

GENERAL CONDITIONS OF FREIGHT FORWARDING

NEXTFLOW

Revision 2026.1 | Effective from date of publication at www.nextflow.com/general-conditions

PREAMBLE AND SCOPE OF APPLICATION

These General Conditions of Freight Forwarding (hereinafter also "GCFF") govern, unless otherwise agreed in writing between the parties, all obligations arising from contracts entered into with NEXTFLOW (hereinafter "NEXTFLOW" or "Freight Forwarder"), as well as from acts and facts performed by NEXTFLOW, its employees, agents and subcontractors.

The GCFF apply to all contracts in which NEXTFLOW acts as freight forwarder pursuant to Article 1737 of the Italian Civil Code, including engagements not preceded by a formal quotation. The version in force is the one published at the time of entering into the contract at www.nextflow.com/general-conditions, of which the Client is required to take prior notice, including through the link provided in commercial communications.

The Italian language text shall be decisive and shall prevail over any translation.

Art. 1 – Subject Matter and Capacity of Freight Forwarder

1.1 NEXTFLOW acts exclusively as freight forwarder pursuant to Article 1737 of the Italian Civil Code. By virtue of the mandate received, NEXTFLOW arranges contracts of carriage with carriers and performs ancillary operations, exercising the necessary professional discretion and diligence.

1.2 The conditions, regulations and rules governing the contract of carriage are those applied by the maritime or air shipping companies, road, rail, inland waterway and multimodal carriers, as well as port, terminal and warehousing companies, Italian or foreign, whose services are engaged by NEXTFLOW on behalf of the Client.

1.3 NEXTFLOW reserves the right, pursuant to Article 1717 of the Italian Civil Code, to substitute others in the performance of the mandate, remaining liable only within the limits provided by law and these GCFF.

1.4 Where NEXTFLOW exceptionally assumes the capacity of contracting carrier or actual carrier, the applicable liability regime shall be determined in accordance with Article 2 below.

Art. 2 – Applicable Liability Regime by Mode of Transport

2.1 Where NEXTFLOW assumes the capacity of carrier or contracting carrier, its liability is determined based on the leg of transport on which the loss, damage or delay occurred, in accordance with the following cascade:

- Domestic road transport (Italy): Italian Civil Code, Article 1696
- International air transport: Montreal Convention 1999
- International maritime transport: Hague-Visby Rules (Brussels Convention 1924 and amendments)
- International road transport: CMR Convention – Geneva 1956
- International rail transport: CIM Convention (COTIF)
- Multimodal transport / cases not attributable to the above: FIATA Model Rules (liability cap of SDR 10,000 per shipment pursuant to Article 8.3.3 FIATA)

2.2 In all cases, NEXTFLOW shall not be liable for indirect or consequential damages, or loss of profit, regardless of their foreseeability at the time of conclusion of the contract.

2.3 NEXTFLOW shall not be liable for acts or omissions of carriers, warehousemen, agents or sub-agents appointed, nor for acts or omissions of the consignee or third parties.

Art. 3 – Transit Time – Indicative Nature and Non-Binding Character

3.1 Transit times indicated in commercial quotations, booking confirmations and any other communication issued by NEXTFLOW are **strictly indicative only and do not constitute a contractual guarantee of delivery under any circumstances.**

3.2 Transit times are subject to change at any time, including after booking or loading of the cargo, by unilateral decision of the maritime, air or road carrier. Such changes may arise from, by way of example and without limitation:

- amendments to shipping routes and carrier schedules for commercial or strategic reasons
- port omissions, blank sailings or vessel substitution
- operational delays at loading, transshipment or discharge terminals
- port, rail or road congestion at origin, transit or destination
- force majeure events including severe weather, strikes, pandemics, acts of war or terrorism, governmental restrictions
- customs, health, phytosanitary or radiometric inspections ordered by competent authorities
- shortage of road transport means or available chassis
- capacity issues (blank sailings, cargo rollings) on maritime or air services

3.3 NEXTFLOW accepts no liability for damages, losses, additional costs or consequences of any nature arising from delays in transit time, regardless of the cause.

3.4 Where the Client has time-sensitive delivery requirements (just-in-time, letters of credit with expiry dates, etc.), it is the Client's sole responsibility to notify NEXTFLOW **in writing and in advance** at the time of booking, so that the feasibility and any expedited service options may be assessed. Any additional costs arising therefrom shall be borne by the Client.

Art. 4 – VGM – Verified Gross Mass (SOLAS)

4.1 Pursuant to the SOLAS Convention 74 as amended by IMO Resolution MSC 380(94) of 21/11/2014, the weighing and communication of the Verified Gross Mass (VGM) of the container is mandatory prior to loading and is the exclusive responsibility of the Shipper/Client.

