1. Recitals

Unless it is explicitly agreed in writing between the parties, these General Conditions shall govern obligations arising from contracts entered into by the Freight Forwarder as well as obligations arising from acts or facts of employees or agents of the Freight Forwarder. The responsibility of the Freight Forwarder shall also be defined by these General Conditions.
These General Conditions shall be published online on the web site www.fedespedi.it.

2. Definitions

For the purposes of the present General Conditions the term:
a) "Freight Forwarder" means the party entrusted with the conclusion of the contract of carriage, and/or with the performance of one or more ancillary operations;
b) "Freight Forwarder acting as carrier" means the party entrusted with the forwarding of the goods who also acts as performing carrier or explicitly undertakes obligations as performing carrier;
c) "Principal" means the party who entrusts the Freight Forwarder with the conclusion of a contract of carriage and/or with the performing of one or more ancillary operations;
d) "Shipper" means the party appearing as such, or as Consignor, in the contract of carriage entered into by the Freight Forwarder;
e) "Carrier" means the party actually performing or undertaking the performance of the contract of carriage.
The term "Freight Forwarder" is meant to include also the "Freight Forwarder acting as carrier", unless any provision should keep the two cases apart. The term "Freight Forwarder acting as carrier" shall only pertain to the meaning specified in the aforementioned letter *b)*.

3. Scope of application

Either when acting on his own or when acting on behalf of third parties in the conclusion of the contract of freight forwarding and/or carriage, the Principal explicitly agrees that these General Conditions shall apply to all the contractual and non-contractual relationships with the Freight Forwarder and to all the actions and claims against him.

4. Duties of the Freight Forwarder

By virtue of the mandate received, which shall normally be issued in writing, the Freight Forwarder shall provide for entering into the contract of carriage and for performing the relevant ancillary operations, reserving to himself full liberty of action where necessary and shall be at faculty to consolidate cargo as groupage (unless otherwise explicitly agreed in writing between the parties), always performing with utmost diligence and acting as Freight Forwarder and never as Freight Forwarder acting as carrier.
The Freight Forwarder, unless otherwise explicitly agreed in writing between the parties, will not accept to perform the contract of shipment and/or carriage related to:

- dangerous goods potentially liable to cause prejudice to persons, animals, other cargo or things;
- perishable goods;
- goods not packed or non-properly/insufficiently packed;
- valuables, coins, precious goods, works of art.

Dangerous goods will include but will not be limited to, the goods classified as dangerous by the IATA, IMO, ICAO regulations or provided by the ADR/RID regulations.
In case the aforementioned goods should be entrusted to the Freight Forwarder without previous agreement, or in case the Freight Forwarder accepts instructions on the basis of wrong, incomplete or false information about the nature or value of the goods, the Freight Forwarder shall have the right to terminate the contract or, where necessary, to refuse, deposit or dispose of the goods or even destroy them in case of danger. If any of the above mentioned events shall occur, the Principal and/or the Shipper shall be held liable for any consequent damage and cost occurred.
The Freight Forwarder may ask for a lumpsum payment under art. 1740 of the Italian Civil Code and in this case the Freight Forwarder will operate as such and not as Freight forwarder acting as carrier.

5. Time of delivery

The Freight Forwarder does not guarantee the delivery of the goods on an agreed time, and therefore cannot be held in any event liable for delay in collecting, carrying and/or delivering of any shipment irrespective of the cause of such delays or irrespective of any request by the Principal for particular terms and time of delivery even if indicated in the documents of transport.

6. Declarations and warranties by the Principal/Shipper

The Principal and the Shipper warrant and declare:

- that the shipment has been correctly and accurately described in every document of carriage;
- that the goods declared by the Freight Forwarder as non-acceptable have been acknowledged as such by the Shipper and that they have not been included into the shipment;
- that the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume and dimension of the packages and any other information given is true and correct;
- that packing and labeling related to the goods and to the conditions of carriage, are considered as appropriate.

The Principal and the Shipper further explicitly declare to hold the Freight Forwarder harmless from any damage, claim or cost at any title arising from:

- the breach of the warranties above mentioned;
- the lack, insufficiency or inadequacy of packing;
- the lack of information on cargo and on packages about the necessary cautions to be used in handling and lifting the goods.

In case the Freight Forwarder undertakes to perform customs operations, the Principal and/or the Shipper, warrant that the documentation related to the goods is authentic, complete and fully regular and that the goods strictly correspond to the description provided, comply with the relevant applicable law, are importable/exportable and are regularly labelled. In addition, the Principal and/or the Shipper shall give in due time all the information, dates, customs codes, customs entries and classification of the goods, and all the necessary documentation in order to proceed with the customs operations and formalities.
The Principal and/or the Shipper authorize the Freight Forwarder to handle all the data relevant to the shipment, even including personal data if necessary, in order to allow the Freight forwarder to handle the necessary online administrative and operating issues so to provide the shipment with the best assistance.

7. Quotation by the Freight forwarder

Quotations by the Freight Forwarder and agreements on prices and conditions are always and solely related to specified services and do not include, unless otherwise provided by the parties, additional costs arising from operations carried out of the ordinary working hours. Unless otherwise provided, quotations are binding solely for goods with normal volume, dimension and quality, under the relevant mode of transport.

