

GENERAL TERMS & CONDITIONS of CARRIAGE

**SDA EXPRESS COURIER S.P.A. with sole owner - Company belonging to the Poste Italiane Group – Registered Office: Viale Europa, 175 – 00144 – Roma - sda@pec.sda.it
Rome Register of Companies and Tax Code n. 02335990541 – VAT Code n. 05714511002 -
REA n. 906440**

**Registered with the Rome Register for Carriers on third parties' behalf n. RM/5818599/U
General License under D. Lgs. n. 261/99 and its successive modifications and integrations n.
124/2000 – Individual License to perform postal services in accordance with D.M. n. 73/ of
4/2/2000 and its successive modifications and integrations n. 813/2009**

Version m.031.56_06

1 - PREMISES

1.1. These General Terms and Conditions of Carriage (hereinafter also "GCT") apply to services provided by SDA Express Courier S.p.A. (hereinafter "SDA"), even if purchased online. Certain services could be available only through subscription and enabling of "Technological Solutions", provided by SDA, and require an internet connection.

By entrusting the shipment to SDA, the Client (hereinafter also the "Sender") agrees for all legal purposes, also on behalf of the Consignee and of any other party who has interest in the service execution, to the entirety of these General Conditions of Transport and to every additional document and/or attachment to which said Conditions may refer to.

These Conditions, undersigned by a subject authorized to do so, are filed with Notary public Dr. Guido Gilardoni, with offices in Rome, Via G. Nicotera 4, and available on the company website www.sda.it. SDA will have the right to modify, at its discretion, these General Conditions of Transport, after having notified such changes in accordance with the law, including their publication and their update on the company website, as specified above.

Any declaration that waves from these conditions, made by SDA employees, by collaborators or by any third party in general, will have no binding legal value. Any integrative agreement and/or change of these conditions, unless when it is expressly approved in writing by a subject that holds powers to do so, will be considered as if it never took place.

1.2. For the execution of the services described in these conditions, including the registered mail service, the Client authorizes SDA to avail itself, at his discretion, in any phase, of the organizations belonging to its group and of the services of third parties.

1.3. The premises, the attachments and the documents that are expressly referred to, constitute an integral and substantial part of these general conditions of transport which annul and substitute completely the previous version of the general conditions of transport.

1.4. The brands, the logos, the domain names as well as, in general, any kind of distinctive marking used to identify SDA and the relative services, are protected according to the applicable, current law on the subject matter. It is therefore forbidden their reproduction in any form, without an express written authorization.

A description of the services provided by SDA is also referred to within the services quality document which is available on the website www.sda.it in accordance with D.lgs 261/1999 and its successive modifications and integrations, and with decree 413/14/CONS and its successive modifications and integrations by the Guaranteeing Authority for Communications (AGCOM).

2 - WAYBILL

2.1. The Client, in the absence of different written agreements, is bound to hand over the single shipment, along with its corresponding waybill, filled out and undersigned, where present, also in agreement of these general conditions of transport and of any other document that is expressly referred to herein.

In relation to the single shipment, should the information indicated on the forms related to the service be discordant, the ones indicated on the waybill shall prevail.

It is, otherwise, considered as not have been indicated on the waybill, all the eventual information provided by the Client, if not included in the features of the chosen service (for example, if the Client has requested a Cash on Delivery that is not featured for the specified service).

2.2. The waybill has to be filled out in every part, including the section pertaining to the payment methods, in a clear and readable manner and must be signed by the Sender. In particular, it has to show the exact and complete information of both the sender and the recipient, including zip code (cap), a phone number for both, fax number, e-mail address and certified e-mail address, where available. SDA does not assume any responsibility for the damages that may result from erroneous, incomplete or unreadable information, even if this information is not noticed at the time of the shipment's pickup by its representatives.

2.3. In case of purchase of a book of pre-paid waybills, Customers shall use the services corresponding to them by the indicated expiry date, under penalty of forfeiture.

The expired waybills cannot be re-used, set off and/or refunded. In case of use of expired waybills, SDA shall charge again the cost of shipments in addition to 20% of the same amount, subject to the action for compensation related to further damage suffered.

Waybills shall also include the indications pursuant to article 6, of the Legislative Decree no. 286 of November 21, 2005 and subsequent amendments and integrations.

2.4. The Client, by paying for the relative supplement, may request a copy of the waybill, signed by the recipient (so-called "POD").

SDA, after two years is authorized to destroy the proofs of delivery of the shipment itself. The Client is bound to inform the recipient and any other subject involved in the shipment in advance of this circumstance.

The Client acknowledges and agrees that the shipment's receipt may be received and produced by SDA also by electronic means.

3 - RIGHT OF WITHDRAWAL

3.1. SDA will have the right to withdraw, at any moment, from a signed contract, if it realizes that a shipment that has been entrusted to it: a) do not comply with the indications, packaging labelling and documents pursuant to current laws, regulations, administrative regulations and conventions, including international conventions both pro-tempore and in force; b) for the nature of their contents, do not allow the proper performance of services; c) can do harm to people, animals and things; d) are subject to quick deterioration or decomposition.

In these cases SDA shall have the power to return the single shipment to Sender or, in case of imminent danger or deterioration, proceed to their destruction. The Sender shall be liable for the negative consequences and expenses which may result therefrom.

3.2. The Parties may, however, withdraw from the carriage contract, or from the individual services, by registered mail with return receipt or, as an alternative, by certified e-mail, to be sent at least 30 (thirty) days in advance, except if differently envisaged by the sales form and/or by other particular conditions applicable to the single service. Nothing shall be owed as reimbursement for the right of withdrawal.

In the event of withdrawal by SDA for pre-paid contracts, the Customer shall be able to utilize the service until the waybills run out or expire, with the exception that SDA has the right to withdraw said waybills, with prior restitution of the relative fees already paid.

3.3. Following acknowledgment of special rates, if the Client has undertaken to entrust a certain amount of shipments, in the event of withdrawal, the Client acknowledges and accepts that SDA may charge the higher rate indicated in the sales form or other contractual documents, based on the recognition of the actual number of shipments that were entrusted.

3.4. In case of "remote" contracts, the client, in accordance with art.59, letter n, of the consumer's code, will have no right of withdrawal.

4 - PERFORMANCE OF THE SERVICE – ACCEPTANCE OF THE SHIPMENT

4.1. The requests for services made orally or by phone shall be confirmed by the Client in writing. The request of accessory performances that go beyond the transportation or the indication of obligatory terms and conditions will only be binding for SDA if expressly agreed upon, in writing, by a subject that holds adequate powers.

4.2. Unless otherwise provided for, the request for services shall be accepted by SDA to be met starting from the working day following the day in which goods are entrusted to it for delivery.

Should the characteristics of the chosen service envisage that the packaging of the shipment is to be carried out by SDA, the Client acknowledges and accepts that the date of the actual processing and shipping of each shipment, may, in theory be postponed in relation to the date of receipt of the shipment and relative request.

4.3. In relation to the number of shipments provided, the general report as it is sent to the Client, where available, at the end of the processing phase and shipping of the packages shall prevail, even in the absence of express acceptance by the Client.

