# GENERAL CUSTOMER CONDITIONS FOR TRANSPORT SERVICES

All operations and Services performed by Companies belonging to the Codognotto Group (hereinafter also only "Codognotto" or "the Carrier") are exclusively subject to these "General Conditions of Carriage", unless otherwise agreed in writing.

#### Art. 1) SUBJECT

1.1) The object of these General Conditions is the Transport Service, on a non-exclusive basis, (hereinafter referred to as "Transport Service") of the goods entrusted by the Customer to the Carrier for transport between the places specified in the consignment note / transport order. Unless otherwise expressly agreed, the latest text of the General Conditions, available on the website www.codognotto.eu, shall be applicable and in the event of translation into different languages of the following document the Italian version shall be considered decisive and prevailing over any other translation.

1.2) The Carrier undertakes to perform the Transport Service according to the terms and conditions set forth in these General Conditions and according to the indications contained in the order, which the Customer shall send to it from time to time with the procedures set forth in the following point, subject to acceptance by the Carrier pursuant to article 2.1 of these General Conditions.

1.3) The Costumer shall send the Carrier, in writing, orders specifying the type of goods to be transported, quantities, place and time of collection, place and time of redelivery, delivery terms\*\*, identification of the vehicles with which the transport is to be carried out\*\*\* as well as the value of the goods transported if this exceeds the threshold ("Threshold") of Euro 150,000.00 (one hundred and fifty thousand zero zero) per individual order. Unless otherwise specified by the Customer, the Carrier has the free choice of the routes and means to be used, the modes of transport to be used, the routes, the technical devices to be adopted, in order to ensure the execution of the contract. It is understood between the Parties that the indication of the value of the goods on the occurrence of the aforementioned Threshold does not imply the assumption of any insurance coverage commitment beyond the limits set forth in article 6 of these General Conditions by Carrier. 1.4) The consideration for the service is agreed in writing at the subscription of the General

Conditions of Carriage and/or the individual transport contract.

#### Art. 2) TERMS OF SERVICE

2.1) Upon receipt of the order the contract of carriage shall be concluded with the Carrier, subject to acceptance thereof also through the Carrier's decentralised offices. It is specified that only the Carrier's managing directors and specially authorised employees may enter into agreements with the Customer in derogation of the General Conditions of Carriage. In the performance of services, the Carrier may use one or more Sub-Carriers under the conditions it deems appropriate, in compliance with applicable regulations. Pursuant to Article 6-ter of Legislative Decree No. 286 of 21 November 2005 (updated by Law No. 190 of 23 December 2014), the Customer, by accepting these General Conditions of Carriage, therefore declares that it expressly allows the Carrier to use one or more Sub-Carriers in compliance with the applicable regulations.

2.2) The Carrier undertakes to perform the Transport Service according to the methods indicated in these General Conditions of Carriage as well as in the accepted Order and to comply with all legal and regulatory provisions for the protection of road safety.

2.3) In performing the Transport Service, the Carrier shall use the diligence and professionalism required for the provision of road freight services for third parties that are the subject of the order.

2.4) Particular assignments accessory to mere carriage shall engage the Carrier only if expressly accepted in writing by the same (and not by the driver at the time of loading)\*\*.
2.5) The Carrier undertakes to use for the Transport Service vehicles with the characteristics to be communicated upon express request\*\*\* only if expressly accepted in writing by the Carrier. The vehicles and the driver will in any case be equipped with the necessary documentation for circulation according to the rules of origin of the Carrier and of the foreign countries involved in the transport.

2.6) The Customer undertakes to inform the Carrier, at the time of the order, of the place of delivery of the goods (as well as the name, company name, registered office of the shipper pursuant to Article 2 paragraph 1 letter d) of Legislative Decree 286/2005 if different from the Customer) and the place of redelivery of the goods as well as the name, company name, registered office of the Consignee.

2.7.) The times indicated in the transport order are indicative and not binding unless expressly agreed in writing and only if the specific remuneration is expressly agreed in writing.

2.8.) Unless otherwise agreed in writing, the Carrier's assignment and liability for goods to be delivered to the domicile of the consignee shall end with the presentation of the goods on the vehicle in front of the consignee's domicile or in front of a normal place of unloading that the consignee will have indicated in advance. The consignee shall unload without delay at his own expense, risk and peril. If the consignee delays or refuses to accept goods delivered to his domicile, the Carrier is entitled to charge the additional costs for parking the vehicle, for returning the goods to the warehouse, for storage and for subsequent redelivery to the domicile.

