

GENERAL CONDITIONS BRT C2X

These General Conditions govern services provided by BRT via the online platform C2X at <https://www.brt.it/en/>.

These General Conditions prevail and supersede any term and condition, both special or general, sent by the Client to BRT, that shall be enforceable against BRT only if specifically approved in writing by the latter.

1. Definitions and interpretation of the General Conditions

- 1.1 In this General Conditions, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
 - 1.1.1. "BRT" or "Carrier": BRT S.p.A., C.F. and P.Iva 04507990150, registered at the Milan Chamber of Commerce n. REA MI-1734257, with registered office in Milan, Via Tiziano, 32, 20145 and operational and administrative office in Bologna, via E. Mattei 42, registered in the Register of road hauliers of goods for third parties;
 - 1.1.2. "Product" or "Parcel": a unit load or a single and separate unit of packaging and/or packaging of one or more Goods.
 - 1.1.3. "Conditions" or "General Conditions": these General Conditions as from time to time emended and updated by BRT.
 - 1.1.4. "Shipper" or "User": the subject, either natural or legal person, who purchases one or more Services through online browsing on the Platform;
 - 1.1.5. "Receiver": the natural or legal person indicated by the Shipper, upon the purchasing of the Service, as the person appointed to receive the Parcels;
 - 1.1.6. "Platform": the online C2X's platform on www.brt.it;
 - 1.1.7. "Services" or "Shipments": transport services of parcels, documents and pouches, bought by the User through the Platform and provided by BRT;
 - 1.1.8. "H2H": "Home to Home" service provided by BRT through the Platform, if it is available within the Platform itself, consisting in taking charge the parcel at a private or a company address, indicated by the User, and the delivery of the parcel at a private or company address, also indicated by the User;
 - 1.1.9. "H2S": "Home to Shop" service provided by BRT through the Platform, if it is available within the Platform itself, consisting in taking charge the parcel at a private or a company address, indicated by the User, and the delivery of the parcel at a PUDO selected by User among those indicated by BRT;
 - 1.1.10. "S2S": "Shop to Shop" service provided by BRT through the Platform, consisting in taking charge the parcel at a PUDO selected by User among those of BRT Fermopoint network, and the delivery of the parcel at another PUDO selected by User among those indicated by BRT;
 - 1.1.11. "S2H": "Shop to Home" service provided by BRT through the Platform, consisting in taking charge the parcel at a PUDO selected by User among those of BRT Fermopoint network, and the delivery of the parcel at private or company address indicated by the User;
 - 1.1.12. "Locker": storage box with automated electronic drawers, chosen by the User as a point of collection and/or of delivery of the Parcel;
 - 1.1.13. "Goods": items inside the Parcel of the Shipping and delivered by BRT on behalf of Shipper;
 - 1.1.14. "PUDO": points of collection and/or of delivery located in the national and international territory used by BRT in the execution of Services. Please note that in such cases the Parcel may not weigh more than 20 kilograms, it may not have a length greater than 10 cm and the volume of the Parcel may not be more than 0.2 cubic meters.
- 1.2 Any reference to clauses, sub-clauses, paragraphs, sub-paragraphs and articles, are to clauses, sub-clauses, paragraphs, sub-paragraphs, and articles of this General Condition, unless otherwise indicated.
- 1.3 References to one gender include all genders and references to the singular include the plural and vice versa.

- 1.4 The expressions including “cause”, “procure”, “ensure”, or equivalent words used in this General Conditions shall imply a promise of the fact of the third party, it being understood that each Party to this Agreement shall act within the limits of its powers.
- 1.5 Article and clause headings used in this General Conditions have been adopted by the Parties for ease of reference only and the Parties declare that these headings shall not in any event influence the meaning or interpretation of this General Conditions.
- 1.6 Any statute, regulation, convention or other statutory provision are references to such statute, regulation or provision as from time to time amended, modified, consolidated, codified or re-enacted and includes legislation made thereunder.
- 1.7 Any reference to a time shall mean the Italian time.
- 1.8 Where the word “including” is used it shall be deemed to read “including without limitation”.

