

GENERAL TERMS AND CONDITIONS FOR THE TRANSPORT OF VEHICLES AND/OR CONTAINERS – ED. 05/2016

COMPANY: the Shipping Company in the name of which this bill of lading has been issued, namely Grandi Navi Veloci S.p.A.

SHIPPER: the person requesting embarkation, the driver or person who delivers the vehicle at the loading port, the sender of the container, who can also be considered a delegate of the consignee at the unloading port.

VEHICLE: includes any wheeled or tracked vehicle, self-propelled or not (articulated vehicles, trailer trucks, semi-trailer trucks, cars, caravans, coaches, etc.).

CONTAINER: includes any container, crate, transportable tank, pallet or wooden base or any other transport equipment used to secure and transport goods.

AFFREIGHTMENT: includes all fees payable to the Company based on the applicable charge and the terms of this bill of lading.

The Company undertakes to transport the vehicles and containers under the following Terms and Conditions – the contents of which the Shipper, having agreed to transport the goods as set out in this document, declares to be fully aware of and to accept – as well as under the terms and conditions stipulated in the applicable legal provisions, unless otherwise provided for in the following contractual regulations.

1. This contract of carriage is valid exclusively for the specified vehicles and/or containers and for the ship, departure date or dates specified therein. The Shipper must diligently store this contract in order to justify the right to transport the goods, and must show it to any ship officer or official of the Company who may request it. The contract is not transferable.
2. **Passage price** The price specified in this contract is calculated on the basis of the charge in force on the date of this contract. The Company reserves the right to increase charges prior to departure, in which case the Shipper must pay the difference prior to embarkation. Alternatively, the Shipper will be entitled to terminate the contract and to reimbursement of the price for the carriage that did not take place, minus the agency commission. The price stated in this contract does not include the provision of food on board, which, in any case, is the responsibility of any drivers/persons accompanying the vehicles embarked, unless otherwise specifically agreed. In addition, the Shipper will bear all expenses, embarkation and disembarkation taxes and fees, stamp duty, etc.
3. **Non-departure** If the Shipper fails to deliver the vehicles and/or containers in time for departure, or if they are not embarked for reasons attributable to the Shipper, the latter will not be entitled to any reimbursement, not even partial, of the price

paid. Instead, the Shipper must finish paying the carriage price if it has not been paid in full.

4. Showing up for embarkation, stowage and disembarkation

- a. Booking confirmation and the Company's acceptance of carriage, even if the latter has received the full amount of payment or part of it, do not imply a commitment for the ship to be ready to receive vehicles and/or containers, nor that the vehicles and/or containers will actually be embarked. Whether or not they are actually embarked depends on the Company's requirements, stowage availability on board, etc., and any other reasons that may prevent travel and/or embarkation. If embarkation should not take place due to reasons attributable to the Company, the latter must only reimburse the amount received and will not be liable for any expenses incurred, stocks, damage sustained (whether direct or indirect), or for any other reason or cause. The Company is also fully entitled to cancel the announced departure, to add or omit ports of call, to start or end the voyage in a port other than the one agreed, to switch the vessel to another route, to replace the planned ship, or to bring forward or delay the departure date. If the planned departure date, which is specified in this contract, is brought forward or delayed by more than ten days, for example if departure is cancelled, the Company will reimburse the Shipper the amount paid. In none of the cases referred to in this article will the Shipper have any right to compensation for damages or reimbursement of expenses of any kind.
- b. All vehicles must be delivered to the loading port no less than four hours before the scheduled time of departure, with all documents (including customs documents) already filled out, as well as the receipted invoice for the carriage price paid. Upon embarkation, the Shipper must deliver the vehicle on board and collect it on board upon disembarkation. Upon embarkation, the Company accepts no responsibility whatsoever prior to delivery on board. Likewise, all liability of the Company will cease upon disembarkation when the Consignee takes the delivery of the vehicles on board.
- c. Vehicle and/or container embarkation operations, including stowage in the assigned place on board, disembarkation operations, as well as the possible transfer of the vehicles and/or containers from the parking place in the loading port to the ship and/or the possible transfer of the vehicles and/or containers from the ship to the parking place in the unloading port are always carried out exclusively by the Shipper/Consignee, at its own expense and risk, even if such operations are carried out by shipboard

