



M-DIS / PICK UP POINT

GENERAL TERMS & CONDITIONS of SERVICE

1 PREMISES

- 1.1. These General Terms and Conditions of Service (hereinafter also "**GTCS**") apply to the Services (as defined below) provided by m-dis Distribuzione Media S.p.A. (hereinafter "**Provider**").
- 1.2. Provider provides the Services (as defined below) also throughout kiosks (*edicole*) available across the Italian country that offer the pick-up point service ("**Pick-Up Points**"). The Client acknowledges and agrees that the Pick-Up Points are operated by third parties that belong – based on specific service agreements – to the Provider's "PrimaEdicola" network and that, therefore, the list of the available Pick-Up Points shall be unilaterally amended by the Provider from time to time during the entire term of the agreement without penalty.
- 1.3. By entrusting the shipment to Provider, the client (hereinafter also the "**Sender**" and / or "**Client**", and together with the Provider, the "**Parties**", and each of them also a "**Party**") agrees, also on behalf of the consignee (hereinafter also the "**Recipient**") and of any other party interested in the Service, to the entirety of these GTCS as well as to any additional document and/or attachment to which the GTCS may refer to.
- 1.4. The Client acknowledges and agrees that the Provider reserves the right to modify, at its discretion, these GTCS as well as the characteristics and conditions of each Service, notifying in writing the Client of any change (and the relevant publication on the company website at the following link:

<https://www.m-dis.it/servizi-dl/punti-di-ritiro/general-terms-conditions-service/>.

The amendments shall be communicated to Client (i) by indicating the information on the first following invoice addressed to the Client, or (ii) through an e-mail or certified e-mail to the addresses indicated by the Client. In the absence of withdrawal by the Client, to be exercised (and communicated in writing) to the Provider within 30 (thirty) days following receipt of the above invoice and/ or e-mail and /or certified email, the amendment shall be deemed accepted.

- 1.5. Any declaration that waves from these GTCS, made by Provider's employees, collaborators or any third party in general, shall have binding legal value, only if expressly approved in writing by a subject duly empowered to do so.
- 1.6. The Client acknowledges and agrees that, in carrying out the Services (as defined below) regulated by these GTCS, Provider shall be entitled to entrust all or part of each Service to other entities belonging to the same group and / or to third parties.
- 1.7. The premises and the documents that are expressly referred to herein, constitute an integral and substantial part of these GTCS.
- 1.8. The Client acknowledges and agree that the brands, the logos, the domain names as well as, in general, any kind of distinctive marking used to identify Provider and its Services, are protected according to the applicable laws and that, therefore, the relevant reproduction in any form shall require an express Provider's written authorization.

2 THE SERVICE

- 2.1. The Client entrusts to the Provider the task of managing, through the Pick-Up Point network and its logistics network, in the territory of the State of Italy or a portion thereof (to be agreed in writing between the Parties) and up to a maximum number of parcels per working day to be agreed in writing between Parties, the following services (hereinafter jointly defined as the "**Services**" and each a "**Service**"):

- receipt of parcels at the Provider's warehouse, currently located in Trezzo sull'Adda (MI) ("**Provider Warehouse**");
- transport of parcels to the Pick-Up Points chosen by the Recipients and indicated to the Provider by the Client;
- receipt by the Pick-Up Points of the parcels indicated by the Client;
- custody of parcels at the chosen Pick-Up Points until collection by the Recipient, for a maximum of 7 (seven) days starting from the receipt by the selected Pick-Up Point notified by the Provider to the



Client and/ or Recipient (“**Collection Term**”);

- delivery of parcels to the Recipient at the selected Pick-Up Point;
- return of parcels, if not collected by Recipient within the Collection Term, to the Provider Warehouse.

- 2.2. The Provider may change the location of the Provider Warehouse by giving prior written notice to Client.
- 2.3. The maximum number of parcels that Client can entrust to Provider per working day shall be amended from time to time by Provider and communicated in writing to Client.
- 2.4. The Provider shall perform the Services based on the written order(s) and instructions of the Client.

3 PICK UP POINTS

- 3.1. Provider shall make available to the Client the technical documentation to allow the Client to insert and integrate the Pick-Up Points list in the Client's IT platform, thus ensuring communications via webservice or through the exchange of protected files between the Parties.
- 3.2. Client undertakes not to enter into any kind of agreement and, in any case, not to use, directly or indirectly, the Services (and not to make any of its suppliers enter into any kind of agreement and not to use the Services) of each and all the subject(s) or entity(ies) operating the Pick-Up Points, for at least 12 (twelve) months after the expiration or termination of any agreement related to the Pick Up Point Service between Client and Provider.