5 – DECLARATIONS AND OBLIGATIONS OF THE CLIENT/SENDER – CUSTOMS CLEARANCE

5.1. The Clients, under their own responsibility, declare that they have full title and possession of the shipments and of their contents or to be agents authorized by those who have full title and possession of them.

They also state that the contents of the single shipment are properly described in the waybill and do not fall within the type of goods which, pursuant to art. 20 below and pursuant to any other pro-tempore law in force are described as being unacceptable for carriage.

The Client also declares that shipments are properly packaged to ensure transport without any risk of damaging the items carried and in this regard it is agreed that the presumption established by article 1693, paragraph II of the Civil Code shall not apply.

The Client expressly authorizes not to perform or to interrupt the execution of the assignment if the shipment has not been correctly and adequately described in accordance with the laws that are in force on the matter, and in accordance with these conditions of transport. In that case, after unquestionable judgement by SDA, the shipment may be returned or abandoned anywhere.

5.2. When requesting shipment services, Clients shall undertake to provide for each shipment: a) all the attachment documents required by the current pro-tempore regulations; b) all the instructions and indications needed for the proper and quick execution of the assignment, including if needed the number of parcels, the weight expressed in Kilos, the tare of possible means used for packaging (pallets, collars, etc.), the full address of the sender and the consignee including zip codes and province acronyms and the consignee's tax code in case of freight collect shipments; c) Opening hours and days of closure for the delivery to the recipient and, in case of large bodies or companies, the division or person assigned to receive the shipment; d) The instructions to be followed in order to return the goods stored in deposit; e) for cash on delivery shipments, the clear reference "cash on delivery" pursuant to the terms established by article 22 with the indication of the amount to be collected in figures and letters; f) the port indication (free port or freight collect), as envisaged by art. 21; g) the stamping of envelopes and/or parcels to be delivered to the recipient; h) Size (width/length/height), where indicated in the type of service.

5.3. It is expressly agreed that when Senders request "freight collect" services, when available for the service type chosen, any cost charged on transport shall be borne by the Client himself if the recipient refuses the shipment or fails to pay the amounts due. With a view to ensuring the performance of said obligations, the Client recognizes that this clause has the value of unilateral promise for the purposes of article 634 of the Code of Civil Procedure. If the recipients of freight collect shipments are subscribers to the services, they can, subordinately and alternatively, pay shipments by means of waybills having a value equal to the shipment itself (weight and size considered), under the terms & conditions signed by them in subscription contracts.

Finally, Clients shall inform the addressees of "freight collect" shipments of these General Terms & Conditions of Carriage (including, but not limited to, liability limits, tentative delivery terms, foreclosures, etc.) and shall undertake to hold SDA harmless should Senders claim compensations higher than the ones envisaged by said Terms & Conditions in case of disservice.

5.4. In case of carriage of items related to a direct sale, and/or "e-trade" in general, between the Clients and subjects that can be considered referring to the "consumers" category, the Clients themselves shall inform the recipients in a clear and detailed way of the contents of these general conditions of transport; of the tentative delivery times and the consequences of disservices on the shipment (liability limits, foreclosures, etc.). Otherwise they shall be liable vis-à-vis SDA for lack of information or insufficient information.

5.5. The Client also undertakes: (i) not to utilize the services herein specified to directly or indirectly contravene the laws pro-tempore in force; (ii) not to use the Cash on Delivery shipments as a "sales attempt" without previous agreements with the consignee. (iii) strictly comply with the restrictions

regarding the use of packaging, weight and dimension defined by SDA, to complete the forms relating to the chosen service correctly and in full and not to report contrasting instructions, especially in relation to the characteristics and additional services requested; (iv) be responsible for any and all liability in relation to the contents of the shipments, expressly holding SDA harmless from any and all liability and responsibility to checks and/or ascertainment in relation thereto; (v) hold SDA harmless from any loss, damage, liability, costs, charges and expenses, including any legal fees which could arise from a breach of the laws in force or any other violation by the Client of the obligations and guarantees required or in any way connected with the service; (vi) hold SDA harmless from any request for damages, also through legal actions, advanced by the recipient and/or third parties, which is greater than those provided for in these General Conditions and any other document to which reference is made.

5.6. The Customer agrees that SDA, also through its employees or third parties has the right to check without limitations, every shipment and its content, holding the same harmless from any liability in this regard.

The Client guarantees to have prepared the single shipment in a secure place, employing trustworthy personnel and that the shipment itself has been kept away from any unauthorized or illicit interference throughout the preparation, up until its collection by SDA.

5.7. CUSTOMS CLEARANCE

With the entrustment of the shipment and the subscription of these Conditions, the Client elects SDA, if so envisaged by the chosen service, as its representative solely for the purpose of customs clearance and of passing the goods through customs. If SDA should entrust this activity to a third party, the Client undertakes to provide any declaration or certification in order to designate a customs intermediary to execute the customs and admittance operations.

In the event that a customs authority requests any additional documentation in order to complete the customs clearance operations, the Client undertakes to provide all the needed documentation at his/her care and expenses. The Client guarantees that every statement and information given in relation to the exportation and importation of the goods is truthful and exact. If the Client renders false or fraudulent statements about the shipment or any of its contents, takes upon him/herself the risk of any legal action or civil and/or penal lawsuit, even if it includes the confiscation or sale of the shipment as a penalty or consequence.

The assistance voluntarily given during the completion of the requested customs formalities and other formalities will be given at the Client's risk.

The Client undertakes to immediately reimburse and to hold SDA harmless from any expense that may result from missing or wrong information on the documents, on the given information and to reimburse any sanction, penal or any other cost that may be charged for the performance of the services herein described.

5.8. The Client also expressly authorizes to compensate between the costs derived as per this article and the sums he/she may be owed by SDA, for any reason or title.

5 bis – PROHIBITION OF TRANSFER OF WAYBILLS – CONSEQUENCES OF TRANSFER – LIMITS AND SURRENDER OF THE RIGHT OF LEGAL ACTION.

Without a specific, written authorization issued by a subject with adequate powers, the waybill is non-transferrable to third parties under no head of claim or reason.

If the Client violates the prohibition of transfer of waybills, SDA reserves the right to suspend, even without notice, any and all types of services and to terminate by rights the agreements in force with the exception of the request for further damages.

Given the above, in the event of transfer of waybills, even if authorized, the Sender/Customer shall remain the only liable and responsible party towards SDA for any requests on the services provided and for which SDA shall be liable within the limits and pursuant to these Conditions.

Also, for the effects of art.1381 of the Italian Civil Code, the Client/Sender undertakes, with regards to services provided pursuant to these Conditions, to ensure that third parties are unable to advance any claims, under any title, against SDA.

In this regard, the Client expressly waives the right, from now, to sue SDA for claims by third party assignees of waybills or, in any event, deriving from said transfer. The Client also waives the right to claim reimbursement requests, damages or court orders or settlements for which the Client is obliged to pay any amount, from SDA.

Moreover, in relation to the statements above, if SDA is liable, as a result of any provision, including court orders, for amounts exceeding the limits indicated in these General Conditions, the Customer undertakes to reimburse SDA.

Moreover, in the event of a transfer of SDA waybills to third parties, the Client/Sender shall remain the sole person liable with third parties, in relation to claims, for settlements both in and out of court.