2. Purpose of Services

- 2.1 These General Conditions regulate the execution, by BRT, of Services. These General Conditions shall be considered integrated by the current version of the "[Service Charter](#)" and "[Terms and Conditions of use of the platform](#)".
- 2.2 These General Conditions shall be applied also to Shipping carried out by subcontractors that BRT may use, who will operate on behalf of BRT itself.
- 2.3 Unless otherwise agreed in writing, the service provided by BRT is limited to the collection, transport and delivery of the Parcel to the Receiver, or to the PUDO designated by the Shipper.
- 2.4 The Shipper acknowledges that its shipment may be carried out together with that of other shippers and that BRT will not be able to monitor all incoming and outgoing movements of individual shipments in the various sorting centers.
- 2.5 BRT reserves the right, at its sole discretion, to refuse carriage of any shipment entrusted to it for carriage.

3. Conditions for provisions of Services

- 3.1 Shipments may be carried out by BRT only if the User has entrusted the shipment to BRT within and no later than 30 (thirty) days from the purchase of the Service and the creation of the label. For the purposes of these Conditions, assignment of the Shipment means the delivery of the Package to BRT. Shipments may also be carried out by BRT only if they comply with the following requirements:
 - 3.1.1. Each Shipment purchased by the User may concern only one Parcel.
 - 3.1.2. The Parcel, without prejudice to the limitations referred to in the following paragraphs. 3.1.3 and 3.1.4., cannot weigh more than 31.5 kg and/or exceed a length greater than 175 cm; furthermore, the total dimensions (longest side + perimeter of the base) cannot exceed 300 cm.
 - 3.1.3. If the Shipper chooses delivery or collection at a PUDO, the Parcel cannot weigh more than 20 kilograms and/or exceed a length of more than 100cm, furthermore, the volume of the Package cannot exceed 0.2 cubic metres.
 - 3.1.4. If the Shipper, at the time of purchasing the Service or later, requests that the collection or delivery takes place at a Locker, the Parcel cannot have a weight greater than 20 kilograms and/or exceed a length greater than 50 cm and a volume greater than 0.07 cubic meters.
 - 3.1.5. The Shipments is not to, or does not come from, a place located in territories identified by the following postcodes: 22061 - Campione d'Italia, 23041 – Livigno, 23041 – Trepalle.
- 3.2 Goods meeting even just one of the following requirements cannot be shipped:
 - 3.2.1. Unpacked parcels - sheet metal - demijohns - boats - farm machinery – motor vehicles - crates or machinery which cannot be palletised.For foreign countries: personal effects, goods to be used at exhibitions and trade fairs, goods sent to PO boxes, deliveries to depots, deliveries within a time window;

- 3.2.2. Jewels - paintings - antique furniture - household goods - plants and/or live animals - goods to be stored at a controlled temperature or that are easily perishable - securities - stamped paper - cash - lottery tickets or other valuables - non-reproducible items and documents - collections - goods that may not be transported by law (e.g. weapons, drugs, tobacco goods, revenue stamps, etc.) - dangerous goods - medical waste or materials for medical and/or biological research - inflammable or dangerous goods (ADR) - goods subject to UTIF and/or legitimization notes (mineral oils).
- 3.3 In the event that goods classified as par. 3.2.2. and 3.2.3 are wrongly consigned and accepted, no liability is undertaken and they may not be insured by the Carrier's policies.

4. Basic Service and services that can be purchased by the User

- 4.1 When the User submitting the Service's request, through the Platform, the basic service's cost shall be indicated.
- 4.2 Basic Service for Deliveries within the Italian territory is the service S2S. User may modify Service S2S requesting for a S2H's service, or, if it is available within the Platform, H2H, or, always if it is available within the Platform, H2S. Changing the basic Service will result in a Service surcharge to be paid by the User which will be indicated on the Platform before purchase.
- 4.3 Basic Service for International Deliveries is the service S2H. User may modify Service S2H requesting for a S2S's service, or, if it is available within the Platform, H2H, or, always if it is available within the Platform, H2S. Changing the basic Service will result in a Service surcharge to be paid by the User which will be indicated on the Platform before purchase.
- 4.4 The floor delivery, appointment and cash on delivery options are not applicable to Shipments purchased by the User within the C2X Platform.

5. Choice options available to the Recipient

- 5.1 By purchasing the Service, the User declares to know and accept that the Recipient, through the appropriate online form, may request BRT to change the delivery date; or redirection to a collection point; or even delivery to an address other than that indicated by the User.
- 5.2 In the hypothesis referred to in the previous par. BRT, if possible, will perform the Service in accordance with the instructions provided by the Recipient.