4 PERFORMANCE OF THE SERVICE – ACCEPTANCE AND MONITORING OF THE SHIPMENT

- 4.1. Provider shall make available to Client the technical documentation to allow the Client to send its request for the Services, thus ensuring that such communications take place via webservice or protected file exchange between the Parties.
- 4.2. The request for Services shall be accepted by Provider starting from the working day following the day in which goods are entrusted to it for delivery, by communicating via webservice or protected file exchange to the Client the label number assigned to the parcel.
- 4.3. The Provider shall give visibility to the Client - via the parcel tracking web service - of the status of the shipment, allowing either the Client or the Recipient to be aware of it.
- 4.4. The number of shipments provided shall be determined exclusively based on the general report sent by the Provider to the Client (where available) at the end of the processing phase and shipping of the packages, all objections by the Client removed.

5 DECLARATIONS AND OBLIGATIONS OF THE CLIENT/SENDER

- 5.1. The Client, under its own responsibility, states and declares that:
 - it have full title and possession of the shipments and of their contents or to be agent authorized by a subject having full title and possession of them;
 - the contents of each shipment do not fall within the type of goods which, under Section 19 and under any applicable law in force from time to time in the Italian territory are unacceptable for carriage;
 - shipments are properly packaged to ensure transport without any risk of damaging the items carried, provided that Article 1693, paragraph 2, of the Italian Civil Code shall not apply.
- 5.2. The Client expressly authorizes not to perform or to interrupt the execution of the Service if the shipment has not been correctly and adequately described in accordance with the laws in force in the Italian territory, and in accordance with these GTCS. In that case, the Provider shall, at its own discretion, return to the Client or litter anywhere the shipment.

Since packages are packed by third parties (the Client or its customers), Provider shall not be liable for any damage suffered to the goods therein contained, unless the Client proves that the alleged damage to the products contained therein is unequivocally attributable to the Provider, their suppliers and/or the staff of the Pick-Up Point and, more in general, to the Service performance.
- 5.3. When requesting shipment services, Clients shall undertake to provide for each shipment:
 - a) via web services all information required by Provider (including, for each shipping, the number of parcels, the gross weight expressed in kilos, the size (width/length/height), the name of the Client, the name of Recipient, the ID code, name and address of the selected Pick-Up Point;
 - b) physically on the parcel an adhesive label following the standards communicated by Provider;In case of lack of any of the above information Provider will be authorized to charge the Client, for each



parcel affected, the double of the maximum price agreed for the Service. The Client acknowledges and agrees that in case of lack of information on the Pick-Up Point the or Recipient, Provider will not be able to carry out the Service.

- 5.4. The Client shall inform the Recipients in a clear and detailed way of the contents of these GTCS; of the tentative delivery times and the consequences of disservices on the shipment (liability limits, foreclosures, etc.). The Client shall be liable vis-à-vis the Provider for any lack of information or insufficient information toward the Recipient.
- 5.5. The Client also undertakes: (i) not to utilize the Services to, directly or indirectly, contravene any applicable laws; (ii) to strictly comply with the restrictions regarding the use of packaging, weight and dimension defined by Provider and to apply to every package a label compliant with all the Provider's specifications; (iii) to be responsible for any and all liability in relation to the contents of the shipments, expressly holding Provider harmless from any and all liability and responsibility which may result therefrom; (iv) to hold Provider harmless and indemnified from any loss, damage, liability, costs, charges and expenses, including any legal fees which could arise from a breach of the applicable laws or any other violation by the Client of its obligations and guarantees related to or in any way connected with the Services; (v) to hold Provider harmless from any claim of the Recipient and/or of any third party different from and/ or exceeding the amount indicated in Section 13.
- 5.6. The Client agrees that Provider, also through its employees or third parties, has the right to check without limitations, every shipment and its content, and undertakes to hold the Provider harmless and indemnified from any liability which may arise in connection with the above inspection right.
- 5.7. The Client guarantees to have prepared each 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 delivery to Provider.

