



General conditions of Transport

Valid from 07/05/2012

Ref DZ 05-01-02

1. Premise

The general conditions here described are an integral part of any complete offer, any AD-HOC spot quotation, tender and / or verbal offer, in any and in all cases for any agreed price or tariff that has been given. The same conditions also apply to any unsolicited assignments awarded to the Company that have not been preceded by any offer or agreement.

The General Conditions (available on the company website www.nscargo.eu) have been approved by the company administration and management. They govern (except as otherwise provided for in written and mutual agreement between the contracting parties) the obligations arising from all contractual relationships entered into by the Freight Forwarder and the actions or doings of its employees, agents and contractors, these General Conditions also define, to the extent and the manner of, the responsibility of the Freight Forwarder.

2. Definitions

In these General Conditions the following terms have the meanings specified below:

a) Freight Forwarder / Company / NSC: receives the shipment order, awards the contract of carriage and / or the execution of one or more accessory operations.

b) Freight Forwarder – carrier; physically carries out all or part of the carriage, or assumes (in accord with ad hoc conditions) the execution of the same

c) Customer: gives authorization for concluding the contract of carriage and / or for the execution of one or more accessory operations

d) Consignor means any entity or person which is the sender or consignor in a transportation contract signed by the consignor

e) Carrier physically performs or assumes the implementation of transport. The term Freight Forwarder includes the Freight Forwarder-carrier, unless a provision does not keep the two functions separate. The term Freight Forwarder-carrier, however, always refers specifically and exclusively to the case referred to in subparagraph b) above.

3. Scope

The customer expressly accepts, if acting on their own account or for others in the conclusion of a contract for delivery and / or for transportation, these Terms and the full and unconditional application of all contractual relationships with the Freight Forwarder-carrier and all actions and claims, including those of a non-contractual nature, against the latter arising from the execution of the assignment.

4. Acceptance of assignments and shipments

The Freight Forwarder, as a result of receiving an order, normally given in writing, shall assume those duties and will enter into a contract of carriage to perform operations incidental to the conditions, regulations and standards applied by land, air, maritime, multi-modal, Italian and Foreign carriers, whose services are requested by the Freight Forwarder, acting with due discretion, exercising the right to ship the goods together with other consignments (unless the customer, in writing, forbids consolidation of the shipments) always operating with all due care, as the Forwarder-Shipper and not as a carrier.

The Freight Forwarder is entitled to substitute others for the execution of the order pursuant to article cod. 1717. civ. and cannot be held responsible in any way for the performance of carriers, as well as depositories and warehouses, packers, carriers, insurers and / or banks, whose services have been sought for the fulfillment of the order. The Freight Forwarder shall be solely responsible for selecting other executors or in the transmission of relevant instructions to them.

The Freight Forwarder has the right and not an obligation, to inspect the goods so entrusted by the customer or shipper at any time, subject to the controls required for aviation security, Civil Aviation Authority security program provisions, module 3.

The Freight Forwarder also has the right to verify the weight and dimensions of individual parcels and of whole shipments in general.

Only with prior written agreement, the Freight Forwarder will agree to carry out activities of shipping and / or activities relative to the transport of dangerous goods that could harm people, animals, goods or other items, or that are subject to deterioration, are unpacked or Packaged insufficiently / inappropriately, as well as titles/deeds, coins, banknotes, precious goods, works of art. By way of example and not in any way limited to, dangerous goods are those goods classified as dangerous goods by IATA, IMO, ICAO, or referred to in the provisions of ADR / RID.

If these goods are entrusted to the Freight Forwarder without its prior consent, or the Forwarder accepts the order on the basis of incorrect, incomplete or untrue information in relation to the nature or value of the goods, the Freight Forwarder has the right to terminate the contract, that is, if circumstances so require, to reject, or otherwise dispose of the goods deposited, or, in case of any danger, to proceed with their destruction, the customer and the Shipper shall in such case respond for all and any consequent damages and for all consequential expenses of any sort.

The Freight Forwarder may ask for fees calculated on an all in basis in accordance with Article 1740 cc, acting as the Freight Forwarder and not as Freight Forwarder / carrier, in this case the transport and incidental expenses shall be agreed with the customer.

