



## **General Terms and Conditions of Service**

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## 1. GENERAL PROVISIONS

Unless it is explicitly agreed in writing between the parties, these General Terms and Conditions shall govern obligations arising from contracts entered by **LIVO LOGISTICS** as well as obligations arising from acts or facts of its employees or agents. The responsibilities of the parties are defined by these General Conditions.

## 2. DEFINITIONS

For the purposes of the present General Conditions, the terms:

- a. “**LIVO LOGISTICS**” means LIVO LOGISTICS S.R.L., a company duly registered in Italy, its subsidiaries, related companies, agents and/or representatives. It is the party entrusted as a Freight Forwarder with the execution of the contract of carriage, and/or with the performance of one or more ancillary operations;
- b. “Freight Forwarder acting as carrier” means the party entrusted with the forwarding of the goods who also acts as performing carrier or explicitly undertakes obligations as performing carrier;
- c. “**CLIENT**” shall mean the person/entity for which **LIVO LOGISTICS** provides a service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, etc. The **CLIENT** is the party who entrusts **LIVO LOGISTICS** with the execution of a carriage and/or with the performing of one or more ancillary operations. It is the responsibility of the **CLIENT** to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives involved;
- d. “Shipper” means the party appearing as such, or as Consignor, in the contract of carriage entered by **LIVO LOGISTICS**. It can be also the Owner of the Goods;
- e. “Carrier” means the party(ies) that will take care of the actual transportation of the cargo;
- f. “Authority” means a duly constituted legal or administrative person or entity acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport;

*The term “Freight Forwarder” is meant to include also the “Freight Forwarder acting as carrier”, unless any provision should keep the two cases apart. The term “Freight Forwarder acting as carrier” shall only pertain to the meaning specified in the aforementioned letter b).*

## 3. SCOPE OF APPLICATION

Either when acting on his own or when acting on behalf of third parties in the execution of the contract of freight forwarding and/or carriage, the **CLIENT** explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with **LIVO LOGISTICS** and to all the actions and claims against it.

## 4. LIVO LOGISTICS GENERAL RESPONSIBILITIES

**LIVO LOGISTICS** shall exercise reasonable care in the discharge of its obligations including its faculty for the selection and instruction of third parties to provide any services engaged on behalf of the **CLIENT**. Such services and/or instructions may include without limitation, unless otherwise agreed by the parties, consolidation of cargo, groupage or transshipment.

**LIVO LOGISTICS** shall arrange transport and any related services within a reasonable time after receiving the **CLIENT**’s instructions.

If it has reasonable grounds for departing from any of the **CLIENT**’s instructions, **LIVO LOGISTICS** can do so without prior authorization from the **CLIENT** but must act with due regard to the interests of the **CLIENT** and, as soon as possible, inform the **CLIENT** of its actions and any additional charges resulting therefrom.

## 5. NON-ACCEPTABLE GOODS

Unless otherwise previously and explicitly agreed in writing, the **CLIENT** shall not deliver to **LIVO LOGISTICS** or cause **LIVO LOGISTICS** to deal with or handle goods that may be:

- dangerous or potentially liable to cause harm or damage to persons, animals, other cargo or things;
- perishable;
- not packed or non-properly/insufficiently packed;
- valuables, coins, precious goods, works of art.

Dangerous goods include, but are not limited to, the goods classified as dangerous by the IATA, IMO, ICAO regulations or provided by the ADR/RID regulations.

In case the aforementioned goods are entrusted to **LIVO LOGISTICS** without previous agreement, or in case **LIVO LOGISTICS** accepts instructions based on wrong, incomplete or false information about the nature or value of the goods, **LIVO LOGISTICS** shall have the right to terminate the contract or, where necessary, to refuse, deposit or dispose of the goods or even destroy them in case of danger. If any of the above-mentioned events occurs, the **CLIENT** and/or the Shipper shall be held liable for any consequent damage and cost occurred.

## 6. DECLARATIONS AND WARRANTIES BY THE CLIENT AND SHIPPER

The **CLIENT** warrants that it is either the Owner or the authorized agent of the Owner of the goods, and that it is authorized to accept these Conditions and is accepting these Conditions not only for itself but also as agent for and on behalf of the Owner of the Goods.

The **CLIENT** and the Shipper warrant and declare:

- That the shipment has been correctly and accurately described in every document of carriage;
- That the goods declared by **LIVO LOGISTICS** as non-acceptable have been acknowledged as such by the Shipper and that they have not been included in the shipment;
- That the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume and dimension of the packages, lifting and lashing points, center of gravity, stackability and any other relevant information given is true and correct;
- That packing and labeling related to the goods and to the conditions of carriage, are considered as appropriate.