8. Advanced Payment and credits of the Freight Forwarder

Whenever the Freight Forwarder, pursuant to agreement between the parties, pays in advance for the freight, the price of the carriage, the freight charges for containers, customs duties, costs and any other sum due, at any title, the Principal and/or the Shipper shall refund these amounts to the Freight Forwarder, plus interests in case of delay and plus compensation for any loss resulting from variations of the currency exchange.
The Principal and/or the Shipper shall hold the Freight Forwarder fully harmless from any claim for freight, customs duties, taxes, compensations for deterioration to the goods, fines and other sums charged at any title to the Freight Forwarder. In case the amounts and retributions due to the Freight Forwarder shall be paid by the Consignee or by third parties, the Principal and/or the Shipper shall still be liable for the immediate payment of the above mentioned amount in case the Freight Forwarder is not paid immediately and spontaneously by the obliged party.
Unless otherwise agreed, no set-off between amounts due to the Freight Forwarder and amounts claimed by the Principal and/or the Shipper will be allowed.

9. Lien on cargo

The Freight Forwarder shall have a lien on the goods and on the other detained properties relating to credits accrued or close to the date of due payment against the Principal, the Shipper and other third parties. The Freight Forwarder shall have the same lien also against the Consignee and/or against the Owner of the goods.

10. Delay or refusal to load or receive goods

The Principal and/or the Shipper shall refund and hold the Freight Forwarder harmless from any sum or cost due, including demurrages for means of transport and equipments, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.
In case of refusal or untraceability of the Consignee, the Freight Forwarder, if informed about the non-delivery of the goods in due time and if he is entitled to do so, can adopt the necessary and appropriate measures for the custody of the goods and its return, acting on behalf of the Principal and/or the Shipper, who are liable in case of total/partial loss or damages to the goods.

11. Liability

11.1 The Freight Forwarder shall not be liable for the performance of the carriage but solely for the performance of the contract within the limits established by the entrustment upon the Freight Forwarder and for any possible ancillary obligation.

11.2 The liability of the Freight Forwarder acting as carrier related to any damage and claim arising from the operations of shipment and/or carriage, including possible technical stops, shall not exceed the limits of liability provided to the Freight Forwarder and/or Carrier under the relevant international law applicable to each shipment or under the relevant national law applicable to each carriage or shipment, including Italian law, and in any event the limits of liability cannot exceed the limits granted to the actual carrier.
"Technical stop" means the stoppage of the goods in a storage area, or in a warehouse, or in a terminal or in any other recovery area, for any need related to the performance or continuation of the carriage, or in any event related to the needs of storing the goods during the carriage or during stops on the way to delivering the goods to the Carrier or to the Consignee.

12. Loss occurred during unidentified leg

Whenever it is impossible to identify the leg of the carriage when the damage or the loss occurred, as well as in case of damage or loss occurred during warehousing and/or storage not identifiable as technical stop (including, therefore, the deposit granted free of charge or by courtesy) performed by the Freight Forwarder using his own facilities or performed by his agents, or in case the bailee or the agent could not benefit of the limits of liability during the period of storage and/or handling, the maximum limit of 8,33 DSP/kg shall apply in case of loss or damage to the goods.

13. Indirect damages

Irrespective to and in derogation of articles 1223 and following of the Italian civil code, the Freight Forwarder shall never be liable for indirect damages (such as, but not limited to: income losses, loss of profits or damages arising from delays in performing the carriage).
In case of shipments of samples and of commodities or goods to fairs, expositions /exhibitions, events and the like, compensation for any recoverable loss (if due) shall not exceed the amount of the agreed freight charge.

14. Claims

Any claim for loss, wrongful delivery, deterioration and damage must be submitted in writing and sent to the Freight Forwarder strictly within the deadlines and time-bars under any applicable law as provided by art. 11.

15. Insurance

If empowered by the Principal, the Freight Forwarder can enter into a contract of insurance on behalf of the holder of insurable interests for the coverage of risks of loss or damage to the goods. The costs of the coverage shall be specified in the quotation by the Freight Forwarder.
Without explicit instructions by the Principal, the insurance coverage, if required, shall be entered solely for ordinary risks, at the usual conditions of this kind of coverage for whom it may concern as a single shipment or as an open cover. In no cases the Freight Forwarder can be considered as insurer or coinsurer.
As an alternative, the Principal can directly provide and insure the shipment and/or the carriage. In this case the relevant insurance policy shall explicitly embody a waiver by the Insurer of his right of recovery against the Freight Forwarder.
Unless the Principal has not explicitly instructed the Freight Forwarder to do so, the latter shall not commence legal proceedings in order to seek recovery from the Insurer, interrupt time bars, follow developments of the survey. In the above mentioned case, an additional compensation shall be due by the Principal to the Freight Forwarder.

16. Force majeure

The Freight Forwarder shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by fortuitous events, by exonerating circumstances as provided by any applicable law as specified under art. 11, and in any event by circumstances out of his control such as, but not limited to:

a) act of God;
b) cases of force majeure such as wars, incidents/deteriorations to means of transport or embargoes, civil commotions or riots;
c) defects, nature or inherent vice of the goods;
d) acts, breaches of contract, omissions by the Shipper, by the Consignee or by anyone else who may have an interest in the shipment, by the State Administration, Customs or Postal Authority or any other competent Authority;
e) strikes, lockouts or work conflicts.