In regard to international transport, as from 1.1.2012 NSC will no longer exchange palettes (Euro, Gitterbox and EPAL).

In regard to national (Italian) transport following from DL July 6, 2010 n. Converted to no.103 of 04.08.2010 no. Article 127. 11 a (packaging and handling units) upon conclusion of carriage, the Shipper has no obligation for pallet or ULD management and is not responsible for returning any packaging or handling units (ULD) used.

The company is not responsible for lack of return or replacement, by the recipient, of handling units or for replacement by an inferior number and/or quality than that with which the carriage was executed. The company is entitled to an additional payment for each and any additional service provided in this regard.

5. Terms of delivery

The Freight Forwarder does not guarantee delivery terms, therefore cannot be held responsible for delays in collection, transport and / or delivery of any shipment regardless of the cause of

the delays nor guarantees that requests for additional conditions to the terms of delivery or transport, that have not been agreed with the Freight Forwarder, will be respected even if these additional terms have been included in the shipping documents.

The transit time must in any case be compatible with observance of the rules of the Highway Code, driving time laws, weight, dimensions and driving restrictions as well as regulations relating to employment contracts. The delivery times do not include Saturdays and Sundays, public holidays and annual summer and winter closures and any days when road transport circulation is prohibited for reasons of force majeure.

The transit times given refer to the day the goods are given in custody to the Freight Forwarder, the first day of custody of the goods is never taken into account in the transit times. The delivery and pickup of goods will be made by the Freight Forwarder in respect to the quotation made except for those areas which are to be considered as being of difficult access. In case of unavailability of the recipient, the sender will be contacted for additional information or for new instructions.

For any redelivery or changes in delivery address (or empty pickups) the extra costs will be charged to the customer. The pickup and delivery terms relate to goods loaded by the shipper onto the vehicle at origin and unloaded from the vehicle by the consignee at destination, or in any other place indicated in the shipping documents. For pickups and deliveries that are to be effected where special services or equipment must be used (including but not limited to, inaccessible destinations, pedestrian only areas, zones or areas of difficult access, without truck load facility, pickups / deliveries to be made after hours or only at precisely booked and agreed times, pickups / deliveries to floors other than the ground floor), the Freight Forwarder may charge a higher, agreed, fee.

6. Declarations and guarantees by the customer / Sender / Shipper (hereon called the customer). The customer is obliged to send to the Freight Forwarder timely, clear and precise instructions of transport and all documents necessary for taking delivery and for the shipment of the goods. In the absence of instructions or indications or in case of obscure and / or impracticable instructions, the Forwarder will act according to its own judgment, always in the best interests of the customer.

The customer guarantees and, therefore, declares:

that the shipment has been properly and accurately described in all shipping documents;

has taken note of the merchandise or goods that the Freight Forwarder has indicated as not acceptable for transportation, and that this merchandise has not been included in the shipment;

that the nature of the goods, the number, quantity, quality, contents of packages, gross weight (including weight of packages and pallets and encumbrance thereof), dimensions and any other information provided are true and correct;

that the packaging and labeling used, in relation to the goods contained and the mode of transport, are considered suitable.

That in the case of re-cycled packaging or re-forwarding of goods in a package labeled for a previous carriage, has removed or rendered illegible the previous shipping labels, to avoid any confusion by invalid labels. The customer hereby expressly indemnifies and holds the Shipper free from any damage, claim or expense of any kind resulting from any breach of the above warranties and from any lack, insufficiency or inadequate packaging, or by inadequate labeling of goods and parcels with regard to warnings and precautions for the correct handling or lifting of the goods and parcels.

The transport documents must contain clear and legible essential data for the execution of carriage. The documents must also contain all the information required by law. By way of, but by no means exhaustive, example follows a list of the following minimum information:

- Address of the recipient with the specified ZIP/post code, province, VAT number or Fiscal Code of the Recipient
- Telephone number of the recipient, available e-mail address
- Shipper address, full postal code and province
- Number of packages, packaging type and nature of goods
- Exact volume in cubic meters of goods and / or linear meters
- Gross weight in kilograms
- Amount declared for insurance purposes, expressed in euro.