personnel and/or by port companies and/or using the Company's tractor. Such personnel, including the driver of the tractor, are considered employees of the Shipper/Consignee for the purposes of the above-mentioned operations. The Shipper and the Consignee are therefore unconditionally liable for any damage caused to the vehicle and/or container, to the goods contained therein, to the ship and/or to third parties while transferring the vehicle and/or container onto and off the ship, embarkation, stowage, unstowing and disembarkation.

- d. If the vehicles and/or containers are not promptly collected upon arrival, the Company will arrange (also at the expense and responsibility of the Shipper and Consignee) for the vehicle and/or container to be placed on the ground, and it will only be delivered once all expenses and ancillary charges due for carriage and ancillary operations have been reimbursed. It is understood that the Company will not be liable in any way for any damage to and/or shortcomings on the vehicles and/or containers ashore, after disembarkation from the ship and while waiting for pickup due to the Consignee's failure to promptly take delivery of them.
5. Stowage and/or lashing Prior to embarkation, the Shipper must arrange for the load to be stowed and lashed on the vehicle or inside the Container, at his own expense and risk, and for the vehicle and/or Container to be closed, covered and sealed. Under no circumstances will the Company be liable for any loss and/or damage to the load and/or the vehicle/container due to a lack of, unsuitable or inadequate lashing, closure or covering or due to overloading the vehicle/container. It is also agreed that overloaded vehicles will travel at the sole risk and peril of the Shipper. Likewise, the Company will not be liable in any way for any loss and/or damage resulting from any other cause and/or caused to the vehicle or container specified herein and/or to the goods contained in it/them by any other vehicle or container embarked on board the same ship. It is understood that if the cargo is damaged due to the Shipper's conduct or fault, the expenses incurred to restore the cargo to its original condition and any other necessary expenses will be borne by the party entitled to redelivery, even if they were paid in advance by the Company for safety reasons.
6. Carriage of hazardous goods Hazardous goods are subject to the safety regulations set out by the Italian Ministry of Infrastructure and Transport and by the International Maritime Dangerous Goods Code (IMDG) adopted by the International Maritime Organisation (IMO), respectively by Executive Decree No. 36/2004 and Resolution A.581 (14), as amended. The hazardous goods allowed for carriage are those listed in the IMDG Code and/or in the national regulations in force. Prior to embarkation, the Shipper must inform the Company and/or its

agents as to whether any hazardous goods are present on board the vehicle/container. The embarkation and carriage of vehicles/containers containing hazardous goods will be granted within the limits of the relevant legal provisions in force and must be accepted from time to time in writing by the Company, which has the right to accept the carriage, taking into consideration the type of ship used for the service, on the basis of a certificate of compliance for the carriage of hazardous goods, which must be submitted to the ship. Should the Shipper fail to inform the Company, the Shipper will be liable to an unlimited extent for any and all consequences arising from this omission, in both civil and criminal proceedings, against the Company and third parties.

7. Liability of the carrier

- a. It is agreed that neither the Company nor the ship will be held liable for any accidents that may occur on board the ship if they are attributable to force majeure or, in any case, if they are due to:
 - 1. shipwreck, collision or stranding, even if due to nautical fault or to the fault of the Captain, crew, pilot or other employees or officers in charge of the ship's administration;
 - 2. fire;
 - 3. peril of the sea, hazards or accidents at sea and in other navigable waters;
 - 4. act of God;
 - 5. acts of war or piracy;
 - 6. acts of public enemies (including sabotage and vandalism);
 - 7. abduction of or restrictions imposed on princes, rulers or people, or seizure;
 - 8. quarantine restrictions;
 - 9. strikes, lockouts, work stoppages or slowdowns of any kind, whatever their cause, whether partial or general;
 - 10. uprisings, upheaval or civil wars;
 - 11. rescue or attempt to save lives;
 - 12. hidden defects that cannot be discovered with due diligence;
 - 13. any other cause not due to negligence and/or personal fault of the Carrier and, in any case, not attributable to the conduct, omission

or negligence of the agents and/or employees of the Shipowner or the persons in charge.