6 – SHIPMENT PACKAGING – LOADING TOOLS

6.1. The Client/Sender, unless agreed differently in writing, has to provide at his/her own care the packaging for the shipment to guarantee a regular and correct performance of the loading, unloading and movement operations, and to prevent the loss or damage of the goods therein contained, damages to persons, animals or things. The eventual damages caused by improper packaging, will be the Client/Sender's responsibility.

The Sender must make sure that the parcels are accurately sealed with a system apt to prevent their opening and to make, in any way, possible to seal them again at a later time. In particular, neutral adhesive tape is not to be used.

6.2. The loading tools (pallets, collars, etc.) used by the Client/Sender, are to be considered, for all effects, as an integral part of the packaging of the shipments and, therefore, of exclusive responsibility of the recipient and shall not be returned to the client/sender. The relative tare, to be indicated separately, is included to determine the taxable weight of the shipment.

If the Client/Sender wishes to have the loading tools used for the packaging of the shipment to be returned to him/her (limited to eur/epal), he/she will have to make an explicit written request to SDA, at least three days in advance on the execution date of the relative assignment. The Client will also have to specify the features, the type and the number of tools of which he/she asks the restitution in relation to an entrusted assignment. Otherwise, SDA will have no obligation. SDA also has the right to receive an additional fee for the service, to be agreed upon in advance via a separate agreement.

SDA is held harmless from any responsibility for the failed restitution of the loading tools in case the recipient should incur in delays in the clearance of the goods or if he/she should fail to immediately return the tools themselves within the expected term for the completion of the unloading operations. SDA is also exonerated from any responsibility in relation to any damage or harm that may have happened during the unloading operations or during the custody of the tools by the recipient. To that end, every damage or harm that may have happened or that is present on the tools that were turned in must be noted on the transport documents, otherwise the tools will be considered intact.

7 – CHECKS – INVOICING ASCERTAINED SURPLUSES

Senders shall check whether the size and weight of shipments comply with the type of service purchased. They also shall acknowledge that SDA reserves the right to weigh and measure shipments again, at any moment, with automated and certified means and to invoice the additional charges for surpluses ascertained, according to the list of additional charges envisaged for the service.

The Client shall pay close attention when determining the weight and the measurements of his/her shipments because, except when SDA detects a higher weight or measurement, the weight/measurements declared by the Client shall be considered for invoicing purposes.

Said weight/size check may be carried out subsequent to the acceptance of the shipment and, therefore, in the absence of the Client. The result of the check carried out with certified systems by third parties shall prevail in relations between SDA and the Client. The latter may examine the documentation relating to said certifications by appointment at SDA's legal office.

The invoicing of any excesses of weight and dimensions which are ascertained, may occur subsequent to the delivery of the shipment, and in any event, within the time limits provided for by the law. If a weight and/or size surplus is ascertained in the presence of the Client, the same may, upon acceptance of the shipment, if so envisaged by the conditions of the purchased service, possibly pay these additional charges on the shipment cost by means of additional waybills. The Parties agree that shipment costs shall be calculated as indicated in the sales form, corresponding to the purchased services.

8 - PICK-UPS AND DELIVERIES

8.1. The Clients undertake to inform the recipient of the arrival of shipments, thus agreeing on the appropriate ways to ensure the delivery of shipments quickly and safely for persons, animals and property. Therefore, SDA couriers shall be enabled to deliver parcels quickly so as not to undermine the performance of subsequent shipments. The Clients acknowledge that SDA couriers can desist

from delivering shipments after 10 minutes from the communication to recipients (e.g. by buzzer) or to any other person appearing to have authority to accept delivery of shipments, to concierges, without their arriving to materially receive shipments. These cases will be considered absent recipients.

8.2. Except for what is stated by the specific sales form, the pick-up and/or delivery of shipments are considered completed at the ground floor of the senders' and recipients' buildings.

Shipments shall be considered delivered to the recipient, to members of his/her family, to cohabitants, to the house doorman or to managers of hotels, stores, establishments offices or similar locations where the recipient is located or employed or, in any case, to an expressly indicated third party.

Save for the obligatory laws, SDA is exempt from any responsibility whenever a shipment is delivered to the provided address.

An exception stands for registered mail on which the indication "to his/her hands only" or any similar indication is present. In this case the delivery cannot be performed to third parties. The insured shipments must also be delivered to the recipients or to their representatives carrying both a mandate and the recipient's valid ID, unless they carry the indication: "to his/her hands only" or any similar indication, in which case the delivery could be exclusively performed to the recipient. In case of objections, however, the testimony of couriers entrusted by SDA with delivery shall prevail.

In case of shipment pickup at an SDA branch, the third party shall produce a written mandate and the recipient's valid ID.

8.3. In case of loading and unloading operations, pick-ups and deliveries carried out in ways which require exceptional services in addition to those indicated, a fee to be calculated on the basis of the nature of services provided shall be paid by senders or recipients respectively, unless otherwise agreed upon in written.

Unless otherwise provided for, the loading operations shall be carried out by SDA or any other person operating under SDA's direct control.

9 - WORKING HOURS FOR PICK-UPS AND DELIVERY OPERATIONS

9.1. Pick-up and delivery services are normally provided from 8.00 a.m. to 6 p.m. except for other different local customs. Lunch break follows local customs.

9.2. The home pick-up and delivery services are not provided, unless they are explicitly envisaged in the purchased services: a) On Saturdays and Sundays; b) On holidays during the week; c) During the period of closure for vacations established at industry level; d) in days and hours when circulation on urban and non-urban streets is forbidden pursuant to administrative provisions; e) on the days when warehouses and/or offices, shops and companies remain closed for local customs or Public Administration provisions; f) Events of force majeure.

The request for services that are different from those aforementioned is to be negotiated separately by a person having full powers, also in relation to the applicable fees.

10 - DELIVERY TERMS

10.1. The delivery of shipments shall be made to due diligence criteria, considering the traffic and road conditions.

The senders' possible indication on mode, delivery terms or specific time for the performance of the assignment, as made by the Client, will have no binding legal value for SDA, except when accompanied by an express signed acceptance by a subject with adequate powers.

10.2. No complaint or claim, for whatsoever motive and/or reason, may be advanced against SDA in relation to the location of the operating centres indicated for the collections.

11 - CLEARANCE OF SHIPMENTS

11.1 The clearance of the shipment allows providing instructions regarding an undelivered shipment and to schedule a second delivery attempt or to request its abandonment.

The eventual request to deliver the shipment to an address/addressee that is different than the original one might be fulfilled, in general, after said shipment's clearance, by the sender or by the recipient should the latter had been absent and had he/she received the unsuccessful delivery notification, save for the reimbursement of expenses and damages owed due to such change in instructions.

Should the delivery be unsuccessful due to its recipient's absence, he/she may request a second delivery attempt, free of charge, within three days from the first attempt by communicating the number of the unsuccessful delivery notification or the shipment's number.

In order to provide maximum flexibility and to improve the quality of the service, SDA also gives the recipient the opportunity to register, on his own, to the ad-hoc *Scegli Tu* web function and to request

delivery to a different address or addressee or at a different date, even in case of missing clearance request by the sender and before the delivery attempt is performed. In such case, the sender, declares to be aware that the recipient is authorized to provide delivery instructions that are different than those he/she originally provided SDA and to be unable to stop such operations as they are performed by the recipient in relation to the shipment; the sender also expressly agrees with the aforementioned clause and renounces any claim towards SDA on the matter.

