

GENERAL SHIPMENT TERMS R. JANUARY 2002

1. Definitions

- "Agreement": the agreement stipulated and entered into by accepting an "offer" or by signing a "shipment agreement"
- "Principal": the subject stipulating, together with the shipping company, the agreement, ruled by these terms
- "Merchandises": the goods that are the agreement's object
- "Shipping company": Pol-Rail Srl
- "Third party": a subject who carries out accessory operations, by his own means or by availing himself of assistance by third parties
- "Transport": the railway transport that is the object of the mandate
- "Carrier": the subject that carries out the transport, by his own means or by availing himself of assistance by third parties

2. Scope of application

These general terms are applicable to all Agreements stipulated by the Shipping company and the Principal.

3. Object

By stipulating the Agreement, the Principal appoints the Shipping company with the Mandate to stipulate with the Carrier, on behalf of the Principal, a shipment agreement, as mentioned by the Agreement.

4. Accessory operations

Accessory operations (as opposed to Transport) may be the object of the Agreement provided that they are explicitly stated therein; said accessory operations may be directly carried out by the Shipping company, or by Third parties. In the latter case, the Principal, by stipulating the Agreement, appoints the Shipping company with the Mandate to stipulate with such a Third party an agreement for the execution of accessory operations.

5. Representation

The Shipping company shall have the authority to represent the Principal. Therefore, the Shipping company shall be entitled to stipulate the agreements mentioned under Clauses 2 and 3 in its own name or in the name and on behalf of the Principal.

6. Merchandises

The Agreement describes the Merchandises that are the object of the Transport and/or of the accessory operations. The Agreement includes all directions as to packaging and quantities, so that the same are identifiable, as well as all agreements between the parties in this regard.

The Principal undertakes all liabilities as to the execution of all operations concerning the loading of the railway wagons. In this regard, the Principal shall be bound to fulfill the requirements listed in the document "Prescrizioni Internazionali per il trasporto delle Merci (PIM)" (International Guidelines for the transport of Merchandises- PIM), which are an integral part of these General Terms.

7. Transport

Upon stipulating the transport agreement that is the object of the Mandate, the Shipping company shall be entitled to agree with the Carrier, at its own unquestionable discretion and as it will deem best, upon the details of the transport. In any case it is understood that, save for different, written agreements between the Principal and the Shipping company:

- a. the agreement shall deal with a transport from station to station;
- b. the Shipping company shall be entitled to negotiate with the Carrier for a Transport:
 - by means of railway-owned or private wagons;
 - by means of single-load wagons or complete trains.

8. Remuneration

As remuneration for the services performed under the Agreement, as well as an advance on the payment of the remuneration due to the Carrier and to Third Parties, the Principal shall pay to the Shipping company the amounts fixed by the latter. Such amounts do not include:

- costs and/or extraordinary expenses charged for whatever reason by foreign railway networks;
- taxation at the station of departure and/or expenses for unloading and/or moving the merchandises by road transport;
- accessory costs that cannot be determined at the time of departure;
- costs caused by a consignment note that was not filled in in compliance with the provisions of the "Directions for filling in";
- any other cost and/or service not explicitly mentioned by the Agreement.

Such costs and expenses shall be charged to the Principal.

Barring different agreements, if they are provided for by the Agreement, the above mentioned amounts shall be paid to the Shipping company within 30 days after invoice date.

9. Transport documents

The international consignment note shall be filled in by the Principal, who shall comply with the "Directions for filling in" that the Principal has taken cognizance of and that are an integral part of these General Terms.

Any other documents that could be needed for executing the Transport shall be directly handed over by the Principal to the Carrier.

10. Liability

The Shipping company is not liable for any kind of damages (including damages for delays, losses and damages to the Merchandises) that could arise from the non-fulfillment of the transport agreement or of the agreement dealing with the accessory operations; only the Carrier and/or the Third Party are liable in these cases.



For the purposes of filing an action for claiming compensation for such damages, the Shipping company, if it has stipulated an agreement with the other parties in its own name, shall transfer to the Principal any rights arising from said agreement.

11. Insurance

Save in case of different agreements, the Principal shall take care of insuring the Merchandises against damages during the transport and/or deriving from the execution of accessory operations.

12. Applicable Law

The Agreement is regulated by the Italian Laws. The Carrier's liability (it is understood that the Shipping company may also be the Carrier if, by means of a specific written agreement, it has accepted such a role, as a dispensation to the provisions of these General Terms) is regulated by the "Regole Uniformi Concernenti il Contratto di Trasporto Internazionale per Ferrovia delle Merci (CIM)" (Uniform Regulations Pertaining to the International Agreement for the Railway Transport of Merchandises- CIM), or by the various international Conventions or special national laws that are compulsorily applicable to the Transport and/or to the accessory operations.

13. Competent Court

The Law Court of Udine shall be exclusively competent for settling any dispute arising from the interpretation and fulfillment of this Agreement.