6. Insurance

- 6.1 In both national and cross-border shipments, the User will be able to purchase, before proceeding to pay for the Service, Insurance Coverage on the value of the goods up to a maximum of €2,500.00.
- 6.2 Failure to purchase the insurance coverage referred to in the previous par. 5.1., the protection included in the price of the Shipment, for shipments within Italian territory only, provides for a flat-rate reimbursement of 80 euros in the event of loss or damage to the Goods being shipped. For shipments outside Italian territory, this coverage does not apply and, therefore, in the event of failure to purchase specific Insurance Coverage by the User, the rules established by the CMR will apply.

7. Terms of Payment - Offset - Penalty

- 7.1 The fee due to BRT for the Service will be paid in full by the User at the time of purchasing the Shipment on the Platform. As a result, all credit card and/or debit card transactions will be charged at the time of purchase.

- 7.2 Payment of any additional charges and any other amount due may be requested from the Customer before delivery. This includes a surcharge if BRT advances payment of any charges on your behalf. In the event of non-payment by the Customer, BRT may also request the Recipient to comply with the payment of the amount due.
- 7.3 In case of refusal by the Customer or the Recipient to pay the sums due to BRT for the Shipment, the latter will be entitled to interrupt the Service.
- 7.4 Any delay in payment by the Customer of the amount due will result in the charging of default interest in the amount determined by Legislative Decree 231/2002, without prejudice to greater damage, without the need for a formal notice of default by BRT.

8. BRT's liability

- 8.1 Haulage in Italy is undertaken according to the law, arts. 1693, 1694 and 1696 of the Italian Civil Code, as amended by art. 10 of Legislative Decree (D. Lgs.) 286/2005, in the event of the loss of, or damage to, the transported goods, as stated at previous art. 5, BRT has an insurance policy included in the price of the Shipment, which provides for a flat-rate reimbursement of 80 euros in the event of loss or damage to the Goods being shipped.
- 8.2 Haulage abroad is regulated according to the Geneva Convention (Law 1621/60 and amendments), so the compensation limit set in this convention will apply (S.D.R. x 8.33 = compensation per gross kg of lost or damaged goods), for the loss of or damage to goods, as well as the limit established therein in the event of late delivery. If no order is made for all risks cover, connected or not with the consignor's own insurance, the latter undertakes not to claim compensation from the Carrier for amounts exceeding the compensation limit provided for by D. Lgs. 286/2005, the C.M.R. convention or the Warsaw Convention, according to the applicable law. Whether in keeping with legislative requirements or applying an insurance order, the consignee must include in the waybill specifications and detailed reservations relating to the apparent condition of the goods and its packaging, the inclusion of general reserves having no binding effect. In the latter case, the Carrier will not be held liable for loss or damage to the goods transported.
- 8.3 Any complaints regarding the responsibility of the Carrier for partial loss of or damage to the goods transported, not immediately identifiable at the time of delivery, must be notified in writing to the Carrier, subject otherwise to loss of the right to claim, within 8 calendar days of the date of receipt in the case of domestic shipments; for international shipments, the terms specified in the Geneva Convention (Law 1621/60 and amendments) shall apply.
- 8.4 It is understood that BRT shall not be liable when damages whenever the damages have been caused by acts or omissions of the Client or the Recipient, causes of force majeure, an intrinsic defect of the article or inadequate packaging, as well as in all other cases of exemption of the Carrier's liability.

9. Delivery times

- 9.1 The delivery times provided by BRT when purchasing the Service through the Platform are to be considered indicative, not binding and, therefore, do not constitute a contractual obligation.
- 9.2 BRT is not responsible for any loss or damage caused by delays.

10. User's obligations and liabilities

- 10.1 User is the sender of the Shipment. When completing the information required for the provision of the Service, the User is responsible for the completeness, accuracy and correctness of the data entered.
- 10.2 In particular, the User, under his own responsibility, undertakes to provide all the data necessary for the correct execution of the Shipment, including the data of the Recipient.

- 10.3 The User also undertakes to select, among the various weight ranges indicated on the Platform, the one corresponding to the weight of the Goods covered by the Service and undertakes to comply with the requirements and specifications referred to in the previous article 3 of these Conditions.
- 10.4 If the Goods appear to have a weight or dimensions different from those indicated by the User when purchasing the Service, BRT may refuse to execute the Shipment, or request the payment of an additional sum for the execution of the Service.
- 10.5 BRT is not required to verify the completeness, correctness and truthfulness of the information provided by the User and, therefore, in no case can BRT be held responsible for any damage deriving from missing, incorrect or incomplete information provided by the User at the time of purchase of the Service.

