

InPost's General Terms and Conditions of Service

GENERAL TERMS AND CONDITIONS OF SERVICE

1 Applicability of the General Terms and InPost's Services

- 1.1 These general terms and conditions of service (hereinafter also referred to as the “**General Terms**”) will apply to the Services (as defined hereinafter) provided by Locker InPost Italia S.r.l. with sole shareholder, a company incorporated under the laws of Italy, with registered office and operational headquarters at Viale Cassala 30, 20143 Milano, registered with the Trade Register of Milan, with Tax Code and VAT code no. 08568700960, REA no. MI-2037066, and with a share capital of 110,000.00 euro fully paid in (hereinafter “**InPost**”).
- 1.2 The services InPost provides (hereinafter jointly referred to as the “**Services**” and each being a “**Service**”) include:
- (a) handling, temporary storage, pick-up/collection, delivery, receipt of packages and parcels / sending (also by mail);
 - (b) courier services (either directly or with the support provided to/from third parties);
 - (c) freight transport on behalf of third parties to Italy and abroad; as well as
 - (d) any other Service described on InPost's website, pursuant to the legislation in force.
- All the above also by using automatic dispensers (so-called “*lockers*”) for the automatic collection and delivery of packages, parcels and mail to customers (hereinafter the “**Lockers**”).
- 1.3 “**Customer**” means any individual who uses the Services offered by InPost and has specifically approved these General Terms. The Customer may either be the person who purchases the Services or the person who benefits from the Services, as the case may be, except where otherwise expressly indicated hereinafter in these General Terms. The Customer and InPost are hereinafter also jointly defined as the “**Parties**” and each as a “**Party**”.
- 1.4 The Services fall within the scope of legislation on postal services under Legislative Decree 22 July 1999, no. 261, as subsequently amended and supplemented (hereinafter, the “**Decree**”). In order to perform the Services, InPost has been granted general authorisation no. 5585/2020 pursuant to art. 6, para. 1, of the Decree, individual postal licence no. 43351202 and is registered in the National Register of Persons and Corporations Engaged in the Business of Transporting by road goods on behalf of third parties with no. MI/889217/C, mechanographic position E3RSFQ (jointly referred to as the “**Authorisations**”).
- 1.5 In no case do the Services fall within the universal postal service (pursuant to art. 3 of the Decree) nor do they replace the same. The Services are not performed in a standardised manner, but are based on variable procedures depending on the needs of the Customers with whom special written agreements are negotiated and executed (the execution can also be done online), which set forth specific terms. In the absence of specific conditions, the Services are governed by these General Terms.
- 1.6 For the purpose of the performance of the Services, the Customer authorises InPost to avail itself, at its own discretion and at and for any stage of the supply, of the structures of companies of the group which InPost belongs to (the “**Group**”) and/or of the services of third parties.
- 1.7 The brands, logos, domain names, as well as, in general, any distinctive sign used to distinguish InPost and the relevant Services are protected by the applicable legislation in force on the subject, and in any case the reproduction thereof is forbidden in any form, in lack of InPost's express written authorization.

2 Waybill and Documentation of the Services

- 2.1 The Customer, unless otherwise agreed upon in writing, undertakes to consign the goods, with regard to which the Service is requested, together with the relevant waybill, filled out and signed (the “**Waybill**”) or, in any case, to fill out the shipping manifest according to the form provided or accepted by InPost. Any reference to the “Waybill” contained in these General Terms will be understood to include the different transport document provided or accepted by InPost. With regard to each individual Service, in case of inconsistencies in the instructions contained in the relevant documents, the instructions contained in the Waybill shall prevail.
- 2.2 The Waybill must be filled out in full, including the section which concerns the payment methods, in a clear and legible manner and it must be signed by the Customer. In particular, the Waybill must contain accurate and complete information regarding the sender and the receiver, as indicated in the form provided to the Customer by InPost (by filling out in a clear and understandable manner all the fields marked as “mandatory”).
- 2.3 InPost shall not take any responsibility for any damages arising from information reported in an erroneous, incomplete or illegible manner, even if they were not noticed upon acceptance of the request to perform the Service.
- 2.4 Once two years have elapsed, InPost shall not be obliged to store evidence that it performed the Service. Of this circumstance, the Customer undertakes to inform the recipient and any other person who may have an interest in the Service in advance.

