

D - GENERAL TERMS

1) SCOPE: these General Terms and the other Terms (Tariff lists, etc.) apply to all contractual relations whereby the Customer (Principal) entrusts transport assignments to Artoni Trasporti S.p.A. (Carrier), during the period of validity and duration of the contract itself as per the Administrative/Contractual Terms, following the expiry date if the parties have not established a new tariff agreement as well as for shipments taxed at list prices if the effects of this tariff agreement have ceased. The Federcorrieri Terms applied by Italian Carriers and Forwarding Agents, filed with all the Chambers of Commerce Industry Agriculture and Handicrafts on 7.1.97 and which are incorporated herein as being fully transcribed, shall also apply to any other matters not specifically provided for herein. Should there be differences between these General Terms and those of Federcorrieri, the former shall prevail. The parties specifically exclude the applicability of regulations concerning goods held in deposit in all cases in which the Principal entrusts the Carrier with goods to transport, since holding in deposit is only an accessory phase and secondary to actual transport, this with particular reference to periods in which the goods are stationed in the Carrier's warehouses even when requested by the Principal itself. To provide certain evidence of the intention of the parties to draw up a valid contract written in accordance with the provisions established by Legislative Decree D.Lgs. 286/05, the essential aspects as of art. 6 of the aforementioned legislative decree are given below: a) Carrier's name and headquarters: Artoni Trasporti S.p.A., registered offices in Reggio Emilia, v. Romaniaa No. 22 - Principal's name and headquarters: as indicated in the contract signed by the parties; b) number with which the Carrier is registered with the Italian Register of hauliers of goods on behalf of third parties: RE 4506624E; c) type and quantity of goods: as indicated in the transport document, delivery note or other written document, which will be provided for each transport assignment; d) payment of the transport service and terms of payment: as indicated in the attached price list, e) places in which the Carrier picks up the goods and redelivers them to the consignee: as indicated in the transport document or other written document, which will be provided for each transport assignment; e bis) maximum time to wait for transported goods to be loaded and unloaded: 1 hour for each service

2) DURATION/RIGHT OF WITHDRAWAL AND EXPRESS RESOLUTORY CLAUSE/SUSPENSION OF SERVICE: This agreement will run from the date on which it is signed until 31 December of the same year. Upon expiry, the agreement will be considered as tacitly renewed each year unless cancelled, prior notice of which can be notified at any time and by both parties, also via fax, at least 15 days before the date on which cancellation is to take effect. In accordance with art. 1456 of the Civil Code, the parties hereby agree that this agreement will terminate pursuant to law when the Principal has been notified of cancellation by the carrier in writing, also via fax, in the event of non-payment at the agreed due-date of even only one monthly invoice, if the Principal is subjected to any sort of insolvency proceedings or liquidation, or if the goods to be transported fail to conform to the laws in force.

The carrier will be entitled to discontinue the service; in this case, the length of time the service will remain discontinued will be notified at least 15 days before it begins, and will in any case appear in the website www.artoni.com.

3) CASH ON DELIVERY/LIABILITY: to allow the Carrier to immediately recognize a cash on delivery authorization concerning a transport assignment, it is essential for the authorization to be clearly and unequivocally expressed in writing on the transport document near the data required by the Carrier with the words CASH ON DELIVERY, followed by the amount in Euros written in numbers and letters, the instructions for collection, issued and made out in the English language and indicated by application on the transport document of a sticker bearing the words CASH ON DELIVERY provided by the Carrier. Failure of the sender to comply with even only one of the required indications will exempt the Carrier from all liability concerning the authorization it has received. The Carrier will perform the tasks pertaining to the collect authorization with normal due diligence and is not obliged to inform the Principal that collection has been performed. The collected instruments of credit will be remitted within the time normally required for their remittance. The Carrier shall not be liable for the loss of credit instruments issued to the bearer, blank endorsed or negotiable by anyone, while if cheques made out to the account payee only are lost, the Carrier will be solely obliged to report the matter so that the procedure established by arts. 73 and 86 of the Law governing Cheques can be activated. Receipt without reservation by the Principal of the credit instruments collected by the Carrier implies approval, even when the Carrier has departed from the instructions or has exceeded the limits of the authorization. In any case, the Carrier is entitled to collect banker's cheques in the absence of specific instructions from the sender as to the collection formalities. The Carrier is exempt from liability in the case of errors and/or omissions in cash payments for shipments whose billing derives from electronic databases provided by the sender.