11. Right of withdrawal

- 11.1 BRT may withdraw from the contract at any time by notifying the Client.
- 11.2 The User, following the purchase of the Service through the Platform, will have the right to withdraw from the contract by requesting the reimbursement of the sums paid to BRT in the following cases:
- a) for Services with a fee exceeding €50, within 14 days of purchasing the Service. Provided that the Goods have not already been delivered to the Delivery Location. It is understood that, if the Goods have already been entrusted to BRT, the User will have to bear the costs for returning the Package to the Customer.
 - b) for Services purchased by the User for an amount less than 50 euros, no later than the date of collection of the Goods which must take place no later than 30 days following the purchase of the Service.
- 11.3 For the purposes of exercising the right of withdrawal, referred to in this article, the User must complete the appropriate form in the website www.brt.it at the section <https://services.brt.it/en/online-shipment-refund>.
- 11.4 In case of exercising the right of withdrawal, according to the times and methods set out in this article, the User will have the right to have back sums paid for the purchase of the Service and BRT will not be obliged to carry out the Shipment. If, in the hypothesis referred to in the previous par. 10.2, letter. a), BRT has already started the Service, and the Goods are available, BRT will return the Goods to the User at the address indicated by the Customer and the User will have to bear the costs of returning the Goods. If the User does not communicate the return address, the Goods will be stored in a BRT warehouse and a notification will be sent to the User inviting him to go to the warehouse or contact Customer Care via the appropriate webform.
- 11.5 In case of exercise of the right of withdrawal, BRT will reimburse the Customer for the costs of the Service, excluding any costs of additional insurance, pursuant to the previous paragraph. 5.1, which, if purchased by the User, cannot be refunded.

12 Delivery failed for reasons attributable to the User or the Recipient

- 12.1 In any case in which delivery is not possible for reasons attributable to the User, or the Recipient, BRT will contact one of these, or both subjects, to attempt delivery again.
- 12.2 If the User or the Recipient does not provide the information requested by BRT, within 3 (three) days of the request, or does not make delivery possible, the Goods will be returned to the User without further charges, or if this is not possible, the Goods will be stored in a BRT warehouse and the User will be contacted by telephone to arrange a new redelivery.
- 12.3 Under no circumstances can BRT be held responsible if the failure to deliver is attributable to an act or omission of the User or the Recipient.

13 Right of Inspection

- 13.1 User accepts that, in case of customs or security inspections, BRT or any governmental authority, customs included, shall have the right to open and inspect Goods at any time, and the exercise of such right will not affect liability exclusive to the Customer for the accuracy of his declarations.
- 13.2 If, after suspending the shipment for security or control reasons, BRT fails within a reasonable time to obtain the Customer's or consignee's instructions and/or the documents necessary to resume the shipment, BRT will have the right to destroy the package or to dispose of it, with express exemption from any liability.

14 Competent Court

- 14.1 Without prejudice to the mandatory jurisdiction of the court in which the consumer resides, if the User holds this qualification, for any dispute arising from the interpretation, execution and resolution of these General Conditions and the execution of the Services, the only competent court is the Court of Bologna, with the express exclusion of those established as an alternative by law.

15 Applicable Law

- 15.1 Although the C.M.R. provided for in the "BRT's Liability" article remains applicable, these conditions are governed by Italian Law.

16 Transportation of shipments subject to Law 136/2010 – “Traceability of financial flows”

- 16.1 it is hereby specified that, due to the special terms and conditions for carrying out the service, BRT is unable to guarantee compliance with the provisions of Law 136/2010 and subsequent modifications and additions. For this reason, shipments that fall within the scope of application of that law cannot be accepted. If the Carrier were to suffer damage, and resulting financial loss, of any kind, due to the User's failure to comply with this clause of the contract, the latter will indemnify and hold the Carrier harmless of any financial loss incurred as a result.