6 SHIPMENT PACKAGING – LOADING TOOLS

- 6.1. The Client/Sender must (i) provide, at its own care, the packaging for the shipment; (ii) guarantee a regular and correct performance of the loading, unloading and movement operations, (iii) prevent the loss or damage of the goods therein contained, damages to persons, animals or things. The Client, therefore, shall be fully responsible for any eventual damages caused by improper packaging.
- 6.2. The Client shall ensure 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 shall not be used.
- 6.3. Packages shall be labelled by the Client without indication of the value or content of the package; the label shall include all the information required by the Provider for the management of the shipment.
- 6.4. The loading tools (pallets, collars, etc.) used by the Client/Sender, are, in all respects, an integral part of the packaging of the shipments and, therefore, shall not be returned to the Client/Sender.

7 CHECKS – INVOICING ASCERTAINED SURPLUSES

- 7.1. Client shall check whether the size and weight of shipments comply with the type of Service purchased. Client shall carefully determine its shipments weight and measure, as the weight and measurements declared by the Client shall be considered for invoicing purposes. Notwithstanding the foregoing, Provider reserves the right to weigh and measure shipments again, at any moment, and to invoice additional charges for any surplus ascertained, according to the list of additional charges envisaged for the Service. The weight/size check may be carried out after the acceptance of the shipment and, therefore, in the absence of the Client. The result of the check carried out by the Provider shall prevail; notwithstanding the foregoing, the Client shall be entitled to examine the documentation relating to Provider's measurements jointly with the Provider's legal office.
- 7.2. The invoicing relating to any ascertained excess of weight and dimensions may occur subsequent to the delivery of the shipment, and in any event, within the time limits provided for by the law. The Parties agree that the shipment costs shall be calculated according to either the Provider's offer or the agreement entered into by and between the Parties for the Services purchased by the Client.

8 PICK-UPS AND DELIVERIES

- 8.1. The Client undertakes to inform the Recipient of the arrival of the shipments to the selected Pick-Up Point.
- 8.2. The delivery of shipments is considered completed at the collection by Recipient at the Pick-Up Point



specified by Client.

- 8.3.** To the maximum extent permitted by the applicable laws, Provider shall have no responsibility by the time a shipment is delivered to the Recipient.

9 WORKING HOURS FOR PICK-UP AND DELIVERY OPERATIONS

- 9.1.** Delivery services are provided in business hours of the Pick-Up Point selected by Client at the entrustment of parcel.
- 9.2.** The delivery services are not guaranteed: a) on Sundays; b) on weekly holidays; c) during the holiday closing of the Pick-Up Point selected, at the entrustment of the parcel, by Client d) during the local holidays period or according to public administration provisions; and e) if an event of force majeure occur that involves the Pick-Up Point selected by the Client.

10 UNCOMPLETED SHIPMENTS

Client acknowledges and agree that any shipment not collected by the Recipient within 7 (seven) days from the date of receipt by the Pick-Up Point will be returned to the Provider Warehouse where the Client can collect them within the 15 (fifteen) days following the day of arrival at the Provider Warehouse, which shall be communicated by the Provider to Client in writing. Should the Client not collect the shipment within this term, Provider shall acquire the ownership of the shipment.

11 RIGHT OF WITHDRAWAL

- 11.1.** Provider shall have the right to withdraw, at any moment, from the agreement, if a shipment that has been entrusted to it: a) do not comply with the indications, packaging labelling and documents required by applicable laws, regulations, administrative regulations and conventions, including international regulations; b) for the nature of its content, does not allow the performance of the Service; c) can do harm to people, animals and things; d) is subject to quick deterioration or decomposition.
- 11.2.** In these cases, Provider shall have the right to return the single shipment to Client or, in case of imminent danger or deterioration, proceed to its destruction. The Client shall be liable for all the consequences and expenses which may result therefrom.
- 11.3.** The Parties may, however, withdraw from the agreement, or from each Service, by registered mail with return receipt or by certified e-mail, to be sent at least 30 (thirty) days in advance, except if differently envisaged by the offer and/or by other particular conditions applicable to each Service. The Client acknowledges and agrees that no refund and / or reimbursement shall be due by the Provider in case of exercise of the withdrawal right.
- 11.4.** Following acknowledgment of special rates, if the Client has undertaken to entrust a certain number of shipments, in the event of withdrawal, the Client acknowledges and accepts that Provider 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.