- b. The declarations of the Shipper or, in any case, knowledge of the quality, weight, value and/or conditions of the vehicle/container and/or its load, or its unreserved embarkation, cannot be enforced against the Company and do not imply recognition or liability on its part. Without prejudice to the exclusions of liability listed above, the vehicles (meaning both the lorry and the trailer), the containers, the goods and any other objects contained therein are considered, contractually and for all legal purposes, as a single cargo unit, which is accepted without declaration of value. Consequently, the Company's liability as carrier may not exceed the limits set out in article 423 of the Italian Navigation Code.
- 8. Loading above and below deck The Company is fully entitled to load vehicles (lorries with trailer, articulated lorries, tractor units only, trailers only, semi-trailer trucks, cars, caravans, coaches, operating machinery, etc.) and containers, both above and below deck, at its sole discretion. All risks of loss and/or damage to the vehicles and containers transported above deck, as well as to any goods carried on them, will be borne by the Shipper and/or owner of the vehicle.
- 9. Refrigerator Clause Refrigerated vehicles must comply with safety standards set out by the Italian Merchant Navy Ministry and the RINA (Italian Naval Registry), which prohibit the use of vehicle energy sources on board. At the request of the Shipper, made at the time of booking, and subject to the availability of power outlets, the Ship may allow connection to the on-board electric circuit (alternating current at 380/440 Volt, 50/60 periods), provided that the vehicle is equipped with the special explosion-proof switch type Antidef approved by the competent authorities. Connection is allowed at the risk and responsibility of the Shipper, also towards third parties, excluding any liability of the Carrier and of the ship, due to power failure and/or interruption, power surges, and due to any defect or fault in the ship's electricity generation and distribution system, even if attributable to employees. Power supply will be refused and interrupted should the motor of the refrigerated vehicle produce sparks during operation.
- 10. Obligations of the Shipper
 - a. Vehicles must be left on board with the doors unlocked and the key in the ignition. Drivers and/or any accompanying persons are not allowed to access the vehicles during the journey.
 - b. The Loader and any drivers accompanying the vehicles are required to comply with the regulations and requirements of both Italian and foreign Maritime, Port, Health, Customs, Public Safety and Police Authorities.

They will therefore be held liable for any violation both towards the competent Authorities and towards the Shipowner, who will have the right to file a claim against them for all damages and expenses, including fines and penalties of any kind, which may arise as a result of this violation.

- c. in the event of an emergency, drivers/accompanying persons must make themselves available to the Captain and must carry out the orders and instructions they receive in a disciplined manner. During navigation, it is strictly forbidden for drivers/accompanying persons to enter the cargo area and other service areas.

11. General average General average will be regulated according to the York Antwerp Rules (YAR) of 1950/1974. Before collecting the goods, the consignees must sign the “Lloyd’s Average Bond” and pay, as a provisional deposit, the amount established by the Shipowner as a guarantee of full payment and as a condition for taking delivery of the goods. The deposits referred to in Rule XXII of the aforementioned rules will have to be made in Genoa, paid into a special account in the joint names of two trustees, namely the Shipowner and a representative nominated by the persons interested in the cargo, at a bank mutually agreed upon by the Shipowner and the above-mentioned representative of the persons interested in the cargo. For this purpose, in the various goods unloading ports, the deposits will be cashed in by the Agents of the Shipowner, who will immediately transfer them to Genoa. The settlement of the general average will take place amicably in Genoa, whatever the destination of the embarked goods, and will be compiled by a liquidator who will be appointed by the Shipowner. The depositories waive all objections and undertake to pay the amount that will be definitively established in the General Average Rules based on the value of the loaded goods.

12. Court of jurisdiction All disputes that may arise regarding the interpretation and fulfilment of the contract set out in this bill of lading must be brought before the Court of Genoa, expressly waiving the jurisdiction of any other Judicial authority, even in the event of a connected lawsuit, and Italian law will be applied without exception.