4.2 The Client undertakes to communicate the VGM data within the deadlines specified in the booking confirmation, via the designated portal or by means of a written declaration. In the absence of such communication within the prescribed deadlines, the container cannot be accepted at the terminal or loaded on board; all resulting costs shall be entirely borne by the Client.

4.3 The VGM data must be verified using certified and regulatory-compliant weighing instruments and must include the tare weight of the container, all cargo, packaging materials, lashing, pallets and all other contents.

4.4 By submitting VGM data, the Client warrants its accuracy and expressly indemnifies NEXTFLOW against any liability for claims, damages, losses, penalties and costs arising from inaccurate, incomplete or late declarations. Any irregularity in the VGM declaration may constitute a criminal offence pursuant to Article 483 of the Italian Penal Code.

4.5 VGM management costs (unless otherwise agreed):

- Via dedicated online portal: USD 14.25 per container
- Via paper declaration: USD 25.50 per container

4.6 Where the Client wishes to entrust NEXTFLOW with the management of the weighing procedure, the relevant cost will be quoted separately upon request and subject to a specific written mandate.

Art. 5 – Dangerous Goods (IMO/ADR/IATA-DGR)

5.1 Acceptance of shipments containing dangerous goods is subject to the cumulative fulfilment of all of the following mandatory conditions:

- prior transmission of complete documentation: IMO declarations (for sea), ADR declarations (for road), IATA-DGR shipper's declaration (for air) and Safety Data Sheets (SDS/MSDS) in both English and Italian
- preliminary verification and written acceptance by NEXTFLOW
- written acceptance by the appointed carrier
- availability of port or warehouse storage in a dedicated and authorised area; discharge in a safety-compliant zone

5.2 The Client is required to declare in writing, prior to booking, the presence of dangerous goods, indicating the IMO/ADR/IATA class, UN number, packing group and flash point where applicable.

5.3 NEXTFLOW disclaims all liability for consequences arising from an inaccurate, omitted or late declaration of the dangerous nature of goods. The Client assumes full civil and criminal liability in this respect and indemnifies NEXTFLOW against any third-party claims.

5.4 Shipments of dangerous goods may be subject to supplementary charges, which will be communicated at the quotation stage.

Art. 6 – Port Stays, Demurrage and Detention

6.1 The free time, demurrage and detention conditions applicable to each shipment are those of the maritime carrier selected, which will be communicated at the time of booking confirmation. Rates indicated in commercial quotations are indicative only and subject to change.

6.2 All costs of port stays, demurrage and detention arising from causes not attributable to the carrier are entirely borne by the cargo/Client, including by way of example and without limitation:

- delays in transmission of documentation (B/L, certificates of origin, licences, letters of credit, etc.)
- delayed customs clearance for any reason attributable to the Client or to the authorities
- customs, health, phytosanitary or radiometric inspections ordered by competent authorities
- acts or omissions of governmental agencies or port/rail authorities
- shortage of road transport means, chassis or suitable trailers
- terminal, rail or road congestion
- delivery or acceptance windows imposed by the consignee
- unavailability of warehouse space or personnel at the delivery point
- failure of agreement between seller and subcontractor
- any other cause beyond the carrier's control

6.3 Such costs, if incurred, will be invoiced separately in accordance with the carrier's tariff in force at the time and place of the event.

6.4 Loading/unloading allowance: a free time of 90 minutes is provided from the arrival of the vehicle at the designated point, including any waiting time attributable to the principal, loader or consignee. Beyond this allowance, a charge of EUR 100.00 per hour or fraction thereof shall apply.

Art. 7 – Cost Variability and Surcharges

7.1 NEXTFLOW's quotations are valid at the market conditions prevailing on the date of issue and for the validity period indicated therein. After such period, rates are subject to reconfirmation.

7.2 The following cost components are subject to periodic variation and will be applied at the values in force at the time of shipment, notwithstanding any indication in the quotation:

- Bunker/Fuel surcharge (BAF/EBS/BUC)
- Currency Adjustment Factor (CAF)
- Low Sulphur Charge (LSC)
- ETS – Emissions Trading System Contribution
- Peak Season Surcharge (PSS/PSC)
- Emergency Disruption Surcharge (EDS) in the event of extraordinary market, geopolitical or other disruptive events
- War Risk / High Risk Area Surcharge
- Port Congestion Surcharge – at origin and/or destination
- General Rate Increase (GRI) and any other carrier surcharge

7.3 NEXTFLOW reserves the right to apply an Emergency Disruption Surcharge in the event of unforeseen developments that materially alter market conditions, without such application constituting a breach of the agreed contractual terms.