2.9) Unless otherwise agreed in writing, the Carrier may return to the Costumer all goods refused by the consignee or which, for any reason, cannot be delivered, and this at the risk and on behalf of the Costumer. During storage for any impediment to redelivery, the goods remain in storage at the Customer's risk without the Carrier being obliged to insure them, and the Consignor and/or the Customer are obliged to reimburse and hold the Carrier harmless in relation to any sum or cost due, including those for stopovers of the means of transport, for the return of the goods to the warehouse, for storage and subsequent redelivery. In the case of refusal or unavailability of the consignee or other impossibility of performing the assignment, the Carrier may take the necessary or appropriate measures for the safekeeping of the goods and their return, acting in the name and on behalf of the Customer and/or the Consignor, on whom the risk of any loss, damage or theft is borne.

2.10) The Carrier shall provide the Customer with the transport documentation (Transport Document / DDT and International Air Waybills / CMR) in digital format only ("Transport

Documentation"). The Carrier shall not therefore be obliged to transmit the Transport Documentation except in electronic format and any other request by the Customer must be agreed and accepted in writing by the Carrier.

## Art. 3) PAYMENTS AND METHODS OF PAYMENT

3.1) The Customer undertakes to pay the consideration for the Service, as agreed upon when signing the General Conditions of Carriage and/or the individual transport contract pursuant to article 1.4, in addition to the value-added tax on transport within 30 days from the date of issue of the invoice, unless otherwise agreed in writing between the parties.

3.2) The Customer hereby waives any right to reject the Carrier's invoices if it does not dispute them in writing within 7 days of the invoice date. In the event of non-receipt of the invoice, the Customer shall immediately request it from the Carrier and may not invoke this to suspend or delay payments on the agreed due dates.

3.3) All import taxes, as well as value-added tax and any other taxes on delivery in the country of destination shall be paid by the consignee following delivery, without prejudice to the joint and several liability of the Customer to pay such amounts immediately upon notification by the Carrier of the consignee's non-payment.

3.4) The Customer shall make payments in such a way as to credit the bank account indicated by Codognotto, without deducting any discounts, offsets or counter credits of any kind. Failure to pay even a single invoice by the due date shall result in the immediate forfeiture of the benefit of any delaying term granted to the Customer, making all receivables of the Carrier immediately due and payable. Failure to pay even a single invoice shall entitle the Carrier to terminate any Contract in force with the Customer pursuant to Article 1456 of the Italian Civil Code and to suspend the execution or delivery of any other supply in progress, without prejudice, in any case, to full compensation for the damage caused by previous suspensions of the service due to non-payment by the Customer shall not constitute non-fulfilment by the Carrier.

3.5) The Customer may not omit or delay payment of the consideration for the service on the agreed due dates, raising claims or other disputes of any kind, and may not raise such exceptions or take action to enforce its claims against the Carrier, unless it has paid the consideration due to the Carrier in full and provided that the requirements pursuant to the law and the Contract are met.

3.6) The Carrier's invoices must be settled in the currency indicated in the invoice or otherwise in the local currency, but at the exchange rate provided by the Carrier.

3.7) The Carrier shall have a right of retention as well as a lien on all goods subject to carriage at all times, for any claims of the Carrier, whether past due or maturing, and, accordingly, shall give the Carrier the right to sell the same and to keep the proceeds of sale as a set-off against any sum owed by the Customer also for previous carriage. The aforementioned rights may also be asserted against other parties entitled to the goods (consignor and/or consignee and/or owner of the goods if different from the Customer).

3.8) The Customer shall be obliged to pay the amount for the services provided that are governed by these terms and conditions within the agreed time period. In the event of delay in payment, the Carrier shall charge interest on delayed payments at the default rate envisaged in Italian Legislative Decree no. 231/2002 - or at a rate equal to the ECB base rate increased by 8% and any subsequent amendments more favourable to the Carrier - on an annual basis in addition to the penalties envisaged by law and by the Contract and the expenses incurred to collect overdue payments (including, without limitation, reasonable legal expenses, expert's fees, court fees and other expenses incurred for litigation). Any delay shall result in an automatic default of the Customer. In the event of suspension of payments by the Customer, the Carrier shall be entitled to immediately suspend the performance of services and/or not to accept new assignments. Should the suspension of payments framework agreement without notice, subject to compensation for damages.

