarding Agent shall furthermore be entitled, from the date of Client's receipt of the abovementioned termination, to have the goods be stored in whatever condition, including open-air and/or without protection shields, at the Client's exclusive risk and cost.

4.7 An estimation of the total compensation due for the Appointment, including any transport cost, if indicated by the Forwarding Agent to the Client, shall be determined based on specific quotations issued by carriers or of figures indicated in carriers' pricelists. It is therefore understood that the estimated compensation may vary based on specifics of the carriage, contingent weather and sea conditions, adverse issues related to import/export operations of the goods; difficulties during voyage; port issues or any other particular and contingent situation which may occur in international trades.

4.8 The Forwarding Agent shall have the faculty but not the obligation to bear in advance on behalf of the Client freights, duties, costs and expenses, even when the Forwarding Agent has been acting in the name and on behalf of the Client, given the appointment to take care of the clearance of the goods at destination. All sums paid by the Forwarding Agent shall be reimbursed by the Client upon simple request in writing.

Art. 5 - Ancillary Services

With regards to the specific Appointment, the Forwarding Agent will carry out all the ancillary services requested by the execution of carriage on Client's behalf, such as appointing the depositories for entering or transiting goods, logistic operators, loading and unloading Port operators etc. The Forwarding agent will keep informed the Client at first request.

Art. 6 – Fortuituos Event and Force Majeure

6.1 The Forwarding Agent shall not be under any liability to the Client on account of any loss, damage, delay and any breach of contractual obligations caused by fire, flood, strikes, union agitations, insurrection, war-like acts, war, embargoes, acts of God, elements, severe adverse weather conditions, any law, regulation or other order, whether or not valid, enacted or issued by the government, any Public Authority or by Customs Authority, fortuituos event or force majeure or any other cause beyond its reasonable control, provided that such cause could not be foreseen at the time of acceptance of the Appointment.

Art. 7 - Notices

7.1 All notices to be given hereunder to the Forwarding Agent shall be deemed validly made only if made to the following address:

COLUMBIA SRL
Via ISOLA SALONI n. 36/B – 30015 – CHILOGGIA (VE)
fax +39041405276
e-mail: info@columbia-srl.it PEC: columbia.srl@legalmail.it

Art. 8 – Governing Law and Jurisdiction

8.1 The Terms and the Power of Attorney shall be governed and construed in accordance with the laws of Italy.

8.2 Any controversies between the Parties arising out or in connection with this Agreement and relevant to the validity, execution, termination and/or interpretation of this Agreement shall be subject to the jurisdiction and sole venue of the Court of Venice, Italy.

Art. 9 – Miscellanea and Final Disposition

9.1 The Terms and the Order shall not be amended or modified or derogated except in writing signed by the Parties and attached to this Agreement as an Addendum.

9.2 If any provision of the Terms shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations of the Parties shall be construed and enforced accordingly and the validity and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

9.3 Failure by either Party to enforce at any time any of the provisions of the Terms shall not be construed as a waiver of such provisions or of the right of such Party to thereafter enforce

each and every provision herein.

THE CLIENT

The Client further states and declares to expressly approve, for the purposes and to the extent provided for by articles 1341 e 1342 of the Italian Civil Code, the provisions contained in art. 1 (Object of Agreement); 2.1 (Acceptance by conduct); 2.2 – 2.4 – 2.5 – 2.8 – 2.13 – 3.5 (limitation and exclusion of liability); 2.9 (forfeiture and statue of limitation); 2.12 (discretion by Forwarding Agent); 3.6 (authorization to deposit, refuse, dispose, destroy of goods); 4.4 – 4.7 (reimbursement of sums); 4.5 (termination clause; right of retention; restoration of damages); 6 (Force Majeure and Forftuituous Event); 8 (Governing law and Jurisdiction)

The Client