11.2. Without prejudice to the aforementioned clause, the sender, after having entrusted the shipment to SDA, notwithstanding art. 1685 c.c., shall be unable to stop the carriage or the restitution of the entrusted goods. Upon request, SDA, at its own discretion, might attempt to stop the active shipping procedure without taking upon itself any specific responsibility.

For the delivery of any shipments "stored in deposit", the sender shall compulsorily provide all the necessary information.

12 – PRIVILEGE - RIGHT OF RETENTION - SETTING-OFF – CONTRACTUAL CHANGES

12.1. SDA shall have a privilege on any transported items for credits arising from the carriage contract, customs duties, advances and/or any other fee related to the performance of the assignment and it shall also have the right to retain and not deliver the transported items, including those envisaged in article 20, until these credits and fees are paid and/or refunded. The Client shall be liable for these expenses in case of recipients' failure to pay.

With a view to recovering its credits resulting from the performance of the services entrusted to it, including those already performed and related to periodical or continuous services, SDA may exercise the right to retain whatever is in its possession, including the cash on delivery sums collected on recipients' behalf.

12.2. The Client expressly authorizes SDA from now, to carry out this setting off between: (i) any credits derived from the execution of the transport assignment and any amounts owed to the Client under any title; (ii) Between the value of the transported goods and the credits deriving from the service's performance. In particular, SDA is authorized, even in the absence of a specific written agreement, to automatically set off the sums owed to it for the transportation and the sums owed to the Client in relation to the so-called "Cash On Delivery" collections.

12.3. SDA reserves the right to modify these General Conditions of Carriage, the characteristics and conditions of the services offered, publishing them in the form provided for under the law or in accordance with these conditions, including publication on its company website.

In particular, the Clients acknowledge that the performance of the services agreed upon, shall be subject to amendments and/or changes by SDA, to be communicated in writing by the same. In particular the communication may be carried out also by indicating the information on the first invoice addressed to the Client, or by means of an e-mail or certified e-mail communication to the address indicated by the Client. In the absence of withdrawal by the Client, to be communicated (in the absence of different service-specific instructions) within 30 days following receipt of the invoice containing said communication or from receipt of the communication sent in another form, the amendment shall be considered as having been accepted.

Withdrawal by the Client is only provided for contracts based on consumption. For pre-paid contracts, the Client may continue to utilize the service until completion or expiration of the waybills, with the exception that SDA has the right to withdraw said waybills, with the prior repayment of the relative received amounts.

Some services may be eliminated or suspended or still, they may be subject to authorizations or guarantees or the signature of specific agreement or sales forms.

13 - INDEMNITY AND LIABILITY LIMITS

A) NATIONAL SERVICES

Unless differently stated in the specific sales form or in different specific dispositions relative to the requested service, SDA shall be liable for loss, theft of or damage to the items transported only if the damaged party can prove that the event occurred as a result of gross negligence attributable to SDA itself.

Except in cases of Malice or Gross Misconduct, Pursuant to article 1696 of the Civil Code, SDA liability shall be limited to one euro for each kilo of gross weight of the goods.

In any other case, SDA liability shall be limited to € 1.00 (one/00 euro) per kilo of goods transported or the value of real loss or damage of a document or parcel as established in subsequent article 15,

whichever the lower. It is expressly agreed that refunds by SDA may be made also by means of waybills related to any SDA service.

B) INTERNATIONAL SERVICE:

Road transport – Geneva Convention on Road Transport (so-called “CMR”) and subsequent modifications and integrations

For transport outside the country of origin, pursuant to article 1696 of the Civil Code, SDA liability in case of loss of or damage to the items transported – be they “DOCUMENTS” or “PARCELS” - shall be limited to the amount under article 23, paragraph 3, of the Convention for the road transport of goods of Geneva (so-called “CMR”), ratified in Italy and its subsequent changes and integrations, namely 8.33 special units of account per each gross weight of the goods in kilograms.

The applicability of the CMR to the road transports is acknowledged, if the place of reception of the goods and the delivery place indicated in the contract are situated in two different countries, at least one of which is part of the Convention.

If the shipment transport is performed by land within a country that is not a signatory of the CMR or between two countries, none of which is signatory of the CMR, the responsibility of SDA will be regulated by the CMR and therefore limited to 8.33 Special Withdrawal Rights per each gross weight of the goods in kilograms.

14 – AIR TRANSPORT – MONTREAL CONVENTION AND ITS SUCCESSIVE MODIFICATIONS AND INTEGRATIONS

Should the shipment be transported by airplane both upon payment and/or free of charge by an airline company and a final destination or a layover is envisaged in a Country other than the original one, the laws of the Montreal Convention and its successive modifications and integrations shall be applied.

SDA’s liability, in relation to losses or damages to the shipment, if the event took place during the air transportation, shall be limited to what is envisaged by the Convention, which is, at the moment, 17 special drawing rights for each kg of transported goods or to what is envisaged by its successive modifications and integrations.

In accordance with these general conditions of transport by “Montreal Convention”, it is meant the Convention to unify some laws related to the international air transport, issued in Montreal on 28.05.1999, as it has been integrated in Italy and as successively modified or integrated by later conventions or additional protocols.

15 - DEFINITION OF REAL VALUE

To the extent of this article and to that of art.13, save for exoneration and limitation of liability of said art.13, the distinction between documents and parcels is determined as per the definition given by the Client/Sender at the time he/she entrusts the shipment.

For “Transported Document”, in accordance with these general conditions of transport, it is meant any object of no commercial value. For “transported parcel”, in accordance with these general conditions of transport, it is meant any of commercial or trading value.

The real value of a document will be determined as the lower between its reproduction costs or its substitution and its reconstruction, as applicable at the time and place of the shipment’s request.

The real value of a parcel, will, instead, be determined as the lower between its reparation costs and its substitution and resale at current prices, at the time and place of the shipment’s request.

In no case the value of a parcel shall be higher than its original cost, actually paid by the Client/Sender, increased by 10%.

16 – UNASSUMED LIABILITIES

16.1. SDA undertakes to make fast deliveries in accordance with the regular delivery programs. It will not be liable in any circumstance for delays in picking-up, transporting and delivering, whatever the cause of the delay.