12 RIGHT OF RETENTION – SETTING-OFF – CONTRACTUAL CHANGES

- 12.1.** Provider shall have a privilege on any transported items for any credit arising from the Service, as well as in relation to any advance and/or any other fee related to the Service and it shall also have the right to retain and not deliver the transported items, including those envisaged in Section 20, until these credits and fees are paid and/or refunded. More specifically, Provider may exercise the right to retain whatever is in its possession, including any cash collected on Client's behalf, to recover its credits resulting from the performance of the Services, including those already performed and related to periodical or continuous Services.
- 12.2.** Client expressly authorizes Provider to set off any credit arising from the execution of the Service (i.e., the sums owed to the Provider for the transportation and/or any other Service performed in the interest of the Client) against (i) any amount owed to the Client under any title; and/ or (ii) the value of the transported goods.

13 INDEMNITY AND LIABILITY LIMITS

- 13.1.** Provider shall be liable for loss, theft of or damage to the goods contained in parcels entrusted by Client



only if the Client proves that the damage occurred as a result of gross negligence directly and exclusively attributable to Provider.

- 13.2.** Without prejudice to the limits set out in Section 13.1, if Provider is liable for damage and/or loss of one or more parcels, Provider shall compensate Client for the lesser amount between (i) € 1.00 (one) per kilogram of goods transported and/or stored and (ii) the value of the actual loss or damage, expressly excluding the indemnification of any further damage. Provider shall be liable for delay in delivering the parcel if the Client proves that the damage occurred as a result of gross negligence directly and exclusively attributable to Provider. If Provider is liable for delay in delivering the parcel, the Provider shall compensate YunExpress for 3‰ of the corresponding freight price for each day of delay.

14 DEFINITION OF ACTUAL VALUE

- 14.1.** The actual value of a parcel shall 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.
- 14.2.** In no case the value of a parcel shall be higher than its original cost actually paid by the Client/Sender.

15 DISCLAIMER OF LIABILITY

- 15.1.** Provider undertakes to make deliveries in accordance with the ordinary delivery programs. Without prejudice to Section 13.2, Provider shall not be liable for delays in picking-up, transporting and delivering, whatever the cause of the delay.
- 15.2.** Provider, furthermore, shall not be responsible for loss, failure, wrong or unsuccessful delivery of the transported shipments due to:
- force majeure, chance or any other reason that is not reasonably ascribable to Provider. Under article 1694 of the Italian Civil Code, force majeure shall include, by way of example but not limited to, theft, robbery, looting, all national or local strikes, lockouts, riots, acts of terror, piracy, fires, calamities, and interruptions in transports. Excluding cases of willful misconduct or gross negligence, which shall be proved by the Client and/or by the Recipient, the theft of the shipments entrusted to Provider it is assumed to have been caused by chance, force majeure or by the intervention of a third party;
 - nonobservance by the Client of its obligations under Section 6 of these GTCS;
 - non-use of adequate vehicles to transport special types of goods, in relation to which the Client has given no specific information;
 - loading, unloading and any other movement of the goods carried out by the Client or by the Recipient or by third parties authorized by them;
 - features of some goods that, by nature, are subject to total/partial loss or to spoilage or caused by other events which may have happened, by way of example but not limited to breakage, rust, internal deterioration, desiccation, natural weight loss or action of parasites, rodents and animals in general;
 - features of some of the goods entrusted for transportation with inaccurate information or declarations or in violation of the required security regulations;
 - non-fulfillment, even just omissions in declarations or behaviors of the Client/Sender, of the Recipient, 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 Provider, , irrespective of the fact that the Client/Sender might have requested or might have been informed of the delivery by a third party, notwithstanding the statements of Articles 1699 and 1700 of the Italian Civil Code;
 - the nature of the shipment and/or of each object therein included and/or of the packaging, defects, flaws and the relevant characteristics;
 - electrical or magnetic damages, cuts or any other similar damage to digital or analog images or to recordings of any kind.
- 15.3.** Provider shall be hold harmless and indemnified for any damage (including the amount of any cost, of any legal expenses, and, within any applicable limitation provided for by the law, of any fine or penalty) the Provider may incur as a consequence of any Client's and/ or Recipient's action and / or omission.

16 EXCLUSION OF INDIRECT DAMAGES

- 16.1.** Provider shall never be considered liable in respect of any 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 Service, irrespective of the Client's prior knowledge of the possibility of the losses and/or damages, including (but not limited to) loss of profits, gains, start-up, clientele and image.

