

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.

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 centre will be delivered to those centres.

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

7. C.O.D.

C.O.Ds, which apply only for domestic traffic, can be requested by senders by stating exclusively on the transportation document, in a very visible way, the word "COD" followed by the amount in letters or numbers. In case of theft or robbery, the carrier's sole duty is limited to providing both the sender and the receiver, of a copy of the complaint, in order to allow the voidance of the instrument of credit.

8. INSURANCE

The Service Plus Insurance coverage entitles to be refunded for shipments up to a value of €2.500,00 (two thousand and five hundred), with an exemption per shipment for a value equal to € 100,00 (one hundred). For shipments having a value superior to €2.500,00 (two thousand and five hundred) and up to a limit of € 30.000,00 (thirty thousand), a request of specific insurance must be addressed directly to our domestic/international operations departments, keeping in mind that for goods value of up to E. 7.500,00 a fixed exemption amount of E.100,00 and for goods value over E.7.500,00 the existing exemption of 10% with a minimum of E.500,00 for each and every damage eventually occurred during the transportation of the goods.

For goods having a value over euro 30.000,00(thirty thousand) we request that you contact our customer service prior to shipping. In the case of a specific insurance request, the shipper commits to correctly completing the the relevant form provided by Air Express S.a.S., and to provide a copy of the purchase invoice/tax receipt proving the value of the goods object to the request. In the case such form is not properly drawn up and/or returned to the carrier, and/or missing of the characteristics necessary for the insurance coverage (new goods where the value is proven by the invoice/tax receipt) and should the documentation requested by the insurance company for the handling of the file/request not be provided, it will not be possible to stipulate the specific insurance. In the case that the customer uses our software system directly to fill out shipping document, it will not be necessary to complete the paper request form, it will be sufficient to request specific insurance coverage or Service Plus, by completing the specific fields and accepting the conditions herein defined aiming at the regulation of the criteria for the insurance coverage. It is agreed that Air Express S.a.S., being a mere forwarding agent, will refund the eventual damages occurred during the transportation within the limits stated by the Italian civil code, by the Italian laws relevant to shipment and carriage or by the enforceable international Conventions, depending on the territory where the goods were travelling and the transport modalities chosen. By refunding a damage, Air Express s.a.s. takes over any rights of the insured part, up to the sum payed to this latter, towards any third parties who are responsible for such damages.

In case the shipment/transport has been insured directly by the good commissioner, sender, consignee, they commit to keep Air Express s.a.s. safe from any claim of refund, included those claimed by his own insurance agency, for amounts exceeding the limit of compensation established in art. 1696 c.c. art. 423 cod. nav., as well as the Conventions of Aja Visby, Montreal, CMR, Cotif-Cim and their relevant further modifications. The insurance stipulated by Air Express s.a.s. in the name and on behalf of the sender, including the Service Plus Insurance, is given for all the shipments, transports and/or movements and/or stops and any other operations relevant to the agreements stipulated by the insured party, for any kind of goods, with the exception of those that are unacceptable, which are:

- instruments of credit, credit cards, money, ID documents, bonds, stamps
- precious objects, works of art, leathers and furs, tobacco, alcohol, drugs
- live animals, perishable goods and/or goods to be transported under controlled temperatures
- motor vehicles, medicines, tobacco, explosives, chemical or gas material
- airplane, ship and railway tickets, personal goods, used material
- prototypes/samples
- items subject to restrictions by the International Air Transport Association (ICAO) or by International Civil Aviation Organization(ICAO).

Air Express s.a.s. is not bound for damages and losses partially or totally arising from, or for refunds due to the insured party as a consequence of:

- a) acts or omissions made, from the insured party or his collaborators in charge of decisional power, out of fraudulence or negligence and with the knowledge a damage is probably going to arise from such behaviour
- b) infidelity of the insured party's workers, embezzlement, fraud committed by anyone
- c) faults in the packaging or faults occurred during the preparation of the goods unless reservations were made upon consigning the goods
- d) bad stowage both on the transportation means or the containers and the like made before the beginning of the warranty or however under control or care of the sender, the insured party or their workers and/or representatives
- e) internal faults or internal qualities of the goods, spontaneous combustion, fermentation or natural loss
- f) market delays or losses even if arising out of an insured event
- g) insolvency, delay in payments, unfulfilled financial obligations or serious irregularities in the administrative running of the insured party, or the owner, or the hirer, or the manager of the ship
- h) confiscation, expropriation, nationalization, requisition
- i) environment pollution arising from whatever cause
- j) domestic or CEE fiscal or customary claims with regard to administrative or/and financial sanctions, fines, arrears, indemnities and the like inflicted upon the insured party or third parties who act on his behalf or however upon the bound party
- k) damages or losses of the goods transported by ships or airplanes owned by the insured party or hired or however run by him
- l) transportation not yet begun
- m) abandonment of the goods in the event the sender, upon explicit written request of instructions by Air Express S.a.S., has omitted to give them within 30 days
- n) abandonment of the journey in a place different from the one agreed by the transport contract

In like manner, Air Express s.a.s. is not bound to refund damages of the insured party arising from the above occurrences.

Air Express s.a.s. is not bound to refund damages occurred on the following occasions:

- a) war, acts of hostility, civil war, revolution, rebellion, insurrection, revolt, strike, lock out, civil disorders, acts of terrorism or acts made by people out of political motivations, earthquakes, hurricanes, whirlwinds, inundations, floods, volcanic eruptions, nuclear radiations or radioactive contaminations;
- b) capture, arrest, abduction, confiscation, commercial restriction or impediment and their consequences;
- c) violation of smuggling blocks, forbidden or clandestine commerce, activities and traffics;
- d) mines', bombs' and other war devices' explosions;
- e) robbery against Air Express s.a.s. or third parties along the transportation or between stops at the company's or third parties' warehouses.

The insuring warranty is available worldwide with the only exclusion, unless otherwise agreed between the parties, of: Ex URSS, ex Yugoslavia (except Slovenia and Croatia), Africa internal territories (except South Africa, Morocco, Tunisia, Egypt, Kenya), Afghanistan, Albania, China internal territories, Iraq, Iran, Sudan, Cuba, Countries where wars, civil wars, social disorders, embargos are going on at the time the shipment/carriage begins. For shipments addressed to Middle East, Africa, South and Central America Countries, in case the insured party has issued his own transport document, the warranty will be in force only in the event the master bill of lading of the shipping agent states 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

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.

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.

10. UNACCEPTABLE 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.

12. RETENTION

Air Express s.a.s. has the privilege and right of retention of goods and values in its possession, even through third parties, for all claims, expired or about to expire, which is derived from his performance, even if the claim complies benefit other than (or earlier) in the under which Air Express s.a.s. owns the goods or the value. A choice of Air Express s.a.s., the privilege and the retention may be exercised to the detriment of the client, sender, recipient, 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. CROSS REFERENCE

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. 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.