4) RIGHT OF RETENTION: the parties take note of the fact that, as per arts. 2756/2761 of the Civil Code and art. 23 of the Federcorrieri Terms, the relationship established by this contract is a single obligational relationship thus, in order to cover all the sums it is owed for having fulfilled the tasks it has been assigned, even when already accomplished, the Carrier may exercise its right of retention over the items it holds (goods, cash on delivery payments, pallets, etc.).

5) GENERAL PROVISIONS CONCERNING DELIVERY TIMES: the delivery times (reconsignment to the consignee) are those normally required for a transport task, taking into account the distance to cover, the road conditions and traffic situations, unexpected occurrences and all other circumstances that could normally affect the time required for transport. Consequently, the delivery times provided by the Carrier must be considered purely indicative. Unilateral indications given by the sender on the transport document as to delivery times, dates or times of day concerning the assignment will be in no way binding for the Carrier. The Carrier undertakes no contractual liability with regard to delivery times, whether they have been given by the Carrier itself or indicated unilaterally by the sender, thus failure to comply with such delivery times will not lead to any consequence of a legal nature at the Carrier's charge. In particular, the Carrier may not be held liable for direct or indirect damages (e.g. loss of income, loss of goodwill or customer loss) of any kind or however they may have been caused, sustained by the Principal through failure to comply with the delivery terms or times established unilaterally by the sender, this regardless of whether the Carrier was or was not aware of the possibility of such damages occurring. This article applies to all types of services offered by the Carrier, including pickup orders. The Carrier reserves the right to refuse certain pickup orders.

6) DELIVERY TIMES OF ARTONI URGENT SERVICES/MANDATORY/BOOKED AT THE OUTSET DELIVERIES: without prejudice to the matters established by the previous article, the service will be understood as having been rendered according to the ordinary terms and times should the Carrier fail to comply with the delivery times indicated for the Artoni Urgent Service and for Mandatory/Booked at the Outset Deliveries, and the Customer will not be obliged to pay the surcharge.

7) ASSIGNMENT/PICK-UP/MODIFICATION/DELIVERY IMPLEMENTATION METHODS: the Principal is obliged to provide, on the transport document, full instructions able to ensure that the service is rendered in the exact way as well as any customs regulations applicable, and must attach all the necessary documentation. The Carrier renders the service on the basis of the transport document even when not issued by the Principal, and not the pick-up order. Under penalty of nullity and/or inefficacy, instructions given by the Principal on the pick-up order must also be indicated on the transport document. Part or the entire transport assignment will be performed by sub-contract carriers. As of now, the Carrier will not accept assignments whereby goods are to be held in deposit "until our approval"; such goods will only be accepted as held for collection. If the requested alteration is still possible, the Principal is entitled to modify the transport assignment implementation methods and cash on delivery authorization formalities by notifying the Carrier immediately via fax. The Carrier shall not be liable if the fax is sent erroneously or is forged or counterfeited by third parties or, in any case, if the fax contains indications that fail to correspond to the sender's intentions. The Carrier will deliver to the destination indicated in the transport document and the goods will be validly received by whoever is there.