17 Legislative Decree 231 of 8 June 2001 and Code of Conduct

- 17.1 BRT has implemented its own Organization, Management and Control Model (OMM) and Code of Conduct. These documents are available on the company website at the address www.brt.it. Implementing the OMM and Code of Conduct is BRT's way of expressing the commitments and ethical responsibilities it intends implementing to run its business and meet the need of ensuring conditions of correctness and transparency when performing company business. By signing the contract, you declare to be aware of and bound to comply with - also on behalf of your employees and/or collaborators - the provisions of the OMM and the Code of Conduct implemented by BRT, by abstaining from conduct which may fall under the hypotheses of offence pursuant to aforesaid decree and by conforming the performance of your business to the provisions therein contained, under penalty of early termination pursuant to art. 1456 of the [Italian] Civil Code. The aforesaid being in any case without prejudice to the rights of BRT to obtain compensation for any losses incurred.

18 Anti-Corruption / Embargoes / Liability

- 18.1 The User declares, guarantees and recognizes that it has worked and continues to work in compliance with all applicable anti-corruption regulations. In particular, the User declares and guarantees that it will not make, offer, promise or authorize any payment, to a specific party in

the form of money or other valuable assets, in order to obtain, retain or ensure the conclusion of business, or obtain an unlawful advantage, in violation of the applicable regulations.

- 18.2 The User declares and guarantees compliance with all domestic and international regulations applicable to embargoes. In this regard, the User declares and guarantees compliance with: (i) the domestic and international regulations governing dual-use products, (ii) all restrictive measures or embargoes imposed in the context of sanctions authorized by the United Nations or any other domestic or international program, (iii) the domestic and international regulations governing the fight against terrorism and money laundering, or any other similar activity.
- 18.3 The User declares and guarantees that it is not included among the parties and companies on the SDN list (prepared pursuant to Executive Order 13224 in order to identify parties suspected of terrorism, or any other more recent text published by the Office of Foreign Assets Control (OFAC) on the official website <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>, any replacement website or any other official publication of that list), or on any other UN list or on any similar domestic or international lists.
- 18.4 In addition, the User has been appropriately informed, and therefore expressly accepts, that its data, the data of its customers and the data of the consignees relevant to the provision of the Services, are input by BRT to the SDN control equipment in order to check that the User, its customers and the consignees are not included on the SDN list, or on any other UN list or on any similar domestic or international lists. The User agrees to inform its customers and consignees about the use of their data by BRT. The User also agrees to provide full information to BRT should it become aware or suspect that its employees, customers, consignees or any other party involved in this Contract may be in breach of the above regulations or included on the SDN list, or on any other UN list or on any similar domestic or international lists.
- 18.5 Failing this, the conduct of the User will be deemed in breach of these Conditions and BRT will be entitled, at its sole discretion, to (i) interrupt or suspend the Services, (ii) transfer all necessary information to the competent authorities and/or (iii) apply the procedures required by the competent authorities, including the return or destruction of the Parcel at the expense of the User. The User must inform its customers and consignees in advance about how the Services will be provided and about the abovementioned rights of BRT, in order to obtain their full and complete consent.
- 18.6 BRT shall never be held responsible for any interruption or suspension of the Services, or for the transmission of any customer or consignee data requested by the competent authorities, or for the destruction of the Parcel, or for any other similar measures adopted by BRT in application of this Clause.
- 18.7 Furthermore, the User agrees to relieve, hold free and indemnify BRT for any and all losses and/or damages deriving from breaches by the User, its employees, customers and/or consignees of any of the domestic and international anti-corruption regulations and embargoes.

19 Personal data processing

- 19.1 The User declares that he has received and read the privacy information issued according to art. 13 of Regulation (EU) 2016/679 – General Data Protection Regulation – GDPR.

20 European Union Customs Code – Liability

- 20.1 The User declares that, before consignment to BRT, the goods: - obtained customs clearance for importation into the European Union. In that case, the User declares and guarantees that the above goods obtained definitive customs clearance for importation (released for free circulation and consumption) in compliance with the requirements of the Union Customs Code (Regulation (EU) 952/2013 as amended, which laid down the Union Customs Code); or - were produced in the European Union.

- 20.2 Under no circumstances can BRT be considered the recipient of the goods, as defined in the Union Customs Code, and under no circumstances can its EORI number or its VAT number be used in customs declarations for importation or exportation purposes, without its prior written consent.
- 20.3 The User also declares and guarantees that the above goods comply with the European regulations applicable to the product.
- 20.4 The User will accept full and unconditional liability for any and all violations of the above declarations and guarantees, without need for any communications from the Carrier in that regard. The User will accept all the economic consequences of such violations and agrees to reimburse the Carrier for any and all related losses incurred by the latter.