3.9) The Carrier is authorised to set off reciprocal accounts with the Customer, also arising from damage or losses caused.

3.10) The Carrier shall have the right to assign its receivables against the Customer to third parties, by way of example but not limited to collection companies or credit or financial institutions or factoring companies, etc. Any conflicting clauses shall be invalid.

3.11) The Carrier is granted the right to unilaterally change the prices of its services due to increases in its own costs, in particular the price of fuel, occurring between the conclusion of the Contract and its execution, for which the Carrier is not liable since they cannot be foreseen at the time of the conclusion of the Contract. The Customer shall be informed of any such change with reasonable notice and in such case shall have the right to withdraw from the Contract until the performance of the carriage has commenced and, in any case, no later than 7 days after the price variation has been communicated.

3.12) Pursuant to Article 6 of Legislative Decree 286/2005, the Carrier is in any case granted the adjustment of the consideration to the cost of diesel fuel, on the basis of the variations that have occurred in the price of diesel fuel following the monthly surveys of the competent Ministry, if such variations exceed 2% of the value taken as a reference at the time of signing the General Conditions of Carriage and/or the individual transport contract or the last adjustment made.

3.13) The Parties also agree that the maximum waiting time ("Excess") for loading and unloading the goods is 2 hours for each individual loading or unloading operation. The Customer shall therefore pay the Carrier an indemnity for exceeding the period of Excess equal to  $\in$  50.00 per hour or, if higher, equal to the different minimum amount set forth in the applicable regulations. This indemnity is due for each hour or fraction of an hour of delay in operations, without prejudice to the right to exercise recourse against the actual responsible party.

The period of Excess shall commence from the time of the Carrier's arrival at the place of loading/unloading (understood as the place where the document acceptance procedures are carried out) or at the loading/unloading spot (understood as the location where the loading/unloading of the vehicles physically takes place) in case the place of loading/unloading and the loading/unloading spot coincide.

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The calculation of the waiting time begins from the time of arrival of the Carrier at the loading/unloading place, or from the time contained in the written indications provided by the Customer prior to departure, in the event of the latter's early arrival. The period of Excess does not include the material time for loading/unloading operations, nor the waiting time during periods of inactivity of the consignor or the consignee, if such periods of inactivity are indicated in the written indications provided to the Carrier prior to departure.

The Carrier is obliged to produce specific certification of the time of arrival and the time of commencement of operations, issued alternatively by the Sender, the Consignee, the shipper or their appointee, or failing this, by another person in charge of supervising loading or unloading operations; if it is impossible to acquire such certification, the Carrier may prove the above times by means of tachograph records or other documentation deemed suitable

The Carrier may not claim any indemnity if the excess of the Excess occurs due to causes attributable to it, or because it has not made the vehicle available for loading/unloading, or when the indications provided by the Customer regarding the place and time for loading/unloading have not been observed or when the Customer's indications on the procedures and time of access of vehicles to the loading/unloading points are not observed (when they do not coincide with the loading/unloading places) in the event that a time schedule is envisaged in order to take into account the technical time required to complete the operations and procedural steps relating to verification and identification at the entrance to the place of loading or unloading.

# Art. 4) GUARANTEES

The Carrier declares:

- to be duly in possession of any other authorisation/certification/documentation required by current regulations;

to have entered into valid insurance policies for Motor Third Party Liability, Carrier's Liability, General Third Party Liability with leading national and international Insurance Companies:

to respect, in the employment relationship with its personnel, the collective individual labour agreements, social security and welfare regulations.

#### ART. 5) COMPLIANCE WITH ENVIRONMENTAL STANDARDS, SAFETY **REGULATIONS AND ANTI-ABUSE REGULATIONS**

5.1) The Carrier shall guarantee an effective environmental management system and a valid organisation to verify all the relevant aspects and environmental impacts of its activity by regularly setting targets to be achieved.