8) CARRIER'S LIABILITY: transport within Italy is undertaken according to the law, by applying arts. 1693, 1st sub-section, 1694 and 1696 of the Civil Code, while Artoni Europe transport assignments are compensated according to the CMR Convention. The compensable limits in the case of harmful events deriving from the Carrier's liability not only for loss and damage to the goods, but for all cases involving the Carrier's direct or indirect liability excepted are established by art. 1696 of the Civil Code, for each kg of gross weight, as a maximum 1 (one) Euro for transport in Italy and a maximum 8.33 (eight-point-thirty-three) special drawing rights for transports abroad. The Carrier will therefore be liable solely within the limits indicated in this article, for all direct or indirect damages of whichever kind and however they may have been caused, sustained by the Principal through loss or damage to the transported goods, this also regardless of whether the Carrier was or was not aware of the possibility of such damages occurring. Should the Principal be unsatisfied as to the compensable limits above and has not already taken out insurance coverage on its own behalf, it undertakes to assign the task of arranging for insurance coverage to the Carrier. In order to allow the damages to be quantified, the Principal undertakes to provide the Carrier with the necessary documentation (1. copy of the original invoice made out to the consignee; 2. copy of the credit note for refund and/or transport document issued after the damage) and, should the Principal fail to provide such documentation within one year from the event, it will be liable for the Carrier's possible loss of the rights concerning the damages. The Principal must keep the damaged goods at the Carrier's disposal for the necessary assessments, and may not dispose of these goods before the damages issue has been defined unless such action is authorized by the Carrier; accordingly, if the damaged goods are on the consignee's premises, the Principal undertakes, as per art. 1381 of the Civil Code, to ensure that they are equally kept at the Carrier's disposal. The Principal hereby assures the Carrier that the insurance companies with which it has taken out insurance policies for the goods on its own behalf will waive their right to request compensation from the Carrier itself, without prejudice to the provisions established by art. 1696 of the Civil Code. The Principal is obliged to check the variation in weight of the damaged goods within 5 days from having been notified of irregularities, in which case cross-verification will proceed; otherwise the weight is considered definitive. The Carrier is only obliged to consider the specific and certain reservations expressed by the consignee and is therefore relieved from liability in the presence of generic reservations. The Carrier is not obliged to check the number of packages in sealed pallets even if indicated in the transport document and the assignment will thus be understood as undertaken for the same number of loading units as the sealed pallets. The absolute fitness of the packaging used for the transported goods, which must conform to the best technique and experience, use of the Principal's customized tape for sealing the packages and the clearly visible indication on the packaging of any characteristics of the goods themselves that could facilitate hidden damage (e.g. "fragile goods", etc.), are essential conditions for determining the compensability of hidden damage. The parties also agree that the intentment established by art. 1693, 2nd sub-section of the Civil Code whereby the Carrier is entitled to object to packaging defects even after the goods have been picked up, shall not be applicable. In any case, the burden of proving that the hidden damage was caused by transport is at the Principal's charge. In the case of mis-sorting, the Carrier declines all liability for the successive handling of packages performed by those who received them by mistake, especially if delivered abroad. Domestic law will always apply in all cases in which the Carrier is entrusted with domestic transport, even if such transport comes from or continues abroad.

9) PROOF OF DELIVERY: the Carrier is only obliged to provide proof of delivery if requested by the sender within one year from the date of transport. Such documents will be charged as indicated in point 10 of Fees for Additional Services. The Carrier will provide a copy, and not the original document attesting to proof of delivery.

10) POSTAGE DUES FOR PARCELS AND ENVELOPES: at the Principal's charge.

11) RETURNABLE PALLETS: the pallets used by the sender are considered an integral part of the packaging to all effects and are thus the exclusive property of the consignee. The relative tare is included for the purposes of establishing the taxable weight of the shipment. The Carrier will only deal with pallet returns when the contract specifies the relative deductibles and when the sender clearly and unequivocally specifies PALLETS TO RETURN TO CARRIER ON CONSIGNMENT on the transport document. The pallets must be marked EPAL. Consequently, the Carrier will not be liable for pallets without the EPAL mark. If the consignee delays in preparing the returnable pallets or fails to consign the pallets to the Carrier within the time required to complete the unloading operations, their number will be subtracted from the total number of pallets to be returned to the sender (the indication on the Carrier's transport document will be considered valid); in this case, the sender may only claim against the consignee. The Carrier is not liable for damage to the pallets unless gross negligence is involved. The Carrier is, however, exonerated from all liability concerning damage attributable to the consignee; to this end, the Carrier may make note on the transport document of all damage to the returned pallets. Management of returnable pallets does not extend to the Europe service.

12) CUSTOMS AND PRACTICES: for all matters not explicitly indicated herein, reference should be made to the customs and practices of the collective consignment service sector, as given in the Federcorrieri General Terms and Rights and Tariffs.