3 Non-Performance of the Service by InPost

- 3.1 InPost is entitled, at all times, to refuse, cancel, suspend or defer any Service, in case, in its opinion, the requested service:
 - (a) is not fully described or lacks the labelling of packaging and/or documents provided for by laws, regulations, administrative provisions and conventions, including international ones, in force from time to time;
 - (b) due to the features of its content it does not allow for the normal performance of the service, without prejudice to the provisions of Article 4 below;
 - (c) may harm people, animals or things;
 - (d) is forbidden by the law or violates any one of these General Terms;
 - (e) concerns goods subject to rapid decay or decomposition;
 - (f) is requested by a Customer who is not in a good credit situation.
- 3.2 In such cases, InPost reserves the right to either keep the goods pertaining to the Service or return them to the sender and, in case of impending danger or decay, proceed to destroy them, without prejudice to the Customer’s liability for the harmful consequences and for the expenses which, if any, may arise therefrom for any reason.

4 Items which cannot be accepted for transport

- 4.1 The following items shall not be accepted for transport to any destination and in any case no Service will be provided for them, unless otherwise and expressly permitted by InPost:

- 1) money (coins, cash, legal tender banknotes, negotiable securities equivalent to cash such as endorsed shares, bonds, letters of fund transfer), coins and collector stamps;
- 2) explosives, fireworks and any other item of a flammable or incendiary nature;
- 3) human corpses, organs or parts of the body, human and animal embryos, ashes or human remains;
- 4) any shipment to be delivered to APO addresses (i.e., Army Post Office) or FPO (i.e., Fleet Post Office);
- 5) any shipment to be delivered cash on delivery;
- 6) firearms, weapons in general, ammunition and parts of weapons;
- 7) foodstuffs, perishable foodstuffs, beverages that require refrigeration or other environmental controls;
- 8) plants and plant material, including seeds and cut flowers;
- 9) lottery tickets, items for gambling if prohibited by law;
- 10) perishable goods (other than those under (g) above) unless prior agreements have been reached in this regard;
- 11) pornographic material and/or obscene material;
- 12) hazardous waste, including but not limited to hypodermic needles and/or used syringes or medical waste;
- 13) ice (frozen water);
- 14) items for which InPost is required to obtain a special license, or a special permit for transport, import or export;
- 15) items whose transport, import or export are prohibited by laws or regulations;
- 16) dangerous products;
- 17) dead animals or stuffed animals;
- 18) damp or wet parcels, in which there are leaks or which emit any type of odor;
- 19) live animals, including fish and insects;
- 20) goods that can cause damage or delay to equipment, personnel or in any case to the InPost Lockers.

4.2 InPost disclaims any liability arising from Services related to the items above however they may have been accepted (including those possibly accepted by mistake or prior notice).

4.3 Further restrictions may be applied depending on the destination or the selected Service. Some items may require compliance with several administrative and customs formalities, which may entail an extension of the time needed to cross borders. InPost reserves the right to reject parcels based on such limitations or for security and secrecy reasons. InPost shall be authorized to charge an administrative

cost for the rejected parcels and for the costs for the return of the good to the sender, where applicable. Further information will be provided upon request.

5 Dangerous Materials

- 5.1 The acceptance of dangerous materials by InPost is subject to the conclusion of a specific agreement with the Customer. In any case, a shipment subject to the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) requires special transport agreements and the Customer must contact InPost for confirmation or the execution agreements before the shipping itself. InPost reserves the right to refuse hazardous materials where such goods cannot be accepted under the laws applicable from time to time.
- 5.2 All parcels containing dangerous materials must comply with the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO), the Dangerous Goods Regulations of the International Air Transport Association (IATA), or other applicable regulations.
- 5.3 The Customer will be fully liable for any damage caused by any failure to comply with the applicable regulations. The Customer must ensure and will be responsible for the complete and proper packaging of all dangerous materials, in compliance with all the requirements in terms of classifications, packaging, documentation, marking and labelling, as well as the requirements of any other applicable law, rules or regulations. The Customer is also responsible for ensuring that the sender (or recipient, depending on the Customer's role) complies with all applicable laws, rules or regulations.
- 5.4 The Customer must comply with all applicable laws, rules and regulations governing the packaging, marking and labelling of shipments of blood and blood products regardless of whether they are infectious.
- 5.5 InPost's parcels cannot be used to ship dangerous materials.
- 5.6 InPost is exempted from any liability for any delays in the performance of the Services caused by security needs related to the dangerous nature of the materials delivered by (or on behalf of) the Customer.