5.2) The Carrier undertakes to involve and empower its personnel, through information, training, and awareness verification programmes, to make its Suppliers aware and monitor them, and to stimulate and support its "partners" so that they adopt choices based on improving environmental performance.

5.3) The Carrier undertakes to adopt all necessary and possible measures, according to the highest professional diligence and expressly obliges itself - with the utmost rigour - to adopt suitable safety measures. By way of example and without limitation:

- before each transport to subject the vehicles used to a thorough inspection thereof;

 to employ experienced, suitably-referenced travelling and non-travelling personnel, whose conduct can be expected to be professionally correct, informed by the dictates of the diligence required by the nature of the service owed and of a compliant moral integrity; - to ensure compliance with the applicable road traffic safety regulations.

5.4) The Carrier, with a view to contrasting and opposing unlawfulness in the performance of the commissioned activity, guarantees, from the outset, full compliance with the rules of law and, to that effect, undertakes that the rules of law are constantly observed, first and foremost, by its own personnel and by its own Suppliers in the performance of the services requested by the same, undertaking, in any case, to report any conduct that is incongruent and in any case contrary to the rules in force to the competent Authority.

## Art.6) CARRIER'S LIABILITY FOR LOSS OR FRAUD

The Carrier's liability will be governed exclusively by the provisions that follow, excluding any other agreement, without prejudice only to the operation of rules that are mandatory by law.

#### FOR DOMESTIC SERVICE - ITALY

6.1) The Carrier is liable for loss, theft or damage to the goods transported, for any reason whatsoever, whether contractual or non-contractual, and excepting only cases of wilful misconduct or gross negligence, in compliance with Article 1696 of the Italian Civil Code, within the limits of €1.00 for each kilogram of gross weight of the goods lost or damaged in domestic transport. Outside of the preceding hypotheses and in all other cases, except for cases of wilful misconduct or gross negligence, the Carrier's liability shall also be limited to €1.00 per kilogram of goods transported. In the event of attributable transport delays, the Carrier shall recognise an amount not exceeding the price of transport.

#### FOR INTERNATIONAL SERVICE

6.2) For transport outside the country of origin, the liability of the Carrier in the event of loss or damage to the goods transported, for any reason whatsoever, whether contractual or non-contractual, and except only in the event of wilful misconduct or gross negligence, is limited to the amount referred to in Article 23.3 of the Convention for the Carriage of Goods by Road (CMR) and subsequent amendments to 8.33 units of account for each kilogram by gross weight of goods missing or damaged. In the event of attributable transport delay, the Carrier shall pay an amount not exceeding the transport price in accordance with the provisions of Art. 23 para. 5 of the CMR.

## Art. 7) EXCLUSIONS OF LIABILITY AND FORCE MAJEURE

7.1) The Carrier shall not be held liable for delays or for loss, damage, erroneous or nondelivery of the goods transported due to:

a) force majeure as defined in article 7.3) below;

b)other fortuitous events not ascribable to the Carrier (robbery, looting, calamity, road interruptions, etc...);

c) failure of the Customer to fulfil its obligations under the contract of carriage;

d)act of the third party that excludes the Carrier's liability in whole or in part;

e) failure to use the appropriate vehicles for the shipment of particular goods for which the Customer has not pointed out the specific precautions to be taken, also pursuant to article 1. or has not provided the information required therein;

f) loading, unloading or handling of the goods carried out by the Customer or the consignee or by persons acting on behalf of the latter;

g)insufficient or imperfect marking or numbering of packages or other defect in identification or packaging;

h)defects and faults in the goods transported that have affected the performance of the transport.

7.2) The Carrier shall not be held liable, under any circumstances, for indirect losses and/or damage of any kind, however occurring, that the Customer may suffer on the occasion of and/or as a consequence of the transport of the goods, regardless of whether the Carrier may have and/or was aware that such losses and/or damage may occur, including but not limited to loss of earnings, profits, goodwill.

7.3) Neither Party shall be held liable for any delay and/or non-fulfilment in the performance of its obligations under this Contract if this is due to unforeseeable causes beyond its control and/or exonerating events envisaged by International Conventions including, merely by way of example, the natural elements, riots, pandemics, popular uprisings, war events, states of belligerency or regulations, laws, actions of any governmental authority and the like of an extraordinary nature that are relevant to the fulfilment of the obligations under the contract and/or an order ("Force Majeure").