13) FORTUITOUS EVENTS: in accordance with art. 1694 of the Civil Code, theft, robbery, looting, strikes, lock-outs, riots, terrorist acts, piracy, fire outbreaks, disasters and impracticable roads are considered fortuitous events or cases of force majeure.

14) CARRIER'S REFUSAL TO TRANSPORT CERTAIN GOODS/TRANSPORT TO TRADE FAIRS/MEDICINAL PRODUCTS/INSPECTION: as of now, the Carrier hereby declares that it will refuse to accept the following products: valuables, securities, paintings, antiques and so forth, since they cannot be covered by cargo liability insurance, - perishable products - ADR goods - goods for which transport is prohibited by law, such as weapons, revenue stamps, tobacco products, etc. Goods for transport to Trade Fairs, Shows and Exhibitions, etc., are only accepted if agreed beforehand with the Carrier and only if the necessary additional information, such as the required delivery date, stand number, person to contact and his/her telephone number are indicated on the transport document, without prejudice to the provisions established by art. 5. Medicinal products may only be accepted if their storage temperature need not be controlled. The Principal takes note of the fact that all the goods entrusted to the Carrier will be transported by this latter together with other products and exonerates the Carrier and undertakes to hold it harmless from all liability deriving from unacceptable goods as per this article, having been entrusted to it. Moreover, the Carrier will in no way be obliged to check whether the goods with which it has been entrusted fall within the unacceptable categories of goods or not.

15) TARIFFS/DELAYED PAYMENT: the Principal undertakes to pay the Carrier the amount established by this agreement in the Freight rates for the tasks it has been assigned, in accordance with the Additional Terms and by the Fees for Additional Services. Pursuant to the provisions established by art. 83 bis of Law 133/2008 and successive amendments, the parties mutually agree that the aforementioned tariffs have been established in compliance with the matters envisaged by the pertinent laws with regard to the minimum operating costs able to guarantee compliance with the safety parameters required by law. Moreover, the parties, as they implement their freedom of contract and considering that when the actual agreement is concluded there is no way of knowing which vehicles will actually transport the goods, agree and draw attention to the fact that the part of the payment corresponding to the cost of fuel is also unknown. The price is calculated on the basis of the weight and/or volume of the goods, as ascertained by the Carrier, without considering what is indicated on the transport document. The Principal will be notified in the monthly invoice of the weight and/or volume ascertained by the Carrier. The Carrier must be notified of any disputes concerning the monthly invoice within the relative due date, under penalty of invalidation. If the contract is cancelled, the Principal will automatically forfeit the term benefit for the payable invoices. In accordance with art. 1252 of the Civil Code, the Carrier is authorized to offset the cash on delivery payments due to the Principal with the receivables this latter owes. Should the Principal fail to fulfil the payments at the agreed due dates, it will be automatically placed in default and will be obliged to reimburse the Carrier for all the expenses it sustains in order to collect the debt, as well as the interest indicated in the contract.

16) FUEL SURCHARGE: the rates pertaining to this offer will be liable to monthly variations to the sole transport items, by virtue of the percentage given in the attached price list, section A-Additional Terms, point 15-"Fixed Fuel Surcharge %", at a fixed rate, and point 14-"Fuel Surcharge Monthly % Variation" for each percentage point of increase/decrease in the average monthly consumer price of diesel fuel given by the official site of the Ministry of Economic Development, with respect to the "average reference price" of this tariff offer, which is indicated in the attached price list, section A-Additional Terms, point 13-"Index-linked Fuel cost reference". Consult the "Fuel Surcharge" item in our website www.artoni.com for further details about the "reference price" table and the fuel surcharge application method.

17) ISTAT (NATIONAL INSTITUTE OF STATISTICS): The parties also agree that the tariffs pertaining to this agreement will in any case be increased annually to the maximum extent allowed by law, on the basis of the absolute variance in consumer price indices for the families of workers and employees assessed by ISTAT for the previous year.