If POA is entrusted to the Freight Forwarder to carry out customs declarations and formalities, the customer shall ensure that the documentation accompanying the goods is authentic, complete and free of irregularities and that the goods strictly correspond to the goods described, comply with all current regulations, are free for export / import in all nations along the required routing, and correctly marked and identified.

The customer is also obliged to provide in a timely manner all information, data, H.S. codes, proper name and the customs classification of goods as well as all documents necessary for the execution of customs operations.

In addition, the customer authorizes the Freight Forwarder to manage all shipping data, also data that may have the character of so-called sensitive data in order to allow the Freight Forwarder to execute all procedures, administrative and / or operational, which may be necessary for the electronic elaboration of data in order to provide the best possible service.

7. Freight Forwarder Offer

Prices and conditions offered by the Freight Forwarder shall be valid only if accepted by the customer for the immediate execution of its order, with the exception of any changes to the conditions and rates of companies, carriers and agencies whose services are to be used by the Freight Forwarder in the interest of the customer, any labor costs or fluctuations to the currency exchange rate.

The Freight Forwarder is not obliged to report any changes occurring during the course of the shipment. Any awards, allowances, any brokerage, commissions on freight and the like, obtained by the Freight Forwarder on the rates of carriers are attributable exclusively to the Freight Forwarder.



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The offers are not binding until the date of their acceptance or until the first shipment is tendered and are valid for twelve months from the date of issuance, unless otherwise notified. The validity is always considered automatically extended for a further twelve months subject to adjustment or amendment for cost variations which have occurred during the previous twelve months.

Tenders known as "Spot" are valid for a maximum time of one month from the date of issue or, if less, for the valid period offered by the shipping company (sea, air). After this time the prices offered are no longer valid and need to be redrafted in accordance with the changing transport market conditions.

All offers are based on quotations for freight rates and for the exchange rates in effect at the date of issuance thereof.

Applicable Freight rates are only valid for carriage by carriers and / or third party Freight Forwarders, couriers and correspondents appointed by NSC. A further component of the offer is based on the traffic volume provided by the client as well as the departure day (or days) of the shipment. It also states that the minimum tariff of the next rate break will never be less than the previous rate break tariff. The tendered prices are exclusive of taxes (VAT, etc.) and all and any duties payable.

Any eventual changes to the costs of road tolls, fuel and variables such as "security" or due to ordinances, laws or market conditions, will be recovered from the customer by the Freight Forwarder.

The quotation made by the Freight Forwarder and any stipulated agreements on prices and conditions apply only to the activities offered and are always specified and do not include, unless otherwise agreed, additional costs resulting from operations outside of normal working hours. Unless otherwise agreed, quotations are binding only for standard freight volume, size, weight or type, in relation to the transport mode provided.

8. Advances and Credit , Freight Forwarder

Any sums (customs duties, VAT, excise duties and similar) which need to be advanced on behalf of the customer are always to be reimbursed immediately upon receipt of verbal and / or written requests from the Freight Forwarder, even if the effect of existing agreements foresees that the Freight Forwarder advances monies for : transportation charges, container rental, various expenses and any other amounts, for any related reason, the customer and / or the Shipper shall pay the amount due in advance, as well as any interest for delays and losses due to changes in the exchange rates.

The customer and / or the Shipper shall indemnify the Freight Forwarder against payment requests for freight, duties, taxes, contributions towards damage, fines or other sums in any way required from the Freight Forwarder. If the sums and amounts due to the Freight Forwarder are charged to the consignee or a third party, the customer and/or the Shipper remain bound to the immediate payment of the same, if for any reason the Freight Forwarder does not receive timely and spontaneous payment of all monies owed .

Unless otherwise agreed, any amount due to the Freight Forwarder may not be offset against any other amounts claimed by the customer and / or shipper, for any reason.

Unless diverse terms have been expressly agreed, payment of any transport and related services must be made within 30 days of the invoice date.

Any claims on invoicing must be made in writing within 10 days of receipt of the invoice.

If for any reason, not dependent on the Freight Forwarder, the terms of payment mentioned above are not respected; the Freight Forwarder will apply applicable overdue interest rates for late payment pursuant to art. 5 October 9, 2002 Decree no. 231.