The **CLIENT** and the Shipper further explicitly declare to hold **LIVO LOGISTICS** harmless from any damage, claim or cost at any title arising from:

- The breach of the warranties above mentioned;
- The lack, insufficiency or inadequacy of packing;
- The lack or insufficiency of information regarding necessary cautions to be used in handling and/or lifting the cargo.

In case **LIVO LOGISTICS** undertakes to perform **customs operations**, the **CLIENT** and/or the Shipper, warrant that the documentation related to the goods is authentic, complete and fully regular and that the goods strictly correspond to the description provided, comply with the relevant applicable law, are importable/exportable and are regularly labelled. In addition, the **CLIENT** and/or the Shipper shall give in due time all the information, dates, customs codes, customs entries and classification of the goods, and all the necessary documentation to proceed with the customs operations and formalities.

The **CLIENT** and/or the Shipper authorize **LIVO LOGISTICS** to handle all the data relevant to the shipment, including personal data if necessary, to allow **LIVO LOGISTICS** to handle any necessary administrative and operating issues so to provide the shipment with the best assistance.

## 7. TIME OF DELIVERY

**LIVO LOGISTICS** does not guarantee the delivery of the goods on specific dates or period of time, and therefore cannot be held, in any event, liable for delays in collecting, carrying and/or delivering of any shipment irrespective of the cause of such delays or irrespective of any request by the **CLIENT** for specific terms and time of delivery, even if indicated in the documents of transport.

## 8. QUOTATIONS NOT BINDING

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges are given by **LIVO LOGISTICS** to the **CLIENT** for informational purposes only and are given on the basis of immediate acceptance and may be subject to withdrawal or revision.

Unless otherwise provided in the quotation, **LIVO LOGISTICS** may, after acceptance, revise quotations or charges upon notice in the event of changes beyond its control, including changes in exchange rates, rates of freight, carrier surcharges, or any charges applicable to the goods.

If not referred in the quotation, additional costs arising from operations carried out of the ordinary working hours are excluded, as well as for cargo considered out of gauge for the relevant mode of transport.

**LIVO LOGISTICS** may ask for a lumpsum payment under art. 1740 of the Italian Civil Code and in this case, it will operate as Freight Forwarder and not as Freight Forwarder acting as carrier.

## 9. CUSTOMARY REMUNERATION RECEIVED FROM THIRD PARTIES

**LIVO LOGISTICS** shall be entitled to be paid and retain all brokerages paid by carriers, commissions, documentation allowances, profits on foreign exchange and other remunerations paid by third parties as is customary in

## 10. DELAY OR REFUSAL TO LOAD OR RECEIVE THE CARGO

In the event of a delay or refusal to load or receive the cargo by the Shipper or Consignee, the **CLIENT** and/or the Shipper shall refund and hold **LIVO LOGISTICS** harmless from any sum or cost due, including demurrages for means of transport and equipment, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.

In case of refusal or untraceability of the Consignee, **LIVO LOGISTICS**, if informed about the non-delivery of the goods in due time and if entitled to do so, can adopt the necessary and appropriate measures for the custody of the goods and its return, acting on behalf of the **CLIENT** and/or the Shipper, who are liable in case of total/partial loss or damages to the goods.

## 11. LIABILITIES

11.1 **LIVO LOGISTICS**, as a Freight Forwarder, shall not be liable for the performance of the carriage but solely for the performance of the contract within the limits established by the entrustment upon **LIVO LOGISTICS** and for any possible ancillary obligation.

11.2 The liability of **LIVO LOGISTICS** as a Freight Forwarder acting as carrier related to any damage and claim arising from the operations of shipment and/or carriage, including possible technical stops, shall not exceed the limits of liability provided to **LIVO LOGISTICS** and/or Carrier under the relevant international law applicable to each shipment or under the relevant national law applicable to each carriage or shipment, including Italian law, and in any event the limits of liability cannot exceed the limits granted by the actual carrier. "Technical stop" means the stoppage of the goods in a storage area, or in a warehouse, or in a terminal or in any other recovery area, for any need related to the performance or continuation of the carriage, or in any event related to the needs of storing the goods during the carriage or during stops on the way to delivering the goods to the Carrier or to the Consignee.