18) HACCP: Artoni Trasporti S.p.A. possesses Self-monitoring documentation pertinent to transporting food products for human and animal nutrition that are exclusively non-perishable and not subject to controlled temperature which, in accordance with the provisions established by EC Regulation No. 183/2005 - Feed Hygiene and EC Regulation No. 852/2004 - Hygiene of Foodstuffs, provides a means able to ensure that the transport process is controlled through application of the HACCP System (Hazard Analysis Critical Control Point). The transported food products are intended for both human and animal nutrition and all fall under the "NON-PERISHABLE" category (food products to be kept at non-controlled room temperature). To avoid all risk of the products being contaminated or dirtied when transported, they must be prepacked and provided with primary and secondary packaging fit for the type of goods in question. The Principal guarantees compliance with the traceability obligations for food products and feeds (EC Regulation No. 178/02 and 183/05) as established in the Guidelines of the State-Regions Agreement, declares that it processes the required data first hand and that it is able to promptly place such data at the disposal of the competent Authorities. The personnel who deal with the sorting and transport tasks do not come into contact with food products or feeds unless accidents occur. In this case, the product is segregated and the Customer informed about the occurrence. With regard to food products and feeds, the Principal also takes note of the fact that all the goods will be transported by the Carrier together with other products and exonerates the Carrier and undertakes to hold it harmless from all liability. Food products without secondary packaging, perishable goods and visibly damaged food products will not be accepted.

The Artoni personnel may check at any time to make sure that the goods to be transported and that plain tape has not been used; if this is not the case, it may apply "received with reservation" to each copy of the transport document without prejudice to the fact that, even in the absence of this condition, the Carrier can in no way be held liable for the transport of inadequately packaged goods.
19) JURISDICTION AND VENUE: All disputes as may arise concerning this contract for the carriage of goods are the sole competence of the Court of Reggio Emilia.

PRIVACY STATEMENT. INFORMATION ABOUT THE PROCESSING OF PERSONAL DATA AND CONSENT FOR THE USE, NOTIFICATION AND DISSEMINATION OF SUCH DATA

In accordance with art.13 of Legislative Decree D.lgs. 196/03, Artoni S.p.A. hereby provides the following information.

A. Purposes of data processing. Your personal data and/or those about your company, as well as other information such as direct debit data and bank current account details are acquired in order to fulfil obligations concerning the business activities of our enterprise, i.e.:

1 Mandatory obligations: permitting us to fulfil our contractual obligations with the party concerned, obligations imposed by civil and tax law, to provide after-sales assistance and conduct customer care assessments. 2 Voluntary formalities: relating to business information, market research, forwarding of advertising material.

B. Data processing and storage methods. The data may be processed with or without the aid of electronic or automated means but always with instruments able to ensure their safety and confidentiality. In accordance with the rights and terms established by Legislative Decree D.Lgs 196/03 (acquisition method and requirements of the personal data), the processing methods will include all the operations or group of operations envisaged by the Law as well as dissemination within the scope of the matters indicated in this privacy statement. All the documentation you provide during your relations with our company is kept by us for the time required by the civil and tax laws. The documentation containing your personal data may be destroyed by means of the normal municipal waste disposal service.

C. Right to process the data and effects of your refusal. Data processing for the purposes indicated in point A.1 is obligatory and essential for fulfilling orders and for contracts, while it is facultative for the purposes indicated in point A.2. This means that fulfilment of contractual obligations will be affected by your refusal.

D. Notification and dissemination of the data. The aforementioned data may be notified and disseminated: in the cases established by law, to our sales network, to law firms, to banks for the purpose of managing proceeds and payments deriving from the performance of contracts, to debt collection companies, to companies that manage databanks for commercial information, to external entities that perform specific tasks on behalf of Artoni Trasporti S.p.A. in relation to corporate, accounting and fiscal obligations, to parties charged with auditing the financial statements of our company, to Public Authorities or Administrations for the obligations established by law, to third parties for the supply of computer or record-keeping services; the data may be notified for the same purposes as indicated above, to the subsidiary companies and/or affiliates of Artoni Trasporti S.p.A. The data are liable to dissemination in an aggregate, anonymous way and for statistical purposes.

E. Data Controller. The data controller is ARTONI TRASPORTI S.P.A. in the person of its Legal Representative pro-tempore.