7.4 Quotations denominated in foreign currency (USD or other) will be converted into Euro at the exchange rate prevailing on the vessel's departure date from the port of loading (PCD – Pricing Change Date), unless otherwise agreed in writing.

7.5 Where operationally necessary or required by the carrier, the port of discharge may be substituted (e.g. Vado Ligure in lieu of Genoa). Any additional costs resulting from such substitution shall be borne by the Client.

Art. 8 – Client's Obligations and Warranties

8.1 The Client warrants that its company, its owners and all parties involved in its shipments are not subject to sanctions, restrictions or prohibitions under US, European Union or other applicable national legislation on export controls, embargoes and international trade.

8.2 The Client undertakes to provide NEXTFLOW, in writing and in a timely manner, for each shipment with all required documents and information, including but not limited to:

- customs classification number (HS tariff heading)
- customs value of the goods
- country of origin of the goods
- export control classification number (e.g. ECCN for US-origin goods)
- export, re-export, transit or import licences or permits
- declaration on the nature of the goods (including absence of dangerous character, where applicable)

8.3 The Client warrants that all data provided is complete, accurate and truthful, and undertakes to notify NEXTFLOW immediately of any errors, discrepancies or changes.

8.4 The Client agrees to indemnify and hold harmless NEXTFLOW and its affiliates from any claim, cost, loss, penalty and damage, including reasonable legal costs, arising from or in connection with any breach or non-performance of the Client's obligations under this Article.

8.5 NEXTFLOW is not an exporter, importer, tax representative or final consignee of goods, and is not authorised to sign documents requiring the signature of such parties.

Art. 9 – Cargo Insurance

9.1 Cargo insurance is not automatically included in NEXTFLOW's service. Insurance will be arranged exclusively upon the Client's written request at the time of booking.

9.2 NEXTFLOW offers an All Risks coverage (ICC-A clause) at a rate of 0.30% on 110% of the CIF value of the goods, with a minimum premium of EUR 40.00. The rate may be subject to a surcharge depending on the type of goods, destination and age of the vessel used.

9.3 Under no circumstances shall NEXTFLOW be regarded as insurer or co-insurer. Cargo insurance is arranged in the Client's name and on its behalf through third-party insurance companies.

9.4 In the event of a claim, the Client is required to provide NEXTFLOW with all documentation necessary for the claims handling process (invoices, packing lists, photographs of damage, survey report, etc.) within the limitation periods prescribed by the insurance policy.

9.5 Packaging must comply with applicable regulations, including ISPM15 standards for wooden packaging materials. Claims arising from inadequate packaging may be rejected by the insurer.

Art. 10 – Reefer Containers (Temperature-Controlled Cargo)

10.1 Shipments in refrigerated containers (reefer) are subject to the specific conditions of the maritime or road carrier used. The Client is required to communicate in writing at the time of booking: set-point temperature, tolerance range, relative humidity and required ventilation settings.

10.2 Quotations for reefer containers are valid for cargo with a value not exceeding USD 500,000 per container. In the event that the value exceeds this limit, it is necessary to contact NEXTFLOW for a specific assessment and new quotation.

10.3 NEXTFLOW accepts no liability for temperature deviations or deterioration of cargo arising from causes not attributable to its own activity, including power interruptions at terminals, extreme weather events or malfunction of the carrier's refrigeration unit.

Art. 11 – Documentation and Letters of Credit

11.1 Where the shipment is governed by a letter of credit (L/C), the Client is required to transmit to NEXTFLOW a complete copy of the letter of credit, pro-forma invoices and all other relevant documents no later than the booking request. NEXTFLOW shall not be held liable for documentary discrepancies arising from late communications.

11.2 The Client is responsible for the accuracy and completeness of all documentation required by Italian and foreign customs authorities. NEXTFLOW may proceed with the customs declaration on the basis of the data and documents received; the Client indemnifies NEXTFLOW from any dispute arising from inaccurate or incomplete data provided.

11.3 Instructions provided verbally or by telephone are not binding on NEXTFLOW unless subsequently confirmed in writing.

Art. 12 – Payment Conditions and Invoicing

12.1 Invoicing is based on the individually agreed cost components and is expressed in Euro. Items quoted in foreign currency are converted at the exchange rate in force on the PCD date, as defined in Article 7.4.

12.2 Customs duties, taxes and port stays are payable in advance. Freight and other charges are invoiced in accordance with existing commercial agreements. In the absence of a specific agreement, payment is due within 30 days of the invoice date.