9. Right of retention

The Freight Forwarder shall, with respect to the customer, the Shipper and towards any other individual, with whom they contract, maintains privilege and lien on the goods and any other goods in its possession in connection with any overdue credit, and also may claim that right against the consignee and / or owner of the goods.

9.1 Shipper / Carrier, the exercise of right of retention.

The carrier may exercise the right of retention provided by the Civil Code after advising in advance, by registered letter with signed for delivery confirmation, the customer/sender or the recipient/consignee of the shipment,

according to whether the carriage is either freight prepaid or freight charges collect, its demand for payment of all freight and related costs due from the execution of any previously assigned shipments which have been already , or are being , completed as well as indicating the relevant credit to which the request relates, indicating which goods, of any further shipments to be made, upon which the Freight Forwarder intends to exercise the right of retention.

10. Operational exceptions:

10.1 Delay or refusal to load or receive and unload goods

The sender and / or the customer shall reimburse and indemnify the Freight Forwarder in respect of any sums due or costs, including those for vehicle waiting time, including containers, swap bodies ,ULD's and similar, for the return of goods to a suitable facility/warehouse for storage while awaiting instructions for any subsequent delivery.

Free period for loading and unloading: 2 hours for each separate carriage. Excess time must be noted on the transport documents, BL or CMR, countersigned and stamped by the consignor or consignee to confirm payment of any due amounts. The amount of waiting time may also be recovered from GPS data (GPS vehicle device or GPS security tracking) in the case of a refusal to note and confirm the waiting time as indicated above, unless the delay in loading and / or discharge was due to force majeure or late or early presentation of the vehicle, at the loading and/or unloading points. In the case where the loading / unloading exceeds the free period of a maximum of 2 (two) hours, as stated in Article 6-bis of Legislative Decree no. 286/05, the carrier will be due compensation for each hour and / or fraction of an hour of € 40 (min € 40 / hour, or fraction of hour).

In case of refusal to receive freight or consignee absence the Freight Forwarder, if promptly informed of the material being on hold and if able to intervene, may take any and all measures necessary to ensure the proper custody of the goods and their eventual return, acting on behalf of the customer and /or the shipper, who remain liable for all and any risks of any subsequent loss, damage or theft.

10.2 Charges Collect

The customer / shipper or owner of the goods is required to guarantee the payment of all freight and destination costs such as storage, handling, customs charges and any other charges / surcharges, including but not limited to, the destruction of the goods, because of a refusal by the recipient to collect the goods and / or transport documentation or due to unavailability of the freight recipient.

The customer / shipper or owner of the goods is required to guarantee payment of all expenses incurred for the return of the goods/freight to origin (if required), including all customs charges, duties, VAT, excise and any subsequent handling and storage costs ,to return the goods to origin.

11. Responsibility and Limitations

11.1 The Freight Forwarder is not responsible for carriage, but only for the execution of the transport order, as well as any ancillary obligation.

11.2 The liability of the Freight Forwarder-carrier, when attributable, in relation to any claims for damages arising from shipping operations and / or carriage so entrusted, including any technical stops, does not exceed the compensation limit provided by the Freight Forwarder and / or the carrier, based upon and as a result of the governing rules applicable to each individual shipment and / or carriage or national law applicable to each individual shipment and / or carriage ,including Italian law, and in any case the compensation limit applicable and provided by the carrier who actually performs transport.

The Freight Forwarders liability towards the client in any capacity (whether by contractual or non-contractual claim), can therefore never exceed the amount of SDR 666.67 (Special Drawing Rights) per package or SDR 2 for each gross Kg of goods assigned to it for shipping.

The goods are insured within the limits of the CMR Convention for international road transport and by Decree no. 286/05 for transport by road within Italy.

No claims can be met for shipments by air and / or sea, while for all transportation modes the Freight Forwarder is available to act on behalf of the customer in accord with article 15 of these conditions.

NSC acting as a Freight Forwarder/carrier

Carriage executed wholly within Italian Territory.

NSC assumes carriage wholly within Italy in accordance with Articles 1693, 1694 and 1696 of the Civil Code, as amended by art. 10 of Legislative Decree no. 286/2005, with the compensation limit of, in case of loss or damage to goods, of EUR 1.00 (a) per kilogram of gross weight of lost or damaged goods.

