

CONDITIONS OF CARRIAGE & GENERAL TERMS and CONDITIONS (Version 01/06/2010)
VIVA XPRESS LOGISTICS (ITALIA) SRL

These General Conditions of Trading (hereinafter referred to as "General Conditions") govern the express transport services rendered by **VIVA XPRESS LOGISTICS (ITALIA) SRL** (hereinafter "VXL") a company registered in Italy. By availing himself of one of these services, the Shipper declares to accept these General Conditions without reservation; said General Conditions shall prevail over any divergent conditions of the Shipper. These General Conditions shall not be amended by the agents, the officers or the employees of VXL or by the Shipper.

Article 1 - HOUSE AIRWAY BILL (hereinafter referred to as "HouseAirWayBill" or "HAWB"):

The Shipper declares that the HAWB was completed by him or by VXL in accordance with his own instructions. This HAWB is not negotiable. The Shipper guarantees that he is the owner of the contents of the shipment entrusted to VXL or that he is duly empowered to act on behalf of said owner. The Shipper declares that he consequently accepts these General Conditions in his capacity as owner or on behalf of the latter and of any and all persons having a right in relation to the contents of the shipment in question.

Article 2 - OBLIGATIONS OF THE SHIPPER & DECLARATIONS:

2.1. The Shipper guarantees that:

2.1.1. the contents of the shipment are as described on the HAWB and that these contents do not belong to a category of shipments which VXL does not carry pursuant to Article 9.

2.1.2. the address of the Receiver is complete (including postal code and telephone number) and worded in the language of the Country of destination or in English.

2.1.3. the contents of the shipment entrusted to VXL are properly packed to meet the normal handling and transport conditions habitual for the express transport sector.

2.1.4. the shipment complies with all regulations and laws, including those concerning customs, import and export of the country of origin, destination or transit. At the Shipper's request, VXL will indicate eventual Countries of transit. The Shipper shall authorise VXL to complete on his behalf all the required documents in order to comply with the relevant regulations and laws. The Shipper certifies that all information he has given verbally to VXL or mentioned on the HAWB or on any other related documents are accurate and complete. The Shipper guarantees that he will indemnify VXL from any prejudice caused to all third parties and shall assume all claims, damages and interests, all penalties and expenditures arising from the failure of the Shipper to comply with the above mentioned regulations and laws. The Shipper declares to discharge VXL of all obligations to carry or to continue carrying the shipment, if it turns out that the content of the shipment he entrusted to VXL belongs to a category that VXL does not carry pursuant to Article 9, or that he has underestimated the value for customs of the contents of the transported shipment, or has provided an inaccurate description or an address that is incomplete or inaccurate or not worded in the language prescribed above, whether on purpose or not. In such cases, the Shipper shall under no circumstances engage the liability of VXL; he shall moreover act as guarantor of VXL, provide for the defence, indemnify him from prejudice caused to a third party and shall assume all claims, damages and interests, all penalties and expenditures arising from such cases.

2.2. For the cases referred to in the present article, the Shipper shall bear on his own, the total of all costs and expenses incurred for the forwarding of such shipment and the costs and expenses incurred if such shipment should be returned to the Shipper or to be left on hold in a warehouse.

2.3. In view of the specific nature of the services rendered by VXL, VXL reserves the right to refuse to carry or continue to carry any shipment on behalf of a Shipper as well as to refuse to carry or continue to carry any category of shipment likely to impair the quality of these services.

2.4. To forward entrusted shipments, VXL uses all ways and means it may deem appropriate, as well as utilises all sub-contractors, agents, brokers, and carriers that are considered to be authorised beforehand by the Shipper.

2.5. The Shipper shall vest VXL with all powers to carry out all formalities related to the export, import and customs handling of shipments in a customs broker capacity if required, or otherwise to have all such formalities carried out by any customs broker commissioned by VXL for this purpose.

Article 3 - INSPECTION OF SHIPMENTS:

3.1. VXL or any other third party acting in its stead will have the right, but not the obligation, to inspect the nature or the contents of all shipments in particular by, but not limited to, opening them. This inspection shall under no circumstances engage the liability of VXL.

3.2. VXL reserves the right to correct any and all errors in the declared weight of every shipment, initially declared by the Shipper, and to invoice the Shipper accordingly.

Article 4 - LIEN:

VXL shall have rights of lien and of preference on all shipments entrusted to him by way of guarantee for all claims, including transport costs, customs and warehousing duties or other expenses of any nature arising from the act of carriage.

Article 5 - LIMITATION OF LIABILITY:

Subject to Article 7 infra, the extend of VXL liability for any loss or damage of any shipment shall be limited to the least of the following three amounts:

5.1. EUR 100,-;

5.2. the amount of loss or damage of the contents of the shipment actually suffered;

5.3. the Real Value of the contents of the shipment as determined in reference to the cost of drafting or replacement, reconstitution, reconstruction, repair or resale at the time and place of shipping, without consideration of the commercial utilisation or particular interest of the Shipper in subject contents.