6 Packaging

- 6.1 The Customer must handle, under its own responsibility, the packaging of the parcel so as to guarantee a regular and correct execution of the loading, unloading and handling operations, as well as to prevent the loss or damage of the goods therein, harm to people, animals or things. Any damages deriving from unsuitable packaging shall be borne by the Customer.
- 6.2 The Customer must ensure that the parcels are carefully sealed with a suitable system to prevent them from opening and to make subsequent repackaging possible.

7 Controls and adjustments of the fees for any excess

- 7.1 The Customer is required to verify that the size and weight of the goods covered by the Service fall within those indicated for the selected Service or in any case that they are compatible with the latter. Furthermore, the Customer expressly accepts InPost's right to weigh and measure, again, at any time, the goods by automated and certified means, as well as the right to invoice the surcharge deriving from any excess it may find, in accordance with the economic conditions provided for by the selected Service.
- 7.2 The Customer must pay particular attention to the determination of the weight and size of its goods covered by the Service, since, except where InPost detects a weight or size in excess of its requirements, the weight declared by the Customer will be the one considered for invoicing purposes.

- 7.3 The verification of weight and size referred to above can also be performed following the acceptance of the request for the Service and in the absence of the Customer. The outcome of the verification, carried out with systems certified by third parties, shall serve as proof in the relations between the Parties.
- 7.4 Invoicing for any excess weight and/or size found may also occur after the performance of the requested Service and, in any case, within any time limits provided for by applicable legislation.
- 7.5 Should any excess weight and/or size be found in the presence of the Customer, the latter may supplement the surcharge by delivering an additional Waybill.
- 7.6 Expenses will be calculated based on InPost's instructions.

8 Business hours for collection and delivery operations

- 8.1 Collection and delivery are carried out in relation to the type of Service purchased. Delivery and collection at a Locker are normally carried out 24 hours a day, 7 days a week, while delivery and collection at a home are normally carried out from 8 a.m. to 6 p.m., without prejudice to different local customs. The lunch break follows local customs.
- 8.2 Unless otherwise and expressly agreed upon between the Parties, InPost shall not carry out collection and delivery at home:
- (a) on Saturdays and Sundays;
 - (b) on midweek holidays;
 - (c) during the holiday closure period established by the category;
 - (d) on the days and at the hours in which, by law or administrative provision, circulation on urban and/or extra-urban roads is prohibited;
 - (e) on days when, due to local custom or by order of the public administration, warehouses and/or offices, shops and businesses are closed.

9 Release

- 9.1 In the event that it was not possible to complete a Service, the Customer may, upon release of the relevant Goods, instruct InPost to perform the Service again, without prejudice to the obligation to reimburse the costs and to compensate any damages deriving therefrom, or request its abandonment.
- 9.2 Notwithstanding the foregoing, the Customer, following the assignment of a Service to InPost, cannot request to suspend its execution after the same has been commenced. Upon request, InPost, at its own discretion, may attempt to interrupt the execution of the Service already in progress without taking on any specific liability in this regard.
- 9.3 If unclaimed Goods remain in a Locker for more than 3 (three) calendar days, InPost will collect and store them at the HUB of one of InPost's partners, with costs for such storage to be borne by the Customer.