## 12. LOSSES OCCURRED DURING UNIDENTIFIED LEG

Whenever it is impossible to identify the leg of the carriage when the damage or the loss occurred, as well as in case of damage or loss occurred during warehousing and/or storage not identifiable as technical stop (including, therefore, the storage granted free of charge or by courtesy) performed by **LIVO LOGISTICS** using his own facilities or performed by his agents, or in case the bailee or the agent could not benefit of the limits of liability during the period of storage and/or handling, the maximum limit of 8,33 SDR/kg shall apply in case of loss or damage to the goods.

### 13. INDIRECT DAMAGES

Irrespective to and in derogation of articles 1223 and following of the Italian Civil Code, **LIVO LOGISTICS** shall never be liable for indirect damages (such as, but not limited to: income losses, loss of profits or damages arising from delays in performing the carriage).

### 14. NO LIABILITY FOR THE SELECTION OR SERVICES OF THIRD PARTIES AND/OR ROUTES

Unless services are performed by persons or firms engaged pursuant to express written instructions from the **CLIENT**, **LIVO LOGISTICS** shall use reasonable care in its selection of third parties, or in selecting the means, routes and procedures to be followed in the handling, transportation, clearance and delivery of the cargo.

Any advice by **LIVO LOGISTICS** that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that **LIVO LOGISTICS** warrants or represents that such person or firm will render such services nor does **LIVO LOGISTICS** assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a cargo is in the custody or control of a third party or the agent of a third party.

All claims in connection with acts of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, **LIVO LOGISTICS** shall reasonably cooperate with the **CLIENT**, which shall be liable for any charges or costs incurred by **LIVO LOGISTICS**.

### 15. CLAIMS

Any claim for loss, wrongful delivery, deterioration and damage must be submitted in writing and sent to **LIVO LOGISTICS** strictly within the deadlines and time-bars under any applicable law as provided by art. 11.

### 16. INSURANCE

Unless requested to do so in writing and confirmed to **CLIENT** in writing, **LIVO LOGISTICS** is under no obligation to procure insurance on **CLIENT**'s behalf, including any insurance of the cargo to be transported.

If empowered by the **CLIENT**, **LIVO LOGISTICS** can enter into a contract of insurance on behalf of the holder of insurable interests, for the coverage of risks of loss or damage to the goods. The costs of the coverage shall be specified in the quotation by **LIVO LOGISTICS**.

Without explicit instructions by the **CLIENT**, the insurance coverage, if required, shall be entered solely for ordinary risks, at the usual conditions of this kind of coverage for whom it may concern as a single shipment or as an open cover. In no cases **LIVO LOGISTICS** can be considered as insurer or coinsurer.

As an alternative, the **CLIENT** can directly provide and insure the shipment and/or the carriage. In this case the relevant insurance policy shall explicitly embody a waiver by the Insurer of his right of recovery against **LIVO LOGISTICS**.

Unless the **CLIENT** has not explicitly instructed **LIVO LOGISTICS** to do so, the latter shall not commence legal proceedings to seek recovery from the Insurer, interrupt time bars, follow developments of the survey. In the above-mentioned case, an additional compensation shall be due by the **CLIENT** to **LIVO LOGISTICS**.

### 17. FORCE MAJEURE

**LIVO LOGISTICS** shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by fortuitous events, by exonerating circumstances as provided by any applicable law as specified under art. 11, and in any event by circumstances out of its control such as, but not limited to:

- a) acts of God;
- b) cases of force majeure such as wars, incidents/deteriorations to means of transport or embargoes, civil commotions or riots;
- c) defects, nature or inherent vice of the goods;

- d) acts, breaches of contract, omissions by the Shipper, by the Consignee or by anyone else who may have an interest in the shipment, by the State Administration, Customs or Postal Authority or any other competent Authority;
- e) strikes, lockouts or work conflicts

## 18. GENERAL LIEN AND RIGHT TO SELL CARGO

All Goods and documents in the possession, custody and control of **LIVO LOGISTICS** or its agents shall be subject to a general lien and right of detention for all sums (including without limitation all costs and charges payable by the **CLIENT**, due to **LIVO LOGISTICS** at any time and from time to time whether in respect of services provided or in respect of such Goods or other goods or otherwise.