SDA, furthermore, will not be responsible for loss, failure, wrong or unsuccessful delivery of the transported shipments due to: a) force majeure, chance or any other reason that is not reasonably ascribable to SDA. In accordance to art.1694 c.c., it is considered as caused by chance or force majeure, as an example and not as a complete listing, theft, robbery, looting, all national or local strikes, lockouts, riots, acts of terror, piracy, fires, calamities, and interruptions in transports. The theft of the shipments entrusted to SDA is presumed as caused by chance, force majeure or by the intervention of a third party, except for causes of malice or gross misconduct that will have to be dutifully proved

by the sender and/or by the consignee; b) nonobservance by the Client/Sender of the obligations borne from the transportation contract as per art. 5 of these general conditions; c) nonuse of adequate vehicles to transport special types of goods, in relation to which the Sender has given no specific information; d) loading, unloading, movement of the goods carried out by the Sender or by the consignee or by third parties authorized by them; e) features of some goods which, by nature, are subject to total/partial loss or to spoilage or caused by other events which may have happened. To that end it is listed, by example and not as a complete listing: breakage, rust, internal deterioration, desiccation, natural weight loss or action of parasites, rodents and animals in general; f) features of some of the goods entrusted for transportation with inexact information or declarations or in violation of the required security regulations; g) non-fulfillment, even just omissions in declarations or behaviors of the Client/Sender, of the consignee, and of any other party having an interest in the shipment, about the requirements set forth by any authority or by any other courier who has been entrusted a shipment by SDA, to be transported towards destinations which are not usually covered by SDA, irrespective of the fact that the Client/Sender might have requested or might have been informed of said delivery by a third party, notwithstanding the statements of articles 1699 and 1700 c.c.; h) nature of the shipment and/or of each object and/or of the packaging, defects, flaws, relative characteristics; i) electrical or magnetic damages, cuts or any other similar damage to digital or analog images or to recordings of any kind.

16.2. SDA has a right to be reimbursed for damages caused by the Sender's actions or omissions or by those of the consignee, for the costs that were sustained and for the legal expenses, within the limitations of the law, for any fines or penalties.

17 – EXCLUSION OF DIRECT DAMAGES

SDA shall never be considered liable, in any case, of losses and/or indirect damages of any kind, however they happened, that the Client/Sender might suffer during and/or as a consequence of the assignment, irrespective of the fact that he/she could/may have had prior knowledge of the possibility of said losses and/or damages occurring, including (but not limited to) loss of profits, gains, start-up, clientele and image.

18 – COMPLAINTS

18.1. Should the shipment's transportation be performed on a national level, any complaint for damages or missing goods which is not verifiable at the time of Delivery must be submitted by the Client/Sender in writing within 8 calendar days from SDA's delivery of the shipment or within other terms, where said terms are mandatory, as envisaged by the applicable laws for the type of transport. In case of international shipments, the complaint must be submitted in writing within 21 calendar days or within different terms, as envisaged (i) by specific conventions regarding the single service; (ii) for that type of transport by the applicable International Conventions where mandatory.

For International Transport, in case of non-apparent losses or spoilage, the Complaint must be submitted in writing within 7 days from the delivery, Sundays and holidays not included.

For complaints regarding air transport, the Montreal Convention and its subsequent modifications and integration shall be applied.

The aforementioned terms are set forth upon penalty of forfeiture.

Beyond the aforementioned terms, no complaint may be filed against SDA. No complaint shall be reimbursed unless all transport costs and fees have been paid. The amount of a claim may not be deducted or set off independently by the Client, against the transport costs and fees due to SDA.

18.2. Pursuant to article 1352 of the Italian Civil Code it follows that any injunction addressed to SDA which produces the effects indicated in art. 1219 of the Italian Civil Code shall be made in writing, with the express exclusion of e-mail messages, text messages and, in general any messages which are not certified.

18.3. After a complaint for damages should the Client wish to pursue the envisioned reimbursement, he/she must present the contents and the original packaging of the shipment, and all that is requested by these conditions, at the closest suggested branch SDA branch for the relative inspection.

In alternative to what is stated above, in extremely exceptional cases, to be expressly motivated, just as an example, for excessive encumbrance of the shipment, the complaint must also be documented by attaching photographs of the shipment and of the damaged contents.

Failing to comply with what aforementioned will allow SDA to refuse the payment of any damage reimbursement.

In order to calculate the eventual reimbursement owed, always within the aforementioned limitations, the Client shall present the proper fiscal documentations required to determine the value of the goods subject of reimbursement or without the goods type description on the waybill, it is necessary to attach a written proof (receipt and/or invoice) that, when related with the weight of the shipment, can reasonably allow to determine that those were the contents of the parcel.

The Client/Sender shall be able to request an out of court conciliation procedure by filing the modules which are available on www.sda.it, at the branches and at the centers of operations.

19 - EXCEPTIONS – FAILURE TO CLEAR SHIPMENTS - PERIOD OF STORING UNDELIVERED SHIPMENTS

19.1. As an exception to articles 1685, paragraph I, 1686 and 1690 of the Civil Code, when transport cannot be made and/or shipments cannot be delivered, Clients/Senders shall be informed by SDA as soon as possible, according to the modalities provided for in the relative “Service Explanation Attachment” on the Sales Form for the chosen service. The information is also available on the website (the so-called track and tracing) or by calling the paid phone Customer service.

If the shipment is refused or if it is impossible to find the recipient, SDA will ask the sender for instructions or will return the shipment after payment of every duty and fee, reserving the right to apply art.1686 of the Civil Code.

19.2. The Client, by agreeing with these conditions, also on behalf of any interested third party, forfeits any right to the shipment if, after a year of deposit, no subject, after displaying the waybill, has given any instructions or has not picked up the shipment after paying every duty and fee.

SDA, in that instance, is authorized by the Client, also on behalf of any interested third party, from now on, to make use of the shipment, at its discretion, also for national or international charity institutes or foundations.

19.3. If necessary SDA may store these items in its warehouses or store them in third parties' warehouses or in General Warehouses. With the exception of the provisions of the Service Explanation Attachment on the sales form for the specific product, should Clients/Senders request the return of items or their re-delivery, they shall provide concrete and practicable instructions, in case of failure to provide these concrete and practicable instructions timely, SDA shall retain the items without being liable, however, for their custody.

However, when the term envisaged in the Service Explanation Attachment on the sales form has elapsed (15 days if not otherwise specified), said items shall be returned to Senders, at their own risk and expense.

Clients/Senders shall commit themselves to hold SDA harmless against any claim, cost, fine, penalty in general and/or damage stemming therefrom.

The Sender shall also be liable for the payment of all costs and expenses related to shipments (including by way of example custom duties and any tax or similar levy) and the costs incurred for returning shipments to Clients and/or their storing.

After a further 5 days elapsing without having received instructions from the Client, SDA may proceed to recover its credits on shipments by requesting the judge to authorize the sale or assignment of the goods stored pursuant to articles 2756, 2761, 2797 and 2798 of the Civil Code, subject to any other right and claim to fees not yet recovered.

19.4. Senders also declare to be liable for any failure to provide clear indications regarding the content of shipments; for the lack or insufficiency of stamping for the transport of envelopes or parcels and they shall commit themselves to holding SDA harmless from and against any consequence also vis-à-vis third parties.

20 – GOODS NOT ACCEPTABLE FOR TRANSPORT – KNOWN SENDER

20.1. Shipments under these General Conditions cannot contain documents relating to legal proceedings, public and private tenders as well as those documents relating to administrative procedures or documentation which, in any event, require time-definite delivery.

The Client, who uses one of the SDA services to ship any of the aforementioned documents, takes upon him/herself all the resulting risks and responsibilities and shall have no title to pretend anything.