17 COMPLAINTS

- 17.1.** Should the shipment's transportation be performed on a national level, any complaint for damages goods which is not verifiable at the time of delivery must be submitted by the Client/Sender in writing within 8 (eight) calendar days from Provider's delivery of the shipment or within the other mandatory terms provided by the applicable laws for each specific Service. In case of missing parcels, the Client/Sender must submit any complaint in writing within 1 (one) month from Provider's delivery of the shipment.
- 17.2.** The Client acknowledges and agrees that (i) the terms indicated in Section 17.1 are set forth upon penalty of forfeiture and that, therefore, following the expiry of the terms indicated in Section 17.1, no complaint may be filed against Provider. No complaint shall be reimbursed unless and until all transport costs have been paid. The amount of a claim may not be deducted or set off independently by the Client against the transport costs due to Provider.
- 17.3.** Under Article 1352 of the Italian Civil Code, any injunction addressed to Provider which produces the effects indicated in Article 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.
- 17.4.** After a complaint for damages has been raised, to pursue the envisioned reimbursement the Client must present the contents and the original packaging of the shipment, and all that is requested by these GTCS. The complaint shall be documented by attaching photographs of the shipment and of the damaged contents. Should Client fail to comply with the above procedure, the Provider will be entitled to refuse the payment of any damage.
- 17.5.** Without prejudice to all the above limitations, to calculate the amount of the potential reimbursement, the Client shall present proper fiscal documentation (i.e., waybill or equivalent) adequate to determine the value of the damaged goods, provided that if the goods are not described on the waybill, the Client shall also provide documented evidence (e.g., receipt and/or invoice) of the weight of the shipment (which must match the weight of the damaged goods).

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

- 18.1.** If the shipment is refused or is not collected by the Recipient, after payment of every duty and fee, Provider will return the shipment to the Provider Warehouse, reserving the right to apply Article 1686 of the Italian Civil Code.
- 18.2.** If the Pick-Up Point closedown, Provider, at its own discretion, will redirect the shipment to the closest Pick-Up Point or, in any case, to another Pick-Up Point within the same municipality of the closed Pick-Up Point, where the Recipient shall collect the shipment. If no other pick-up point exists in the same municipality, the Provider shall ask the Client for instructions (i.e., either selection of a new Pick-Up Point in another municipality or return to the Provider Warehouse).
- 18.3.** When the shipment is not cleared under Section 18.1, 1 (one) year after the shipment has been deposited and no person has instructed the Provider and/or collected the shipment paying the relevant duty and fee, the Client acknowledges and agrees, also on behalf of any interested third party (including the Recipient), that any right to the shipment is forfeited, and that therefore, Provider is authorized to make use of the shipment, at its discretion, also for national or international charity institutes or foundations.

19 GOODS NOT ACCEPTABLE FOR TRANSPORT

- 19.1.** The maximum weight of a parcel under these GTCS is 10 (ten) kilograms.
- 19.2.** The maximum size of a parcel under these GTCS is 2 (two) meters, to be interpreted as the sum of the three sides (length, width and height of the parcel) provided that each side cannot exceed 1 (one) meter.
- 19.3.** The maximum value of a parcel under these GTCS is 200 (two hundred) euros.
- 19.4.** Shipments under these GTCS cannot contain documents relating to legal proceedings, public and private tenders as well as documents relating to administrative procedures or documentation which, in any event, require time-definite delivery.
- 19.5.** The Client, who uses one of the Provider Services to ship any of the documents under Section 19.4, bears all the relevant risks and responsibilities, waiving any claim vis-à-vis the Provider.