F. Rights of the party concerned. Art. 7 of Legislative Decree D.Lgs. 196/03 grants specific rights to data subjects including the right to obtain confirmation as to whether their personal data exist or not and communication of their data in an intelligible form; data subjects are also entitled to be informed as to the source of their data as well as the logic and purposes on which the data processing is based, to have unlawfully processed data cancelled, converted into an anonymous form or blocked, to have their data updated, corrected or, if necessary, integrated and to object, for legitimate reasons, to having their data processed.

G. by undersigning this agreement, the customer explicitly authorizes communications of a commercial and corporate nature from the Artoni group to be sent to the e-mail address known by the Artoni group itself.

KEY

4 A-ADDITIONAL TERMS: The volume will be calculated of packages or goods that are irregular in shape or when nothing can be stacked on them.

7 INCOMING GOODS SURCHARGE: the surcharge percentage will be calculated on freight basis (city+province).

8 CASH ON DELIVERY: Consult point 3 of the General Terms.

9 URGENT ARTONI SURCHARGE: if the service is requested, it applies to priority date shipments the indicative delivery times of which are available for consultation in Artoni On Line. The surcharge percentage is calculated on freight basis (city+province).

11 SHIPMENT TO HIGHLY BUILT-UP CHIEF CITIES: concerns solely carriage free shipments to BA, BO, BS, CT, FG, FI, GE, MI, NA, PA, PD, RM, TO, TS, VI, VR.

12 TRIANGULATION: shipments departing from localities differing from the Customer's usual ones and not directed to this latter: the established surcharge will be applied to the normal Customer locality - destination locality quotation.

14 SURCHARGE FOR MANDATORY/BOOKED AT THE OUTSET DELIVERIES: applies to shipments with delivery date indicated at the outset by the Customer on the transport document. This date cannot be prior to the time envisaged by our personnel and specific times of day for delivery cannot be requested, merely the date. If the delivery date established by the sender involves a shorter stopover for the goods than the time between the day of delivery envisaged by our personnel for a given destination plus 6 calendar days, this stopover will be considered service time. If, on the other hand, the delivery date established by the sender involves a longer stopover for the goods than the time between the day of delivery envisaged by our personnel for a given destination plus 6 calendar days, the surcharge indicated in points B1.a and B1.b of this contract will be applied. In neither case will the Customer receive notice of undelivered goods in relation to the agreed delivery date. If the consignee is a Large-Scale Retailer/Supermarket, this charge will not be applied since it will have already been included in the surcharge applied to deliveries to Large-Scale Retailers in point B8 of this contract.

B-FEES FOR ADDITIONAL SERVICES

1 UNDELIVERED GOODS CHARGE: Goods that have not been delivered (notice left) owing to the absence of the consignee, will remain at the disposal of this latter in our operations centre for a further 24 hours without additional charge. If, within the same 24-hour period, the consignee requests redelivery, this will be performed without activating the undelivered goods procedure. Redelivery will not be charged if the actual weight of the shipment in question is 30 kg or less. If the effective weight exceeds 30 kg, redelivery will be charged according to the terms established in points B1.d and B1.e of the contract. Shipments held in deposit for collection remain at the consignee's disposal in our operations centres for 48 hours without additional charge; the undelivered goods procedure will be activated after this term. Once 15 days have elapsed from undelivered goods notification without having received your instructions as to clearance, we will consider ourselves tacitly authorized to send back the undelivered goods with fees and expenses at your charge.

2 DISADVANTAGED LOCALITIES: the list is available in AOL or can be supplied to the Customer on request.

8 DELIVERIES TO LARGE-SCALE RETAIL OUTLETS: the surcharge percentage will be calculated on freight basis (city+province). If the delivery date established by the sender involves a shorter stopover for the goods than the time between the day of delivery envisaged by our personnel for a given destination plus 6 calendar days, this stopover will be considered service time. If, on the other hand, the delivery date established by the sender involves a longer stopover for the goods than the time between the day of delivery envisaged by our personnel for a given destination plus 6 calendar days, the surcharge indicated in points B1.a and B1.b of this contract will be applied. In neither case will the Customer receive notice of undelivered goods in relation to the agreed delivery date. If the Customer asks for the Consignee to be notified for the purposes of agreeing to a delivery date and the agreed delivery date involves a shorter stopover for the goods than the time between the day of delivery envisaged by our personnel for a given destination plus 6 calendar days, this stopover will be considered service time and no notice of undelivered goods will be sent to the Customer in relation to the agreed delivery date. If, on the other hand, the delivery date established by the consignee involves a longer stopover for the goods than the time between the day of delivery envisaged by our personnel for a given destination plus 6 calendar days, the Customer will be informed by activation of an undelivered goods report and the relative surcharge will be applied, as indicated in point B1 of this contract.