7.4) Upon the occurrence of a Cause of Force Majeure, the Party affected by the same shall inform the other Party without delay of its occurrence and shall endeavour to limit its effects, and both Parties shall in any case withdraw from the Transport Service at any time, even after acceptance of the same, and this without any penalty, even if the same has been partially performed. In the event of withdrawal on the part of the Customer, it is understood that the same shall reimburse the Carrier for all expenses incurred by the latter (including, by way of example, those of transport, storage, rental, parking, insurance and/or delivery), even if caused by events of force majeure.

## 8. CLAIM PROCEDURE

8.1) Within the limits of articles 6 and 7 extended above, claims for a lost, damaged or delayed shipment must comply with the provisions of national law or any applicable international convention according to the following procedure. Otherwise, the Carrier is entitled to reject the claim.

In particular, the damaged party must notify the Carrier in writing, by registered letter with return receipt, or equivalent, under penalty of forfeiture, within:

a) 8 calendar days from receipt of the goods if they are transported within the national territory, in the event of damage or missing goods that could not be detected at the time of delivery (non-visible defects only).

b) 7 calendar days from receipt of the goods if the shipment is transported by land within, to or from a country that is a signatory to the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR) (non-visible defects only)

8.2) After the first report, and no later than the limitation periods envisaged by law or by the applicable conventions, the Customer, under penalty of forfeiture, shall send all relevant information and documents relating to the shipment and to the loss, damage or delay resulting from the damage suffered. The Carrier shall not be obliged to pay compensation for any damage as long as the price of the carriage due to it has not been paid, nor shall the Customer be entitled to deduct the amount of the damage complained of from the price of the carriage due.

8.3) Transported goods shall be deemed to have been delivered in good condition if the consignee has not entered a specific reservation - of damage or shortage - on the delivery note when collecting the goods. In order to be able to consider a claim for damage, the goods and the original packaging must be made available to the Carrier for inspection, under penalty of forfeiture to the detriment of the Customer or the claimant.

## Art. 9) INSURANCE COVERAGE

9.1) Without prejudice to the responsibilities pursuant to article 6, the Customer has the right to request the Carrier, with at least 24 hours notice prior to the start of transport, to stipulate, in its favour and at its own expense, a special insurance policy to cover damage deriving from transport beyond the limits indicated above, with the sole exclusion of indirect damage of any kind, which shall therefore remain the Customer's sole responsibility.

This guarantee, which may also be taken out directly by the Customer with insurance companies it trusts, shall be regulated by the contractual terms and conditions of the insurance company that takes out the guarantee (e.g. deductibles, uncovered amounts, exclusions at the expense of the Customer requesting cover).

It is understood that, in the absence of the request for the aforementioned insurance cover, all risks connected with the transport shall be directly assumed by the Customer if the Carrier's liability is excluded. Acceptance by the Carrier of the Customer's insured transport is subject to the condition that the Customer guarantees that the Company will not exercise its right of recourse against the Carrier by express agreement between the Customer and the Company.

In the absence of such cover, compensation, if allowed, shall be settled within the limits of the law.

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Place

#### Art. 10) PACKING / LOADING-UNLOADING

10.1) The Customer shall take care of the packaging of the goods in such a way as to ensure that the loading, unloading and handling operations are carried out correctly, as well as to guarantee suitable prevention of loss or damage to the goods, to persons, property and operating materials. Any damage that may be caused to the vehicle or cargo or to persons and property, including third parties, as a result of unsuitable packaging shall be borne by the Customer. The Carrier shall be exonerated from any liability in relation to damage and conditioning occurring during loading and unloading or during handling if said operations are carried out by the Customer or by third parties.

10.2) It is hereby specified that if the Carrier's driver is not put in a position (and this in compliance with safety regulations) to assist in loading/unloading or handling operations, any damage or loss shall not be ascribed to the Carrier for any reason whatsoever.

## Art. 11) CONFIDENTIALITY

11.1) The Customer undertakes to keep strictly confidential any confidential information received from the other party for the execution of the Contract with the undertaking not to disclose it to third parties. This undertaking shall not apply solely to information which is or becomes public knowledge by means other than unauthorised disclosure in violation of this Contract, or which is obtained by third parties by means other than unauthorised disclosure is violation of this performation, or which is known or developed independently of the recipient of such information, or which is required to be disclosed by law or by authority. The confidentiality obligations stated herein shall continue after the termination of this Contract for a period of five (5) years.