If, after written notification, the sums due as aforesaid are not satisfied by the **CLIENT**, **LIVO LOGISTICS** shall be entitled to sell or dispose of the Goods or documents whether by public auction, private treaty or otherwise, and the proceeds of sale shall be applied in satisfaction of firstly, the costs and expenses of the sale or disposal and secondly, the sums due to the Company without any liability whatsoever on the part of **LIVO LOGISTICS** to the **CLIENT**. If the proceeds of sale are insufficient to satisfy all sums due to **LIVO LOGISTICS**, it shall be entitled to recover from the **CLIENT** all sums which remain outstanding.

Notwithstanding the conditions above, when the Goods are liable to perish or deteriorate, **LIVO LOGISTICS**'s right to sell or dispose of the Goods shall arise immediately upon any sum becoming due, subject only to **LIVO LOGISTICS** taking reasonable steps to bring to the **CLIENT**'s attention, its intention of selling or disposing of the Goods before doing so.

**LIVO LOGISTICS** shall have the right to enforce against the **CLIENT** and Owner/Shipper jointly and severally any liability of the **CLIENT** under these conditions or to recover from them any sums to be paid by the **CLIENT** which upon demand have not been paid.

## 19. PAYMENT TERMS

- a) The **CLIENT** shall pay to **LIVO LOGISTICS** by bank transfer in the currency and to the account indicated in the invoices. Payment will be considered received only when credited at **LIVO LOGISTICS**' bank account. Any bank charges shall to be on **CLIENT**'s account.
- b) In case the amounts and retributions due to **LIVO LOGISTICS** shall be paid by the Consignee or by any third parties, the **CLIENT** and/or the Shipper shall still be liable for the immediate payment of the above mentioned amount in case **LIVO LOGISTICS** is not paid immediately and spontaneously by the obliged party.
- c) On all amounts overdue to **LIVO LOGISTICS**, the **CLIENT** shall pay to **LIVO LOGISTICS** a penalty of 5.0% of the amount due, aggravated of interests from the date such amounts are overdue until payment thereof, at the rate of 1.5% per month calculated pro rata day.
- d) Notwithstanding and without prejudice to clause (c) above, if the **CLIENT** fails to pay any sum due to **LIVO LOGISTICS** within five (5) days from the date any such sum is due, **LIVO LOGISTICS** shall be entitled at any time thereafter, by written notice to the **CLIENT**, to declare that:
  - i. all credit terms in respect of all or any part of the services rendered pursuant to these Conditions shall be cancelled, whereupon the same shall be cancelled;
  - ii. all sums payable by the **CLIENT** to **LIVO LOGISTICS** in respect of all or any part of the services rendered pursuant to these conditions have become due and payable, whereupon the same shall immediately or in accordance with the terms of such notice become due and payable;
  - iii. **LIVO LOGISTICS** may at any time execute its right to dispose the cargo as per the general lien conditions.
- e) Any dispute as to the amount or accuracy of any invoice issued by **LIVO LOGISTICS** shall be raised by the **CLIENT** within 30 days from the date of the invoice, failing which, the **CLIENT** is deemed to have conclusively accepted that the invoice is complete and accurate.
- f) Unless otherwise expressly agreed in writing, all invoices rendered by **LIVO LOGISTICS** are payable immediately at sight.

- g) Unless previously agreed by the parties, invoices will be sent to the **CLIENT** by e-mail in pdf format.
- h) Except if referred in quotations, all prices presented by **LIVO LOGISTICS** exclude VAT (value added tax). When applicable, according to the valid legislation, VAT will be added at the time of invoicing.
- i) Unless otherwise agreed, no set-off between amounts due to **LIVO LOGISTICS** and amounts claimed by the **CLIENT** and/or the Shipper will be allowed.

## 20. CANCELATION OF CONFIRMED SERVICES/BOOKINGS

In case the **CLIENT** cancels any confirmed services and/or bookings, all costs to be incurred by **LIVO LOGISTICS** as a result of the cancelation will be due immediately. These costs may include, without limitation, dead freight applied by carriers for booked transports, multiple permits and licenses requested, storage and relocation of any cargo, change of documentation, security and road escort and any other pre-arranged services.

## 21. COSTS OF COLLECTION

In any dispute involving sums unpaid by the **CLIENT**, **LIVO LOGISTICS** shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law.

## 22. SEVERABILITY.

In the event any paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. **LIVO LOGISTICS'** decision to waive any provisions herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

## 23. GOVERNING LAW

Unless otherwise agreed in writing by the parties, these terms and conditions of service and the relationship of the parties shall be ruled according to the laws of the Republic of Italy and any dispute arising out of any act or contract to which these conditions apply, shall be subject to the exclusive jurisdiction of the Italian courts.