9 PHONE NOTIFICATION: a surcharge is applied when the Customer asks for the Consignee to be notified of shipment or the sender in the case of collection. If the delivery date arranged with the consignee involves a stopover of less than 3 working days from the time at which the phone call is made, this stopover is considered service time and no notification of undelivered goods will be sent to the Customer in relation to the agreed delivery date. If, on the other hand, the delivery date established by the consignee involves a longer stopover than 3 working days from the date on which the phone call is made, the Customer will be informed by activation of an undelivered goods report and the relative surcharge established in point B1 of this contract will be applied. If the Consignee is a Large-Scale Retail outlet, the aforementioned 3-day term will be extended to the period that runs between the days of delivery envisaged by our personnel for a given destination plus 6 calendar days, as explained in detail in point B8.

13 REIMBURSEMENT OF DAMAGES: contact our branch personnel for information about the current terms (premium percentage, minimum premium payment, deductibles) applicable to shipments to be covered occasionally by one-off insurance policies for values exceeding the limits established by art. 1696 of the Civil Code and in the absence of a continuative insurance order.

14 PALLETS: Artoni keeps accounts of the pallets consigned by the Customer as per art. 11 of the General Terms, to which the parties attribute value for the purposes of establishing the number of pallets to return, once the agreed deductibles have been deducted. If 100% deductible* is indicated, it means that no accounts are kept, thus all the pallets are considered to be disposable. This document contains details about the service and relative prices, A - ADDITIONAL TERMS; B - FEES FOR ADDITIONAL SERVICES; C - ADMINISTRATIVE/CONTRACTUAL TERMS, all in compliance with the regulations printed overleaf (part D - GENERAL TERMS) giving the General Terms under which the service itself is rendered, which the Principal declares that it knows and approves. Having examined the privacy statement provided, the Carrier consents, in accordance with Legislative Decree D.Lgs 196/03, to having its personal data processed for the purposes of executing this contract, in compliance with the laws in force. The Principal declares that it has examined the privacy statement attached to the following contract, made out in accordance with art. 13 of Legislative Decree D.lgs 196/03 and consents, in compliance with the aforementioned Legislative Decree, to having its personal data processed and notified for the indicated purposes and declared aims. The Principal confirms and attests to the truth and correctness of its personal data, particularly the Tax Code and VAT Number, and undertakes to promptly notify all variations to such data in writing.

THIS DOCUMENT, ALONG WITH THE TRANSPORT DOCUMENT OR ANY OTHER WRITTEN DOCUMENT YOU PROVIDE FOR EACH SHIPMENT AND CONTAINING THE TYPE, QUANTITY OF GOODS AND THE RELATIVE PICK-UP AND REDELIVERY LOCALITIES, SHALL BE CONSIDERED A VALID WRITTEN CONTRACT AS PER LEGISLATIVE DECREE D.LGS 286/05, CONTAINING THE ESSENTIAL DETAILS INDICATED IN ART. 6.

on behalf of THE PRINCIPAL ARTONI TRASPORTI S.P.A. (stamp and signature)

on behalf of THE PRINCIPAL (stamp and signature) Pursuant to arts. 1341/1342 of the Civil Code, the undersigned hereby declares that he/she specifically approves the provisions established by the following articles in part D-General Terms: D1, D2, D3, D5, D6, D7, D8, D11, D13, D14, D15, D18, D19, D20 .

Dear Customer, thank you for having signed our offer, thereby choosing our service and Organization. Please send any comments or suggestions able to improve the quality of our services by mail to direzione.commerciale@artoni.com or via fax c/o the Sales Management of ARTONI TRASPORTI S.P.A. to 0522/369130. Return signed and stamped by your Legal Representative to fax number:

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