



LIABILITY FOR NATIONAL & INTERNATIONAL TRANSPORTS

Dear Customer,

since all transport contracts we agree on your behalf are effected with third parties, our liability is subject to the Italian law as per the Italian Civil Code book and detailed in the article 1737 and, in any case, our liability cannot exceed the legal liability of any single carrier contracted by us and better detailed as follows:

- A) for the Italian inland transports, as fixed by Italian law no. 450 dd. 22.08.1985, and modified by law no. 162 dd. 27.05.1993 and law 286 dd. 21.11.2005.
- B) for the international air transports, as fixed by Warsaw Convention of 1929 and following modification protocols.
- C) for the international sea transports, as fixed by the Bruxelles Convention of 1924 and following modification protocols dated 1968 and 1979 (Hague Visby Rules) with the exception of the origins/destinations in the United States of America where is applicable the rule fixed by the U.S. COGSA (Carriage of Goods by Sea Act) dd. 1936.
- D) for the international inland transports, as fixed by Geneva Convention of 1956 (C.M.R.) and following modification protocol dd. 1978.
- E) for the European rail transports, as fixed by the International Rail Transport Convention (C.I.M.) dated 1999.
- F) for multimodal transports, and in case would not be possible to understand without doubts the trasport where the event has taken place, liability shall be considered as fixed by the Bruxelles Convention of 1924 and following modification protocols dated 1968 and 1979 (Hague Visby Rules).

Therefore the carriers and consequently Marimed (unless otherwise agreed by writing), based on the above rules and laws, can be held responsible and therefore liable up to the following value limits (the amount of compensation in respect of any loss or damage to the goods transported shall not exceed the following figures):

- A) Eur 1.00/Kg (gross wt.)
- B) SDRs 17.00/Kg (gross wt.)
- C) Bruxelles Convention: SDR 2.00/Kg (gross wt.) or SDR 666.67 /package or unit (whichever is the higher) - U.S. COGSA: Usd 500.00/package or unit
- D) SDRs 8.33/Kg (gross wt.)
- E) SDRs 8.33/Kg gross wt.)
- F) As point "C"

SDR means Special Drawing Rights and the value is fixed by the international exchange like any national currency. All info about SDR, including current exchange rates, can be found here:

<http://www.imf.org/external/np/exr/facts/sdr.HTM>

Understood the above and according to the value of the goods, you are strongly suggested to evaluate the opportunity to cover the goods with an insurance against the risks of transport. Following your request Marimed Group can manage to issue on your behalf the proper insurance policy at prices and conditions to be agreed case by case.

With best regards,

MARIMED Srl
Operations Dept.



MARIMED HEAVY LIFT TRANSPORT TERMS

PLEASE NOTE THAT ALL OUR EXCEPTIONAL TRANSPORT OFFERS ARE BASED ON THE FOLLOWING TERMS:

1. OUR OFFER IS SUBJECT TO FURTHER TECHNICAL INFORMATION, DRAWINGS AND INFORMATION ABOUT CENTER OF GRAVITY.
2. REMOVING OBSTACLES AT ORIGIN OR DESTINATION, INCLUDING SUCH THINGS AS CURBING, RAILROAD TRACKS, FENCING, ETC, ... IS NOT INCLUDED IN OUR OFFER.
3. ALL SHIPPING CRADLES, BLOCKING AND CRIBBING WILL BE THE RESPONSIBILITY OF THE SHIPPER, UNLESS SPECIFIED OTHERWISE.
4. DELAYS DUE TO BAD WEATHER AND ACTS OF GOD ARE AT RISK AND EXPENSES OF THE CUSTOMER.
5. OUR OFFER IS VALID FOR 30 DAYS FROM THE DATE OF ISSUANCE AND IS SUBJECT TO THE ROUTE AND OR PERMIT RESTRICTION AT THE TIME OF ACTUAL MOVEMENT, WHICH MAY ALTER PRICING.
6. ACTIVITIES RELATED TO THIS JOB WILL BEGIN UPON RECEIPT OF A PURCHASE ORDER, WRITTEN AUTHORIZATION TO PROCEED OR DOWN PAYMENT FROM THE CUSTOMER.
7. MARIMED'S PERFORMANCE IS SUBJECT TO OCCURENCES OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, ACTS OF WAR, CIVIL DISOBEDIENCE, LABOR UNREST, INCLUDING STRIKES AND LOCKOUTS, AND THE ACTION OF ANY GOVERNMENT BEYOND OUR CONTROL.
8. THE TRUCK ESTIMATES INCLUDE 2 HOURS OF FREE TIME FOR LOADING AND 2 HOURS OF FREE TIME FOR UNLOADING. DETENTION CHARGES WILL BEGIN AFTER THIS FREE TIME HAS EXPIRED AND IS THE RESPONSIBILITY OF THE CUSTOMER.
9. UPON JOB AWARD, CUSTOMER AGREES TO ABOVE AND HERUNDER MENTIONED TERMS AND CONDITIONS. OUR OFFER DOES NOT INCLUDE ANY TRANSPORT INSURANCE AND/OR LIABILITY INSURANCE. MARIMED MUST BE INCLUDED IN TRANSPORT / INSTALLATION INSURANCE AS COINSURED, AS IN CASE OF DAMAGE TO THE GOODS TRANSPORTED OR OTHER GOOD IN THE SURROUNDING, MARIMED SRL DOES NOT RESPOND TO ANY CLAIMS OF RECOVERY.

MARIMED SRL

OPTS DEPT

MARIMED Srl

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