Article 6 - EXCLUSION OF INDIRECT DAMAGE:

The liability of VXL shall under no circumstances, aside from gross negligence or fraud, be engaged for indirect loss or damage, whatever their origin and irrespective of whether VXL could have been cognisant of such possible damage or loss. Such indirect damage or loss shall include, but not be limited to, all loss of income, profit, interest or contracts and all loss incurred by the impossibility to use all or part of the contents of the shipment.

Article 7 - EXCLUSION OF LIABILITY:

7.1. Even though VXL shall do everything in its power to ensure rapid delivery during normal delivering times, VXL shall under no circumstances, aside from gross negligence or fraud, be held liable in case of delayed collection, transport or delivery of a shipment, irrespective of the cause of said delay.

7.2. Furthermore, VXL shall under no circumstances, aside from gross negligence or fraud, be held liable for losses, damages, and errors in deliveries or delivery failures due to:

7.2.1. a case of force majeure or a fortuity or any cause justifiably beyond the control of VXL;

7.2.2. any act, carelessness or negligence on the part of the Shipper, the Receiver or any third party claimants to the shipment, any person unconnected with VXL, any employee of Customs, Postal Services or other Public Services and, if so advised by the Shipper, of all carriers used, all representatives or all substitute enterprises engaged in the execution of the shipping, or any other sub-contractor entrusted with the shipment by VXL;

7.2.3. the nature of the contents of the shipment carried or any other defect, particular feature or flaw inherent thereto;

7.2.4. the erasing or any other related damage caused by electric or magnetic phenomena to electronic images and photographic and reproductions and to recordings in any form.

Article 8 - CLAIMS:

8.1. All claims must be drawn up in writing by the Shipper and served by registered letter addressed to the registered office of VXL within 10 calendar days from the date of the HAWB. No claim for loss or damage shall be admissible against VXL beyond this period.

8.2. No claim for loss or damage shall be admissible as long as the total of the cost of shipping and carriage is not paid. The Shipper may not in any case deduct the amount of his claim from other costs of shipping and carriage that the Shipper owes to VXL.

Article 9 - GOODS VXL DOES NOT CARRY:

VXL does not carry goods subject to IATA restrictions or any other contents that, owing to their value or characteristics, VXL deems unacceptable for transport for legal or security reasons, including but not limited to, the goods excluded in its rate cards and brochures.

Article 10 - WARSAW CONVENTION / CMR:

10.1. If the carriage of a shipment entails a final destination or a stopover in a country other than the country of origin, the Warsaw Convention may apply. In such a case, the said Convention governs the liability of VXL liability for loss and damage and usually limits this liability to sums below those prescribed in the present General Conditions.

10.2. Road transport is subject to the provisions of the CMR Convention signed in Geneva on 19/05/1956 and the CMR Protocol signed in Geneva on 05/07/1978.

Article 11 - PAYMENT BY THE RECEIVER:

If VXL has accepted to invoice the Receiver for the total costs of carriage of the shipment, VXL reserves the right to refuse to do the delivery until all said costs, and in more general terms, all related expenses have been paid. If the Receiver fails to remit payment, the Shipper shall be liable for the said payment and related expenses, like for instance insurance, including, but not limited to the expenses incurred to return the shipment to the Shipper, if necessary.

Article 12 - INSURANCE:

12.1. Upon written request by the Shipper and after remittance of payment, VXL, on behalf of the Shipper, shall subscribe to insurance for coverage not exceeding EUR 25.000,- (or GBP 18.750,-);

12.2. This insurance coverage shall be governed by the terms and conditions defined in the insurance policy of the Company with which the insurance was subscribed.

12.3. Any indirect damage and loss or damage resulting from carriage delays is not covered by the conditions of such an insurance policy.

Article 13 - JURISDICTION AND APPLICABLE LAW:

All disputes shall be referred to the competent court in the district of the registered office of VXL, which shall have sole jurisdiction, and shall be subject to the law of the country in which the registered office of VXL is located.

Article 14 - INVOICING, TERMS OF PAYMENT, INTEREST ON OVERDUE PAYMENTS AND ADMINISTRATIVE EXPENSES:

14.1. VXL issues all sales invoices electronically (by e-mail), unless the Shipper requests in writing to receive such invoices by post. In such a case, VXL reserves its right to debit, per invoice, a fee equivalent to EUR 10,00 in the currency in which the invoice is issued.

14.2. All our invoices are payable in cash and without discount to the registered office of VXL or its bank and only in the currency in which the invoice is issued.

14.3. All invoices not paid on the due date shall automatically and without prior notice accrue (a) an interest of 1% for overdue payment per month commenced and (b) 15% by way of compensation, with a minimum equivalent to EUR 40,00 in the currency in which the invoice is issued..

Article 15 - COMPENSATIONS:

When the Shipper and VXL are reciprocal Customer and Supplier of each other, their respective invoices duly approved and due will be compensated by law up to the net amount. Consequently, only the net balance outstanding will be due either by the Shipper or by VXL.

Article 16 - TRANSLATION:

The English translation of the present General Conditions is provided for information purposes only. In case of dispute only the Italian version of these General Conditions will be applicable.