20.2. Unless differently agreed upon in writing by a subject with adequate powers, SDA shall not transport: money, including foreign currencies; bank checks, privileges of any kind or bearer securities; meal coupons, traveller's cheques, gold, antiques, stamped values and/or stamps also for collection purposes; precious metals; firearms; alcoholic beverages that do not comply with the limitations and conditions below; plants, drugs; works of art; precious stones; fur garments; precious watches;

explosives; live or dead animals; perishable goods; pornographic articles; coal; diamonds; tobaccos; items subject to IATA restrictions, dangerous or flammable materials; goods whose transport is prohibited by laws, regulations or pro tempore statutes in force in any federal, state or local government in any country from which or through which shipments can be made; any other item that SDA may decide not to transport and deliver for objectively valid reasons.

Only non-perishable food items packaged in line with current legislative rules and these conditions can be accepted for shipping, except for those which can be transported only at controlled temperature and, if envisioned by the specific service, after signing the contract or the related sales form. In such cases, the food items will have to be packaged in such a way as to isolate its contents from the rest of the shipments and to also stay isolated in case of potentially damaging events (shocks and impacts). The aforementioned food items will not have to be subject to specific sanitary authorizations and will not have to be listed within art. 44 of D.P.R. 327/1980 and its successive modifications or integrations. In order to transport any diagnostic samples and pharmaceutical products, SDA may request the signature of specific agreements or of a specific sales form.

Alcoholic beverages, wine, liquors, oil and any liquid in general are only accepted if adequately packed into specific packaging that guarantee the safe transport of said goods. To that end, the Client will have to purchase the adequate packaging that is suited for the transportation throughout the SDA distribution network. In case of a shipment that is packed with packaging that is not provided by SDA, and containing what has just been aforementioned, the safety of the transport will not be guaranteed and SDA will not be responsible for any damages that, in such case, shall be exclusively the Client's responsibility.

The shipments that are destined to an extra-EU country may only contain wine and beer, and no other type of alcoholic beverage. The Client shall, therefore, be responsible for any consequence in case he/she has shipped prohibited alcoholic beverages or liquors to extra-EU countries.

For the transportation of unacceptable items according to the regulation above, the Client, after previous agreements with SDA, undertakes to sign any requested supplementary agreement.

With reference to the transportable food items, SDA will reimburse, within the envisaged limitations, the damages resulting from loss or harm, excluding the spoilage resulting from late delivery.

20.3. However, SDA shall reserve its right to accept the parcels handed over and entrusted for shipment on the basis of their content, size, mass and volume as envisaged by current regulations and the conditions relating to the specific service. The non-acceptance of items not complying with the above stated parameters shall relieve SDA of any liability vis-à-vis the Client. Also in case of its own staff acceptance of items for shipment, SDA shall reserve the right to return said items, at any moment, should divergences be detected in relation to the defined parameters. Clients shall take note of the above and undertake not to ship the aforesaid items. Should they be included in shipments accepted by SDA, the latter shall not be liable for the damage caused to Clients/Senders or to third parties.

20.4. The Client understands that SDA is capable of offering customized services and adaptable to different needs. He/she is therefore aware that, should the goods he/she wishes to be transported, because of their features or type, is not envisaged, he/she may request said services as custom.

However, SDA shall refuse to accept dangerous goods such as inflammable material, explosives, polluting substances, radioactive, toxic and contaminating substances, noxious and infectious material, as well as magnetic materials also below the limits envisaged by the ADR (European Agreement for the road transport of dangerous goods and any following modifications and integrations, Law 1839/62 and any following modifications and integrations) and IATA regulations, except for express written request made by Senders and written acceptance by SDA, by an agent with adequate powers, in case of transport of goods in "total exemption".

20.5. When the law in force on the matter is applicable, Clients/Senders, who have regular and customary working relations with SDA, and have a professional address ascertained "in good faith", fall within the classification of "known sender", pursuant to the *Air Cargo Security* European and national regulations, when so envisaged, when goods are handed over and entrusted for shipping, Senders shall commit themselves, to declare, at the time of chipping, that these items do not fall within the list of those for which an authorization is envisaged in keeping with current regulations, such as, by way of example (not a full list): arms, explosives, dangerous items and goods, otherwise Senders shall obtain the related authorizations or exhibit the related permits, where necessary. This last paragraph shall be considered not applicable to the relations with "occasional" consumers and/or Clients.

21 - PAYMENTS

21.1. Clients shall acknowledge that the fees agreed upon when contracts are signed shall automatically subject to be changed, without any need for request by SDA, by 100% of the average yearly inflation (average of the indexes calculated for the whole year, confronted with the previous year) of the national consumer prices index for the whole community (NIC) as calculated by ISTAT.

21.2. Clients/Senders may request that shipments be made: a) free port, which means that fees shall be borne by senders; b) freight collect, which means that fees shall be borne by recipients. When the port selected is not indicated in the contract, in the waybill or does not result from senders' instructions, shipments shall be made "free port".

21.3. It is expressly recognized by the Client that, in case of delay in the payment of invoices (even one) exceeding 5 days after the term agreed upon, SDA shall have the power to suspend all services including the technological solutions, even without notice.

Clients may choose among the different methods of payment indicated in the sales form or in the supplemental forms relative to the chosen service.

In case of delay in payment of even only one invoice or in case of any other sign which, in SDA's opinion, may undermine Clients' solvency, SDA may request appropriate guarantees in terms of payments of fees with a view to activating/reactivating the service.

Should Clients opt for payment at the end of each month, in accordance to the provisions of the sales form of the service, SDA shall charge a fixed fee on each invoice issued, the amount of which is indicated in the sales form itself for the chosen service. Said fee shall be charged for the additional administrative costs that this process entails to SDA and it may be varied by SDA by means of the procedure for contractual changes indicated in the article "PRIVILEGE, RIGHT OF RETENTION, SETTING-OFF – CONTRACTUAL CHANGES" with 10 days prior notice.

21.4. When envisaged by the sales form, SDA may also proceed to request supplemental fees, additional charges for specific services or for specific routes/destinations.

The Client undertakes to pay the amounts related to the performances envisaged in the contract within the terms and the modes agreed upon.

21.5. Any late payment will determine the automatic application, by SDA, of an interest rate that is calculated according to Legislative Decree 231/02 and successive modifications and integrations, as well as the application of any other measure envisaged by the aforementioned law on the matter of late payments in business deals.

The Client also declares to be a "debtor" for the intents and purposes of art. 2944 c.c. and 642 par.2 c.p.c. for the amounts owed to SDA and for the services rendered.

It is however granted the right to proceed with debt collection in the times and modes envisaged by the pro-tempore law in force, save the right for reimbursement of any greater damages caused by non-fulfillment.

22 - CASH ON DELIVERY

22.1. Where envisaged in characteristics for the service purchased, the request for cash on delivery shipments will be made by Senders by filling in the dedicated space of the form of reference. Senders shall specify: a) the number of parcels; b) the gross weight; c) the value of cash on delivery expressed in figures and letters; d) the ways to collect money, by choosing them only among those indicated in the sales form; e) name and address of recipients.

Senders' failure to comply with what is requested above shall entail SDA's indemnity from the liability related to the collection of sums.

The Client/Sender declares to have expressly agreed with the recipient the payment for the shipments made as cash on delivery and to hold SDA harmless of any responsibility on the matter.

22.2. SDA may suspend, at any moment, the execution of the service if the recipients should report the use of the cash on delivery system as an "attempt to sell" which has not been explicitly agreed upon.