- 19.6.** Unless differently agreed upon in writing by a duly empowered Provider's representative, Provider shall not transport:
- money, including foreign currencies;
 - bank checks, privileges of any kind or bearer securities;
 - meal coupons, traveler'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 set out in Section 19.8;
 - 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 any applicable law, regulation 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 Provider may decide not to transport and deliver for objectively valid reasons.
- 19.7.** Only non-perishable food items packaged in line with current legislative rules and these GTCS can be accepted for shipping, except for those which can be transported only at controlled temperature. The above 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, Provider may request the signature of specific agreements or of a specific sales form.
- 19.8.** Alcoholic beverages, wine, liquors, oil and any liquid in general are only accepted if adequately packed into specific packaging guaranteeing their safe transport, provided that the safety of the transport will not be guaranteed, and Provider will not be responsible for any damage.
- 19.9.** With reference to the transportable food items, Provider will reimburse, within the envisaged limitations, the damages resulting from loss or harm, excluding the spoilage resulting from late delivery.
- 19.10.** Provider reserves its right to accept the parcels handed over and entrusted for shipment based on 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 Provider of any liability vis-à-vis the Client. Furthermore, Provider reserves the right to return parcels already accepted, at any moment, should divergences from the defined parameters be detected. Client undertakes not to ship the above items, provided that should they be included in shipments accepted by Provider, the Provider shall not be liable for any damage caused to Clients/Senders or to third parties.

20 PAYMENTS

- 20.1.** All shipments entrusted under these GTCS are "free port", which means that fees shall be borne by Client.
- 20.2.** Client expressly acknowledges and agrees that, in case of delay in the payment of invoices (even one) exceeding 5 (five) days after the expiration of the agreed term, Provider shall suspend, at its own discretion, all Services, including the technological solutions, even without notice.
- 20.3.** In case of delay in payment of even only one invoice or in case of any other sign which, in Provider's opinion, may undermine Clients' solvency, Provider may request appropriate guarantees in terms of payments of fees with a view to activating/reactivating the Service.
- 20.4.** If a late payment occurs the amount due will be automatically incremented of the interest rate under Legislative Decree 231/02 (as subsequently amended and supplemented); without prejudice to the right of the Provider to enforce any other measure on the matter of late payments in business deals envisaged by the applicable laws. Notwithstanding the foregoing, the Provider reserves the right to proceed with debt collection under any applicable law, without prejudice to its right to obtain the reimbursement of any further damage.
- 20.5.** Under and for the purposes of Article 2944 of the Italian Civil Code and Article 642, paragraph 2, of the Italian Code of Civil Procedure, the Client declares to be a "debtor" in relation to the amounts owed to



Provider for the Services.

21 INSURANCE – COMPENSATION LIMITS

Should Client/Sender ensure shipments directly with an insurance company, the insurance policy shall expressly include the waiver of the insurance Company of any recourse vis-à-vis Provider. It is agreed that if the insurance company of the Client/Sender exercises recourse actions vis-à-vis Provider, Client/Sender shall hold Provider harmless and indemnified from and against any sum it has to pay as a result of these actions. Any recourse action cannot, in any case, exceed the limits established by these GTCS. If the Client/Sender has not activated an insurance coverage, all damages will be directly paid by Client/Sender and all the exclusions and limitation provided for by these GTCS shall apply.]]

22 ESTIMATED DELIVERY TIMES

- 22.1. Indicative estimated delivery times are reported in Annex 1. Provider usually performs quick deliveries based on pre-defined plans which, in most cases, allow the execution of the delivery within the number of working days indicated in Annex 1.
- 22.2. Nevertheless, the estimated terms indicated in Annex 1 shall not be deemed as contractual terms established for delivery in favor of the Client/Sender or in favor of any other subject (including Recipient). Any indication in relation to delivery times and / or ways (such as “urgent”, “by ...” “by hours”), even accepted and signed by the Provider’s staff, placed on the label or any other document will have no binding legal value for Provider. Therefore, Client shall assume any and all risks and / or liabilities in case of entrustment of shipments containing documents to be delivered to the recipient in peremptory ways or timeframes. Provider assumes no responsibility in respect of any claim for damages by Client/Sender as a result of delays in deliveries.