#### Art. 12) PRIVACY

12.1) Pursuant to and for the purposes of Legislative Decree no. 196 of 30.06.2003 and Article 13 of EU Regulation 2016/679, the Parties, owners of the respective data, declare that they have mutually informed each other that the personal data collected for the formalisation of this deed are subject to processing in the Customer/Supplier Archive, also by automated means, and are necessary for the compulsory fulfilments of a civil/tax nature as well as for management, statistical and commercial purposes.

Pursuant to and for the purposes of Legislative Decree 196/03 and the GDPR (EU Regulation 2016/679) the Customer acknowledges by accepting these General Conditions of Carriage that it has received information on the processing of personal data published on the website www.codognotto.eu and gives it consent to the processing and communications for the purposes stated therein.

12.2.) The personal data provided by the Parties may also be communicated, for the same purposes mentioned above, to companies to which outsourcing services are entrusted.

#### Art. 13) ORGANISATIONAL MODEL - CODE OF ETHICS

13.1) The Costumer also acknowledges that the Carrier, pursuant to Legislative Decree no. 231 of 8 June 2001 (hereinafter the "Decree"), has adopted an organisational, management and control model (hereinafter the "Organisational Model") and a code of ethics (hereinafter the "Code of Ethics", the latter available at the First Carrier's registered office and online at https://www.codognotto.eu/it/codognotto-italia-spa-code-ethics-695?msclkid=3fcf87e4cfb511ec9ab1ed4954e9d834 ).

13.2) The Customer undertakes not to engage in any conduct that may constitute the offences referred to in the Decree - regardless of whether the offence has actually been committed or is punishable - and to operate in compliance with the rules and principles of the Decree itself.

13.3) The Customer also undertakes to comply with the provisions of the Code of Ethics - to the extent of its competence - in the performance of all the services regulated by these General Conditions of Carriage as well as in all relations with the Carrier.

13.4) Breach of the provisions of this article 13 shall constitute a serious breach by the Costumer of its obligations as per these General Conditions of Carriage and shall entitle the Carrier to terminate all existing contractual relations with the Costumer with immediate effect, pursuant to and for the effects of article 1456 of the Italian Civil Code, without prejudice to compensation for any further damages suffered. The Customer hereby indemnifies the Carrier for any penalties or damages that may be suffered by the latter.

# Art. 14) APPLICABLE LAW AND COURT OF JURISDICTION

14.1) The Court of Treviso shall have exclusive jurisdiction for any dispute concerning the carriage relations between the parties, with the express exclusion of those provided for by law as an alternative, with the sole exception of those courts that are mandatory by law. For all matters not provided for, express reference is made to the provisions of Italian Law and International Conventions as applicable, including the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR).

Done, read and signed in duplicate, for the sole purpose

Date

THE COSTUMER

THE CARRIER

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the parties declare that they have read carefully and specifically approved in writing the following clauses:

- Art. 1) SUBJECT 1.3;
- Art. 2) TERMS OF SERVICE 2.7; 2.8; 2.9; 2.10;
- Art. 3) PAYMENTS AND METHODS OF PAYMENT 3.2; 3.4; 3.5; 3.7; 3.8; 3.9; 3.11;
- Art. 6) CARRIER'S LIABILITY FOR LOSS OR FRAUD (entire Article);
- Art. 7) EXCLUSIONS OF LIABILITY AND FORCE MAJEURE (entire Article);
- Art. 8) CLAIM PROCEDURE (entire Article);
- Art. 9) INSURANCE COVERAGE (entire Article);
- Art. 10) PACKAGING / LOADING-UNLOADING (entire Article);
- Art. 11) CONFIDENTIALITY (entire article);
- Art. 12) PRIVACY (entire Article);
- Art. 13) ORGANISATIONAL MODEL CODE OF ETHICS (entire Article);
- Art. 14) APPLICABLE LAW AND COURT OF JURISDICTION (entire article).

Place \_\_\_\_\_, Date\_\_\_\_\_

THE CUSTOMER

# **NOTTO** the future.