22.3. SDA and its agents shall not be liable for any possible irregularity, forgery and/or "uncovered" bank checks accepted upon Senders' order.

Should the payment of the cash on delivery shipments be made through an unpaid title, SDA shall automatically be able to compensate said amount, even in the absence of a specific written communication, with eventual amounts due to the Client, for any title or reason.

The amount to be collected for cash on delivery shipments shall be clearly and visibly indicated both in letters and figures in the dedicated spaces prepared on waybills and on the supplemental forms of

reference. Failure to fulfill the above stated formalities shall entail SDA's and its agents' indemnity from any liability related to the collection of sums for cash on delivery shipments.

The return of the sums for cash on delivery shipments by SDA to the Client shall vary according to the ways and means indicated in the sales form, or in the absence of said instructions, according to SDA corporate usages that Clients/Senders are called upon to request and be aware of. In case of loss, theft or burglary of the credit instruments related to the cash on delivery payments, SDA shall be only liable for providing a copy of the report to Senders or Recipients (if the presentation of the complaint is SDA's responsibility) for the fulfillment of the operations and procedures linked to the cancellation of the title in keeping with the laws in force.

22.4. SDA shall not be liable for irregularities, forgery and/or uncovered means of payment accepted on Client/Senders' behalf. Should SDA accept a bank check under its name upon order, in the name and on behalf of Clients, SDA shall not be liable for the cashing of said check, nor shall it guarantee that it be covered and that the recipient/debtor be solvent. SDA shall only be liable for failure to collect the sums for cash on delivery shipments, according to the ways and methods chosen by Clients, however, only within the limits of the cash on delivery amounts. SDA shall not be liable in case of theft and burglary of shipments or in cases of errors and/or omissions related to shipments the documents of which stem from e-files and non e-files provided by Clients.

Clients shall authorize SDA to appoint, in any phase, substitute agents to finalize the collection of sums. Should, for any reason, recipients fail to pay according to the ways and means agreed upon with Clients, the latter shall authorize SDA to store and return shipments to them.

The fees related to cash on delivery shipments shall be due anyway, also in case of Recipients' refusal to accept shipments and in any case in which failure to collect sums was determined by reasons beyond SDA's reasonable control.

The Client also authorizes SDA, from now on, to compensate the amounts received by the clients as cash on delivery amounts with the eventual credits that SDA has towards the Client, under any title.

23. – INSURANCE – COMPENSATION LIMITS

23.1. For national shipments, subject to SDA's indemnity pursuant to these General Conditions and the undersigned sales form, as well as what is envisaged in article 18 on the matter of inspections, it is the Client/Sender's faculty to expressly ask the signing, in his/her favor and expenses, of an ad-hoc insurance guarantee to cover any damages derived from the transportation, beyond the limits placed in force by the law and by these general conditions.

In that case, Clients/Senders shall indicate all the information to ensure the shipment's insurance, the amounts insured, however, cannot exceed the limits indicated in the sales form and on any other module regarding the chosen service.

The Client, furthermore, undertakes to use a specific form (e.g. specific waybill for insured shipments), if present. The non-compliance of what is requested above will make SDA harmless from all responsibilities concerning the insurance coverage.

Said guarantee shall be regulated by the contractual conditions of the insurance company.

For the shipment of new goods, object of trade, the insurable value is derived from the invoice value of the goods, VAT excluded if the subject recuperates it.

23.2. In order to determine the damages, always within the limitations herein, for the goods that are object of on-line trade, beyond the documents of origin of the goods, it will be necessary to also provide a copy of the transaction that took place between the parties (order, bank transfer, credit card, etc.) that the insurance company reserves to ask for during the inquiry phase of an eventual investigation. The shipments that are not object of trade (exchange of goods between privates), may be only insured if in possession of adequate fiscal documentation apt to determine the value (original invoice, receipt, etc.) and the insurable value will be calculated based on the value of the goods at the time of the shipment.

The eventual damage is derived from the difference between the value of the goods as it is defined above and that of the goods in the condition in which the goods are following the incident.

In case of damage or loss of any repairable part of the goods, the reimbursement will only be related to the value of the damaged or lost part, also if this has not been evaluated separately. Only the reparation or replacement expenses of said part, excluding any fall in price of the item it belonged to, will be reimbursed.

23.3. In case of accident the Client/Sender must:

- a) Place the required reserves on the goods delivery documents and give immediate warning to SDA, within the terms envisaged by the applicable law; otherwise the shipment will be presumed intact;
- b) Take the necessary measures to avoid or diminish the damage and to provide for a retrieval and conservation of the transported goods;
- c) To provide SDA for digital photos of the damaged items, of the relative packaging and to keep them available for the insurance company for the eventual report;
- d) To provide SDA and/or the insurance company for any document that is useful to comply with any further request on their part to determine the damage, within the envisaged limitations.

Possible damages shall be refunded with a 10% uncovered, with a minimum amount of € 25.82. The 10% which will be subtracted from the amount which will be reimbursed after the claim procedure is over.

23.4. Conversely, should Clients/Senders insure shipments directly with an insurance company they trust, they shall require the insurance company to expressly include the clause in which the Company waives any recoupment claims vis-à-vis SDA. It is agreed that if the insurance company of the Client/Sender initiates recoupment actions vis-à-vis SDA, Clients/Senders themselves shall hold SDA harmless from and against any sum it has to pay as a result of said actions. Any recoupment action cannot however, in any case, exceed the limits established by these general conditions.

It is agreed that in the absence of insurance coverage, all damages will be directly paid by Clients/Senders themselves, considering the above stated SDA indemnity.

The above stated provisions shall also apply for transport outside the country of origin.

24 – DELIVERY TIMES – TIME DEFINITE DELIVERY SERVICES

24.1. SDA usually performs quick deliveries on the basis of pre-defined plans which, in most cases, allow performance within the envisaged number of working days. Nevertheless, no contractual term is established for delivery in favor of the Client/Sender or in favor of any other subject.

In relation to the majority of the offered services, SDA does not undertake to carry out any shipment, peremptorily within the indicated terms and times, except when it has not explicitly agreed upon through a specific written document signed by a subject with adequate powers.

Any indication in relation to delivery times/ways (such as “Urgent”, “by ...” by ...hours”) placed on the waybill or any other document will have no binding legal value for SDA, even though it was accepted and signed by SDA staff who, however, have no power to change the contractual terms and/or the delivery times and ways.

Therefore Clients shall assume any and all risks/liabilities in case of entrustment of shipments containing documents to be delivered to the recipient in peremptory ways or timeframes.

The above also applies to all the services for which time definite delivery is envisaged and qualified as “time definite” services. In fact, these services, as it is envisaged in their sales forms, ensure to Clients, who request it in writing under the forfeiture terms envisaged by these services, ONLY the refund envisaged in the sales form related to the service requested. Usually this refund coincides with what is paid as additional charge or, where envisaged by the service, by making a new waybill available.

Said refund shall not be paid when delays fall within the limits of tolerance envisaged for the service purchased or in case of delays caused by the impossibility of delivery for causes not attributable to the carrier under articles 16 and 17 of these General Conditions of Carriage and whenever the failure to perform the delivery within the predefined timeframe is not attributable to SDA (such as incomplete data provided by Clients, wrong addresses, recipients’ absence, refusal of shipments, shipment of goods unacceptable for transport, force majeure events, etc.).