12.3 Late payment shall entail the application of default interest pursuant to Legislative Decree no. 231/2002, as well as any applicable administrative debt collection costs.

12.4 Courier charges, where not expressly included in the quotation, will be invoiced as follows:

- Domestic courier: EUR 25.90 per consignment
- International courier: EUR 58.90 per consignment

12.5 In the case of import customs operations carried out under T1 transit procedure, where the value of goods covered by the T1 document exceeds EUR 100,000, the relevant customs service shall be subject to specific quotation. In the absence of express written agreement between the parties, NEXTFLOW shall not be under any obligation to perform the service.

Art. 13 – Force Majeure

13.1 Force majeure events are defined as external, unforeseeable and insurmountable circumstances, independent of the parties' will, which prevent one or both parties from performing their contractual obligations.

13.2 The following constitute, by way of example and without limitation, force majeure events:

- exceptional weather events, natural disasters, floods, earthquakes, fires
- epidemics, pandemics and resulting governmental restrictions
- acts of war, armed conflicts, terrorism, piracy
- strikes, lockouts or industrial action of any category (port, rail, customs, etc.)
- total or partial blockage of transport means, closure of routes or trade corridors
- governmental restrictions, legislative or regulatory changes affecting commercial activities
- acts or measures of national or foreign public authorities
- cyberattacks or disruptions to IT or energy networks affecting critical infrastructure

13.3 NEXTFLOW shall not be liable for losses, damages or delays caused by force majeure events. The Client remains obligated to reimburse NEXTFLOW for costs already incurred or committed (diversions, rebooking, storage, etc.) as a result of the force majeure event.

Art. 14 – War Risk and High Risk Areas

14.1 The routing of goods through areas exposed to war risks, armed conflicts, terrorist acts or piracy entails significant risks which the Client acknowledges and accepts.

14.2 NEXTFLOW, the appointed carriers and their respective affiliates shall not under any circumstances be held liable for losses, damages, delays, additional costs or inability to perform the service where such events arise directly or indirectly from routing through High Risk Areas.

14.3 Applicable War Risk Surcharges will be communicated at the time of booking and may change at any time in accordance with the evolution of the geopolitical situation.

Art. 15 – Personal Data Protection (GDPR)

15.1 NEXTFLOW processes the personal data of the Client and of individuals involved in shipments in compliance with EU Regulation 2016/679 (GDPR) and Legislative Decree no. 196/2003 as amended.

15.2 Data relating to services provided may be used by NEXTFLOW for purposes other than the mere execution of the contract, subject to appropriate disclosure. Any use or disclosure to third parties shall occur exclusively in aggregated, anonymous and non-identifiable form ("NEXTFLOW Data").

15.3 The full Privacy Policy is available at: www.nextflow.com/privacy-policy — By using NEXTFLOW's services, the Client acknowledges having read and understood the Privacy Policy.

Art. 16 – Governing Law and Jurisdiction

16.1 These General Conditions of Freight Forwarding and the contracts to which they apply are governed by Italian law.

16.2 Any dispute arising from the application of these GCFF or the contracts subject thereto shall be subject to the exclusive jurisdiction of the Court of Milan.

16.3 A copy of these GCFF is available at www.nextflow.com/general-conditions. By entrusting cargo for shipment, the Client declares to have read, understood and fully accepted the content of these GCFF without reservation.

RATES & ALLOWANCES SUMMARY

ITEM	RATE / CONDITION
All Risks Insurance (on request)	0.30% on 110% CIF value – min. EUR 40.00
VGM via online portal	USD 14.25 per container
VGM via paper declaration	USD 25.50 per container
Loading/unloading allowance	90 minutes – beyond: EUR 100.00/hour or fraction
Domestic courier	EUR 25.90 per consignment
International courier	EUR 58.90 per consignment
US Duties advancement fee (if advanced by NEXTFLOW)	3.5% on amount advanced
Standard customs inspection FCL at port	EUR 250.00 (Genoa / La Spezia / Trieste)
Standard customs inspection FCL at warehouse	EUR 70.00
Documentary customs control FCL	EUR 48.00
Lift on / Lift off	EUR 60.00 per container (if applicable)
Supplementary customs declarations (BIS)	EUR 5.00 each
Fuel Energy Transition Charge	EUR 70.00 per TEU
Congestion Fee	EUR 130.00 per container (if applicable)
Stamp duty (virtually fulfilled)	EUR 2.00

These General Conditions of Freight Forwarding are updated periodically. The version in force is always the one published at www.nextflow.com/general-conditions. For any clarification please contact: info@nextflow.com