10 Customer's obligations and responsibilities

- 10.1 The Customer represents and warrants:

- (a) that the goods covered by the Service (including but not limited to their weight and number of items) have been properly described in the Waybill, correctly labeled and the label(s) have been properly secured in a visible position by the Customer on the outer surface so that they can be clearly seen;
- (b) that the contact details of the recipient have been written in full, accurately and legibly in the Waybill, as well as on an address label securely fixed in a visible position on the external surface so that they can be clearly seen;
- (c) that the goods covered by the Service have been prepared and packaged in a safe and accurate manner, such as to be protected against the ordinary risks of transport, or for the performance of different Services, including the relevant sorting and/or handling processes; InPost reserves the right to definitively accept the goods covered by the Service both during the pick-up phase and the collection phase;
- (d) to have declared the actual weight of the goods subject to the Service;
- (e) to have securely attached, in the cases required by law, a label relating to heavy loads in a visible position on the external surface so that it can be easily seen for any item weighing 20 kilograms or more;
- (f) that the goods covered by the Service do not fall among those subject to IATA, ICAO, IMDG or ADR restrictions and are not forbidden items;
- (g) that, if the Customer requested to charge the cost of transport to the recipient or a third party and the recipient or third party does not pay, the Customer will promptly pay InPost's invoice within the agreed upon payment terms;
- (h) that all applicable laws and regulations have been complied with;
- (i) to have put in place all reasonable precautions required by all conventions, directives and laws relating to the protection of personal data in order to ensure the protection of the same in the event of non-delivery or incorrect performance of the shipment or of the different Service;
- (j) that the value of the goods covered by the Service is not higher than that indicated in the Waybill;
- (k) the type of Service as selected has been indicated in the Waybill.

10.2 The Customer agrees to indemnify and hold InPost harmless against any liability, cost, damage or expense, including legal costs, resulting from the Customer's breach of any of these statements, warranties, obligations and insurances.

11 Liability limits and exclusions

11.1 The provisions of articles 11.2 and 11.4 below shall be automatically replaced by the conflicting mandatory applicable rules, if they provide a greater protection to the Customer.

11.2 InPost's liability for any loss, damages or delay, even if partial, or in any case deriving from the performance (or failure to perform) the Services is limited as follows:

- (a) if applicable in light of the type of Service offered, within the limits set forth by the international treaties of reference (e.g., Warsaw Convention (1929), or Warsaw Convention as amended by the Hague Protocol (1955) and/or the Montreal Protocol no. 4 (1975) or the Montreal Convention (1999), Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR) or the different applicable mandatory rules);

- (b) if applicable in light of the type of Service offered, InPost's liability for the risks of loss or damage to goods during transport is governed by article 1696 of the Civil Code (as amended by Legislative Decree dated 21.11.2005 no. 286), and therefore limited to the amount of 1.00 Euro (one/00) for each kilogram of lost or deteriorated good, unless the Parties have agreed otherwise in writing, as well as, for the part not regulated therein, by the provisions of the Civil Code on the transport contract; the limitation of liability referred to in article 1696 of the Civil Code will also apply in case of delays in delivery, and only in relation to damages that are duly proven by the Customer and that are an immediate, direct and attributable consequence of the delay;
- (c) if none of the previous points (a) and (b) are applicable, notwithstanding compliance with the limits established by the applicable mandatory rules, InPost's liability will be limited to Euro 25.00 (twenty-five/00) for each event or series of events that constitute the same harmful event or, in case of loss, theft or damage to the Goods covered by the Service, to the lowest market value or to the repair cost of the Goods or the part thereof affected by the event, with in any case a charge limited to 1.00 Euro (one/00) per kilogram up to a maximum of Euro 25.00 (twenty-five/00) for each event or series of events that constitute the same harmful event. Instead, the actual value of a good, will consist in the lower sum between the cost of repair or replacement and the market price, at the place and at the time of the request of execution of the Service.