23 DATA PROTECTION

- 23.1. **Privacy notice.** The Parties are mutually informed that their personal data will be used, also with the aid of electronic means, in full compliance with Legislative Decree No. 196 of June 30, 2003, as amended and supplemented (the “Privacy Code”) and EU Regulation 679/2016 (the “GDPR” and, jointly with the Privacy Code, the “Privacy Legislation”) and the Parties declare that they will provide appropriate information to all their employees and collaborators involved in the management of the contract whose contact data will be processed. Limited to data related to business contacts and data related to this Contract and related communications, it is clarified that the same will be processed for purposes of execution and management of the contract, (legal basis: execution of a contract), for purposes of protection of rights in any forum (legal basis: legitimate interest of protection of rights), as well as for accounting purposes and fulfillment of legal obligations (legal basis fulfillment of legal obligations) and for internal administrative and statistical purposes (legal basis legitimate interest of efficient internal management). The data are all essential for the pursuit of the above purposes, in the absence of conferment the contract cannot be executed. The data will be retained for no longer than the duration of the contract and for the mandatory retention period established by law, as well as for the subsequent prescriptive period. Each data subject will be able to exercise, according to the limits provided by the GDPR, the right of access, rectification, erasure, limitation, portability, and right to object to automated decision making; in addition, data subjects will be able to object to the processing for reasons related to their particular situation as well as to lodge a complaint with the Data Protection Authority or judicial authority. The contact details of the Parties’ DPOs, where appointed, are available on each Party’s institutional website.
- 23.2. **Data processing.** With regard to the execution of the service, and in order to improve the flexibility of the shipment’s delivery, Provider shall collect from Client/Sender and/or Recipient their personal data, such as e-mail address and/or mobile phone number and shall process and use the same to communicate the shipment’s progress status and its expected delivery date. A possible refusal to provide them, however, would have the result of preventing Provider from performing its services.
- 23.3. The Parties, in the context of this GTCS, will act as autonomous data controllers. Each Party assumes sole responsibility for its own compliance and the compliance of any of its processors with the Privacy Legislation, holding the other Party harmless for any violations attributable to itself.
- 23.4. Each party shall provide its own privacy notice to the data subjects. Nonetheless, the Client shall be solely liable for the Recipient’s data processing and of any data relating to third parties provided for the purpose of performing the service. Therefore, the same Client undertakes to adequately inform all the involved



subjects with the Provider's privacy notice, in accordance with these GTCS and undertakes to respect the obligations of information, consent and notification to the recipient and to any involved third parties.

24 CONVENTIONAL FORFEITURE

- 24.1.** Any action related to individual shipments, if not differently agreed in writing between the Parties, shall be exercised by the Client, under penalty of forfeiture, within 6 (six) months from the date in which the shipment has been performed or would have been performed.

25 APPLICABLE LAW – RELEVANT JURISDICTION

- 25.1.** These GTCS are governed by Italian law.
25.2. All disputes arising from these GTCS, the Services and the relevant execution will be referred exclusively to the Court of Milan.

ANNEX:

Annex 1: Estimated Times of Arrival



ANNEX 1 – General Terms & Conditions of Service Estimated Times of Arrival

The below estimated times of arrival are expressed in day. Day zero is the day of the reception of parcels at m-dis central warehouse located near Milan.

Region	Prov.	ETA	Region	Prov.	ETA
Abruzzo	AQ	3	Piemonte	AL	3
	CH	3		AT	3
	PE	3		BI	3
	TE	3		CN	4
Basilicata	MT	4		NO	3
	PZ	4		TO	4
Calabria	CS	4		VB	3
	CZ	4		VC	3
	KR	4	Puglia	BA	4
	RC	4		BR	4
	VV	4		FG	4
Campania	AV	4		LE	4
	BN	4		TA	4
	CE	3	Sardegna	CA	4
	NA	4		NU	4
	SA	4		OR	4
Emilia-Romagna	BO	3		SS	4
	FC	3	Sicilia	AG	4
	FE	3		CL	4
	MO	3		CT	4
	PC	3		EN	4
	PR	3		ME	4
	RA	3		PA	4
	RE	3		RG	4
	RN	3		SR	4
Friuli-Venezia Giulia	GO	3		TP	4
	PN	3	Toscana	AR	3
	TS	3		FI	3
	UD	3		GR	3
Lazio	FR	3		LI	3
	LT	3		LU	3
	RI	3		MS	3
	RM	3		PI	3
	VT	3		PO	3
Liguria	GE	3		PT	3
	IM	3		SI	3
	SP	3	Trentino-Alto Adige	BZ	3
	SV	3		TN	3
Lombardia	BG	3	Umbria	PG	3
	BS	3		TR	3
	CO	3	Valle d'Aosta	AO	3
	CR	3	Veneto	BL	3
	LC	3		PD	3
	LO	3		RO	3
	MI	3		TV	3
	MN	3		VE	3
	PV	3		VI	3
	SO	3		VR	3
	VA	3			
Marche	AN	3			
	AP	3			
	MC	3			
	PU	3			
Molise	CB	3			
	IS	3			