It is expressly agreed, in derogation of Articles 1223 and subsequent articles of the Civil Code, the exclusion of any liability for refund by NSC srl for any consequential damages (including but not limited to: lost profits, loss of interest or damages arising from delays in the execution of carriage).

International road transport.

In assuming the transport of goods by road where the place of receipt of merchandise and the contractually designated place for delivery are in two different countries, including that at least one of these is party to the Geneva Convention of 1956 (CMR), the responsibility of NSC srl will be governed by that Convention.

Air transport.

In assuming wholly international air transport, NSC srl's liability will be governed by the Warsaw Convention of 1929.

Where air travel is to be performed wholly within the same country, and in any case whenever the Warsaw Convention is not applicable, the liability of NSC srl will be governed by the relevant Code of Navigation.

Shipping.

If shipping is to be performed wholly within national territory, NSC srl's liability will be governed by the relevant Navigation Act.

In assuming international maritime transport, NSC srl's liability will be governed by the Brussels Convention of 1924.

Rail transport.

If rail transport is to be performed wholly within the Italian national territory, NSC srl's liability will be governed by the provisions of Presidential Decree of April 10, 1961 n. 98 and subsequent amendments.



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In the case of international rail transport, the liability of NSC will be governed by the Berne Convention of 1980. Multi-modal or mixed transport.

In the case of carriage executed using different means of transport, the liability of NSC will be in accord with the terms of the FIATA, Multi - Modal Transport Bill of Lading.

In the case in which a container, a pallet or a similar means of transport have been loaded with more than one parcel or more than one unit load device, other packages or other unit load devices expressly described in the transport document will be considered as being loaded individually into these means of transport.

Where the loss or damage to the goods has taken place in a multi-modal transportation for which a contract of carriage that provides for the application of the Conventions or national laws with different limits of liability was entered into, the liability of NSC will be governed by the terms of such agreements or national laws.

Technical stop means holding the goods in a storage area, or in a warehouse or terminal or another similar area, at the free choice of the Freight Forwarder, for reasons related to the implementation or continuation of the carriage, or necessity to store the goods in transit or while waiting for instructions for delivery to the carrier or the recipient.

NSC does not provide a COD service. If a customer entrusts a COD shipment to NSC without first obtaining agreement for the shipment, NSC does not accept any responsibility for the collection of any payments from the consignee.

Fully stated:

The instructions for COD, must be given by the sender and / or customer and must be clearly indicated in the transport document along with the amount, in euro, to be collected to be clearly and prominently shown both in figures and in words, and in any case must always be specifically requested in writing or email.

The non-fulfillment of this formality will lead to the exoneration of the carrier from any liability relating to failure to collect the COD payment. The sender authorizes the Forwarder to accept from recipients of the goods, as payment of the amounts indicated on delivery, cash (to the extent permitted by law), bank drafts and, in the absence of contrary instructions given in writing prior to delivery of goods, checks and / or copy of an irrevocable bank transfer in favor of the relevant beneficiary.

By the express will of the parties, the carrier shall be free of any responsibility for any irregularities, falsification or dishonored checks accepted in accordance with the instructions of the sender.

Any disputes, requests, demands and / or claims that the customer intends to bring against the Freight Forwarder regarding the fulfillment or execution of the order for any loss, damage and / or delay, must be communicated to the Forwarder by means of registered mail within 10 days from the date of the loss, damage and / or delay.

Upon receipt of the goods, the recipient may ask to verify their condition in the presence of the carrier. Whenever damage is immediately detected, it is the receiver's responsibility to communicate all reservations immediately at the time of delivery of the goods, otherwise (with no apparent defects upon delivery, any defects found after delivery), the complaint must be made in writing (certified email or registered mail) within seven working days from delivery, in order to avoid the presumption of proper delivery of goods, that are free from any defects, loss or damage attributable to transport/carriage.

At the end of the said period, without any communication being forwarded in the manner specified above, any rights in regard will be forfeited, even if those rights are still not excluded.

12. Untraceable Damage

The possibility that it is impossible to locate the section of transport in which the damage or loss occurred, as well as the possibility of damage or loss occurring during warehousing and / or storage, which are not to be considered technical stops (therefore including free warehousing offered as a gratuity), offered by the Freight Forwarder in its facilities or those of its agents, or the possibility that the depositary or agent during the storage in deposit and / or handling cannot claim limits to indemnity, the maximum limit of 8.33 special drawing rights (SDR) per kilogram of goods lost or damaged will be applicable.

