

GENERAL TERMS AND CONDITIONS OF CONTRACT - AIRONE LOG SRL

Preamble

1.1 These General Terms and Conditions of Contract govern, unless otherwise specified and expressly agreed upon in a written agreement between the parties, the obligations arising from contracts entered into with Airone Log SRL or from acts or actions carried out by the latter, its employees, agents, or representatives.

Scope of Application

2.1 These general conditions apply to all contracts entered into with Airone Log SRL as a freight forwarder, its employees, agents, or representatives, and to all assignments given to it, even if not preceded by an offer. The general conditions also apply to obligations arising from acts or actions carried out by Airone Log SRL or its employees, agents, or representatives.

2.2 These general conditions govern all relationships with clients arising from the contract or the assignment of the shipment to Airone Log SRL as defined above, including all actions and claims, even of an extra-contractual nature.

2.3 Unless otherwise explicitly agreed, each contract will be subject to the version published on the website www.aironelog.com at the time of the conclusion of the contract (or the assignment of the shipping task to Airone Log SRL), which the client is required to become familiar with in advance through the link provided at the bottom of communications.

2.4 This text of the General Terms and Conditions of Contract drafted in the Italian language will be decisive and prevailing over the same text translated into different languages.

Subject of the Mandate

3.1 Airone Log Srl, by virtue of the mandate received, will, according to Article 1737 of the Italian Civil Code, enter into the transport contract and carry out related operations, acting with the necessary discretion, with the option to group the goods with others (unless otherwise ordered in writing), always operating with the utmost diligence, acting as a freight forwarder and not as a carrier or combined transport operator.

3.2 For this reason, the conditions, regulations, and rules governing the transport contract will be those applied by maritime or air navigation companies or by land, rail, river, multimodal, or other nature carriers, Italian or foreign, whose services are requested by Airone Log SRL on behalf of the client and under the mandate received.

Obligations, Responsibilities, and Exclusions of Liability of the Freight Forwarder

4.1 Airone Log SRL, as a freight forwarder, is responsible for the execution of the mandate received for the conclusion of transport contracts with carriers on behalf of the client, as well as for any ancillary obligations.

4.2 Airone Log SRL undertakes to execute the mandate entrusted to it with the diligence of a good freight forwarder, in accordance with Article 1737 of the Italian Civil Code and subsequent articles.

4.3 Airone Log SRL assumes no responsibility for the interpretation of instructions transmitted verbally or by telephone by the principal, unless confirmed in writing.

4.4 Airone Log SRL assumes no responsibility for the consequences that may arise from the principal sending incorrect, unclear, insufficient, or late documents or instructions.

4.5 In the event the customs value is not provided by the principal, Airone Log SRL or its agents or employees may proceed to make the customs declaration based on the data and documents provided, and the principal declares and undertakes to indemnify and hold harmless Airone Log SRL, its agents, and employees from any claims that may be made by control offices or any other competent authority.

4.6 Airone reserves the right, as required by law under Article 1717 of the Italian Civil Code, to substitute others for itself in the execution of the mandate.

4.7 Airone Log SRL is not obligated to verify whether carriers or other entities involved in the shipment or the means used by them are adequately insured or certified.

4.8 Airone Log SRL is not obligated to check or draw the principal's attention to legal or regulatory impediments regarding the shipment, including, by way of example, import, export, or transit restrictions.

4.9 Airone Log SRL, as a freight forwarder, is not obliged to verify the existence, integrity, and adequacy of the packaging of goods entrusted to it for shipment and is not liable for damages of any kind suffered by unpackaged goods or insufficiently or inadequately packaged goods.

4.10 Airone Log SRL is not responsible for the compliance of the goods subject to the mandate with national or foreign regulations.

Customer Responsibility and Insurance

5.1 The principal assumes all civil and criminal liability resulting from the declaration of the contents of the goods or packaging. Furthermore, the principal assumes all liability for damages and consequences that may result from their hazardous or illegal characteristics.

5.2 The principal may request insurance for the goods entrusted to Airone Log SRL under the general conditions of the policy and premium defined in the request for a quote or acceptance of the assignment.

5.3 In the event of an insurance request, the principal must specify in the request for a quote or acceptance of the assignment the total value of the goods, with details for each package, including cost accessories (price paid or payable for the goods, packaging and transport expenses, insurance, customs duties, and charges, additional expenses), and must indicate the total value, including the impact of additional expenses, of the goods to be covered by the requested insurance policy.

5.4 In the event of a claim, the principal undertakes to provide Airone Log SRL with all relevant documentation and proof necessary for the management of the claim and bear the costs.

Limitations of Liability

6.1 In the case of proven liability of Airone Log SRL as a freight forwarder, this liability will be limited to direct material damages, expressly excluding any liability for indirect damages and losses of any kind, regardless of whether such damages or losses were foreseeable or not at the time of the assignment of the mandate to Airone Log SRL or the transport contract or any other act or action carried out by Airone Log SRL on behalf of the client.

6.2 Under no circumstances will Airone Log SRL be liable for damages resulting from acts or omissions of carriers, depositaries, or agents or commissioners appointed by it, or for damages resulting from acts or omissions of recipients of goods or third parties of any nature.

Force Majeure

7.1 Airone Log SRL is not responsible for losses, damages, or delays caused by events beyond its control, including but not limited to strikes, riots, civil disturbances, wars, acts of terrorism, natural disasters, acts of public authorities, acts of police forces, or other authorities, interruptions of public utility services, electrical or network failures, technical issues, etc. In such cases, Airone Log SRL is not obliged to compensate for damages or pay any compensation to the client.

Applicable Law and Jurisdiction

8.1 These general conditions and the contracts to which they apply are governed by Italian law.

8.2 For any disputes arising from the application of these general conditions or the contracts underlying them, the exclusive jurisdiction shall be that of the Milan Court.

These are the new General Terms and Conditions of Contract of Airone Log SRL, valid from the date of their publication on the website www.aironelog.com. The client is required to familiarize themselves with these terms before entering into any contract or entrusting shipping tasks to Airone Log SRL.