24.2. SDA has an express indemnity against any further damage resulting from delays; therefore refunds made under the terms envisaged in this article exhaust any claim for damages by Clients/Senders as a result of delays in deliveries.

25 - INFORMATION AND CONSENT OF CLIENTS/SENDERS TO THE TREATMENT OF PERSONAL DATA PURSUANT TO LEGISLATIVE DECREE NO. 196 OF JUNE 30, 2003, (HEREINAFTER REFERRED TO AS “CODE ON PROTECTION OF PERSONAL DATA”)

25.1. The personal data asked to Clients/Senders and/or the recipient’s data are needed for contracts to be finalized and will be included in files and e-databases of SDA, which is responsible for data treatment in keeping with the Code on personal data protection, and/or in the e-archives and paper

archives of Poste Italiane Group's companies or by any third parties entrusted to perform part(s) of the service, in accordance with the law.

The collection of said data is essential for the execution of the service.

SDA, however, intends to keep and maintain Clients/Senders data since this allows it to provide to them quicker commercial services more suitable for their needs.

25.2. In order to improve the flexibility of the shipment's delivery, SDA shall be able to make use of the e-mail address and/or of the mobile phone number of the sender and/or of the recipient to communicate the shipment's progress status and its expected delivery date.

25.3. SDA shall use the Clients'/Senders' data to conduct statistical and market research studies, send advertising and information material, make promotional or commercial communications also for partner companies or companies belonging to the Poste Group, for the sales activity and for the supply further services and/or additional ones to the services included in these Conditions.

25.4. Furthermore, SDA, even in the absence of a specific communication addressed to it, may use the Client's data in order to participate to public and private tenders, in the event that a delivery experience in the same business field as the Client's is requested.

25.5. The data collected by SDA for the shipment service may be communicated to fellow consortium companies, parent companies, subsidiaries or connected companies, authorized mandatories, including debt collection companies, advisors and professionals, even in association, marketing companies and marketing research companies.

Furthermore, the data may be communicated to executives, directors and employees of the company; subjects for whom communication is needed, functional and conducive to the performance of the envisaged activities; subjects whom have the power to gain access to data pursuant to law provisions, rules and regulations. Data shall be treated both under paper and electronic format.

25.6. The data treatment manager, in accordance with the "Code on Protection of Personal Data", is SDA Express Courier S.p.A., with head office in Viale Europa 175 – 00144 - Roma.

Moreover, the company also holds all information regarding the personal data treatment manager.

25.7. Clients/Senders shall be informed of the fact that article 7 of the Code on the protection of personal data attributes specific rights to them, which can be exercised at any time upon request to be sent to the registered office of the company, including the right to be informed of all the data regarding them in possession of the Company or parent companies, affiliates and subsidiaries; of the aims for which this data was collected; of the right to obtaining the updating or elimination of this data.

25.8. The provision of data by Clients/Senders and/or of the recipient, necessary to finalize and perform contracts, shall be optional for the other aims indicated in this article on clause 25.3., 25.4.. A possible refusal to provide them, however, would have the result of preventing SDA from performing normal and productive commercial services.

Therefore, within the limitations of the laws in force, by signing sales forms, waybills and forms of reference, Clients/Senders shall consent to the treatment of their own personal data for the purposes indicated in this article, pursuant to the Code on the protection of personal data.

25.9. The Client shall be solely responsible for the treatment of personal data of the recipient and any data relating to third parties provided for the purpose of performing the service. Therefore, where necessary and stated in the *pro-tempore* provisions in force, the same Client undertakes to adequately inform all the involved subjects with the information relating to the personal data by SDA, in accordance with these general conditions and undertakes to respect the obligations of information, consent and notification to the recipient and to any involved third parties.

25.10. In relation to the various types of services offered by, if the recipient of the shipment or other subject who appears to be authorized to do so (in possession of the number of the proof of non-delivery and the number of the relative waybill/shipment), asks SDA and its agents, even telephonically, for information regarding the origin of the shipment, SDA will provide it.

Furthermore, in order to facilitate the performance of the requested service, the recipient may be granted the faculty of accessing, even by using the Technological Solutions, the shipment data and its origin.

In particular, in the absence of the delivery of the shipment due to the absence of the recipient, the latter may request the release of the shipment by providing the numbers of the notice of non-delivery and relative waybill/shipment.

25.11. In relation to the above, the Client/Sender consents, as of now, to the treatment of his/her personal data and expressly waives the right to act against SDA in any seat or instance.

26 - CONVENTIONAL FORFEITURE

The exercise of actions related to individual shipments by Clients, when not differently envisaged, shall be made, under penalty of forfeiture, within 6 months from the date in which the shipment has been performed or would have been performed.

The terms indicated in the sales form for the exercise of the Clients'/Senders' rights for individual services (such as refund requests) shall be considered essential. Failure to comply with them will entail the forfeiture of these rights. By signing these General Conditions, the Client waives the right to any actions outside the contract deriving, in hypothesis, from the execution of the services.

27 - APPLICABLE LAW – RELEVANT JURISDICTION

The applicable law to the services in object is the Italian law.

Only the Rome court shall have jurisdiction over any controversy or dispute.

28 - CONSUMERS

28.1. If, according to current regulations, Clients fall within the classification of “consumers”: (i) the relevant court will be the one of Clients/Senders' domicile, if located within the national territory; (ii) the clauses which, pursuant to the pro-tempore regulations in force, are considered null and/or void shall be considered removed from the text, while the remaining clauses of these Conditions shall continue to apply.

28.2. Consumers, however, are informed of the fact that, except for cases of willful misconduct and gross negligence, the indemnity envisaged by article 1696 of the Civil Code applies.

29 – ORGANIZATION MODEL EX D.LGS. 231/01 AND ITS SUCCESSIVE MODIFICATIONS AND INTEGRATIONS – ETHICAL CODE OF CONDUCT

29.1. The Client undertakes, also on behalf of his/her employees and of other subjects who might have an interest, in accordance with art. 1381 of the Civil Code, to strictly abide by the laws of the SDA Organization Model ex D.Lgs. 231/01 and its successive modifications and integrations, and to also abide by the Ethical Code of Conduct of the Poste Italiane Group, as it was approved by SDA, which he/she declares to have read in its entirety by visiting the www.sda.it website and to accept all its terms and conditions entirely.

The Customer therefore undertakes to conform to the conduct therein envisaged.

29.2. In case of non-compliance with any of the rules envisaged by the aforementioned regulation, that is ascribable to the Client's responsibility and/or if he/she is committed for trial and/or if he/she is sentenced for any felony or misdemeanor envisaged by D.Lgs. 231/01 and its successive modifications and integrations, SDA will have the right to withdraw from any written agreement and, in the most serious cases (also if condemned after sentence in accordance to art. 444 of the Civil Procedure Code), to terminate such agreements effective immediately in accordance with art.1456 of the Civil Code, with a simple written communication, also to be sent by fax, except for any other provision of law, including the right of reimbursement of any occurring damages.

SDA EXPRESS COURIER S.P.A.
The CEO
Paolo Rangoni