13. Consequential damages

are never recognized, also in derogation of Articles. 1223 et segg. cc, any compensation payable by the Freight Forwarder for consequential damages (including, purely as examples and in no way considered as exhaustive, loss of earnings, loss of interest or any damages arising from delays in transport).

In particular, shipments of goods or samples that the customer or the sender have expressly indicated as being destined for use in trade fairs, exhibitions, events and similar, any compensation (if due) is limited to the amount of the agreed freight charges.

14. Claims

Any claim for loss, delivery loss or damage must be made in writing and sent to the Freight Forwarder strictly within the terms applicable as referred to in Article 11.

15. Insurance

if the customer wishes to insure against the risk of loss or damage to the goods, they may give instructions enabling the Freight Forwarder to obtain insurance coverage on behalf of the customer. The costs of any coverage will in such case be specified in the invoice details of the Freight Forwarder.

In the absence of express and diverse instructions from the customer for extra coverage, provided that insurance coverage is requested by the customer, only usual risks will be covered, in the usual forms of insurance on behalf of the beneficiary or on behalf of others or by subscription. In no case can the Freight Forwarder be considered as co-insurer or insurer.

Alternatively, the customer can directly arrange its own insurance for the shipment and / or carriage, it is always understood that in such case, any coverage arranged by the customer, must contain an express waiver of any right of recourse against the Freight Forwarder, carrier or agents by the insurer.

The Freight Forwarder is not obliged to act on behalf of the customer in order to obtain insurance compensation, to interrupt any terms for claim or follow any insurance survey and appraisal, unless commissioned to do so by the customer and with an agreed payment for such ad hoc service.

16. Force Majeure

The Freight Forwarder is in no way responsible for any loss, damage, delays, incorrect or non-delivery caused by fortuity, from causes for which exemption is provided for by the same regulation or law referred to in Article 11, however, for circumstances beyond the Freight Forwarders control. These include, but are not limited to: a) natural disasters b) in cases of force majeure such as war, accidents / damage to vehicles or embargoes, riots or civil unrest;

c) defects, or intrinsic characteristics of goods or services;

d) acts, defaults or omissions of the shipper, recipient or anyone else claiming an interest in the shipment, State Administration, customs or Post Office authorities or other competent authority

e) strikes, lockouts or labor disputes.

17. Governing Law and Jurisdiction

In reaffirmation of Art. 6, The customer and / or shipper authorize the Freight Forwarder to manage all shipping data, also data that may have the characteristics of so-called sensitive data, in order to allow completion of all tasks, administrative and / or operational, which are necessary to meet requirements for elaboration of data to ensure the best possible shipment quality.

Art. 1737 and subsequent of the Italian Civil Code;

General Conditions practiced by Italian cargo agents (Fedespedit)

General Conditions for the transport of general cargo (Federcoarrieri - Confetra)

Current Italian, EU and extra EU legislation.

Any dispute arising between the parties regarding the interpretation or terms of this contract shall be exclusively subject to Italian jurisdiction within the jurisdiction of the Court of Bergamo.

18. Privacy art. 13 D.Lgs.196/03 "data protection"

In reaffirmation of Art. 6, The customer and / or shipper authorize the Freight Forwarder to manage all shipping data, also data that may have the characteristics of so-called sensitive data, in order to allow completion of all tasks, administrative and / or operational, which are necessary to meet requirements for elaboration of data to ensure the best possible shipment quality.

19. Code of Ethics and D.L. No. 231/2001

Pursuant to the Decree. 231 of 8 June 2001, the company mentioned in point 1 of these conditions has adopted the Code of Ethics, which expresses the ethical commitments and responsibilities assumed by the company in the conduct of its business and complies the requirement to ensure conditions of fairness and transparency in the conduct of its business. The company asks its customers to also ensure compliance with the provisions contained therein, to avoid premature resolution of the contract pursuant to art. 1456 cc, subject in any case to the right of the company to obtain compensation for all damages, even separately from any contractual relationship and regardless of the act of any punishable offense.



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