11.3 It is expressly agreed that any refund may also be made by waybill relating to one of Inpost's Services.

11.4 Notwithstanding the provisions of article 11.1 above, InPost's liability is excluded for:

- (a) circumstances beyond InPost's control (including but not limited to): natural events such as earthquakes, cyclones, storms, flooding, fires, diseases (including epidemics, pandemics and relevant restrictive measures), fog, snow or frost; force majeure events including (but not limited to) wars, accidents, terrorist acts, strikes, embargoes, danger in airspaces, local disputes or popular uprisings; national or local disruptions in transport networks and mechanical problems in modes of transport or machinery, defects in the goods covered by the Services; third-party criminal acts such as theft, robbery and arson;
- (b) acts or omissions attributable to the Customer or third-parties (including customs, security, airlines or public officers, police forces, etc.);
- (c) goods covered by the Service consisting of items not admitted by law or by these General Terms, even if InPost has accepted the parcel;
- (d) delays in pickup, transport or delivery, regardless of the reason for such delay;
- (e) Services purchased and not used;
- (f) loss, deterioration, incorrect or non-delivery of shipments transported by the carrier, which will be solely liable for these events, without prejudice to legal limitations or those that the same will have agreed to.

11.5 InPost will bear no liability other than the one determined in these General Terms.

12 Complaints

12.1 Any complaints due to damages, losses or deterioration of the goods subject to the Services which have not been spotted upon delivery, must be notified to InPost's customer service within 8 calendar days from the date of delivery by InPost or within other deadlines, if mandatory, provided by applicable legal provisions depending on the type of transportation (e.g.: 7 calendar days from

receiving the good in case of transportation by road, within, towards or from a country which is a signatory of the Convention on the Contract for the International Carriage of Goods by Road 1956 (CMR); 21 calendar days from receiving the good in case of transportation by air, within, towards or from a country which is a signatory of the Warsaw Convention (1929) or the Montreal Convention (1999), depending on the provisions that are mandatory).

- 12.2 Following the expiration of the above terms, no other complaint may be filed against InPost.
- 12.3 After the first complaint, and within the statute of limitations provided for by the law or applicable conventions, the Customer must fully document the complaint by sending all relevant information, under penalty of forfeiture.
- 12.4 In order to be able to consider a complaint for damages, the goods covered by the Service and the original packaging must be made available to InPost for inspection.
- 12.5 Unless otherwise provided by any convention and/or applicable law, the right to file a complaint will expire unless a legal action has been formally initiated within 1 year from the date of delivery of the goods covered by the Service or from a different date on which the Customer or the third party could reasonably have noticed the loss, damage or delay.
- 12.6 No complaint will be addressed until all the storage and transportation costs and burdens have been paid.
- 12.7 No amount regarding complaints may be deducted or offset by the Customer autonomously with respect to the storage and transportation costs and burdens due to InPost.

13 Derogations, lack of release and unclaimed goods

- 13.1 In derogation from articles 1685, para. 1, 1686 and 1690 of the Civil Code, should it not be possible to proceed with the transportation by the carrier and/or to deliver the shipping, the Customer shall be informed by InPost on behalf of the carrier, as soon as possible, based on the procedures provided by the Service. The information regarding the status of the Service is also available on InPost's website (so-called track and tracing) or can be requested by calling the toll number of the customer support service.
- 13.2 If the delivery is refused or if it is impossible to reach the recipient or if the Locker does not function, InPost shall request the Customer for instructions or it shall return the goods following the payment of all charges and expenses, without prejudice to the carrier's right to apply art. 1686 of the Civil Code.
- 13.3 The Customer waives all rights over the parcel if, once the latter has remained unclaimed for over a year, nobody has given any instructions or collected the same after paying all charges and expenses and having displayed the relevant Waybill.
- 13.4 In the latter case, InPost is authorised as of now by the Customer, also in the name and on behalf of any other individual having an interest therein, to use the good, also for charity purposes, to the benefit of national and international entities, institutions, foundations, selected at its own discretion.
- 13.5 Should it be necessary, InPost may keep unclaimed goods on its premises or in third party warehouses or general warehouses.
- 13.6 Except as provided otherwise in the description of the specific Service, should the Customer ask that the good be returned or redelivered to the same, it will have to provide concrete and feasible instructions. In lack of promptly given concrete and feasible instructions, InPost shall keep the parcel without, however, taking on any responsibility for the safekeeping of the same.

- 13.7 In any case, once the term envisaged in the services explanatory annex as per the relevant sales form has elapsed (in the absence of any specification, 15 days), the same shall be returned to the sender, at the latter's risk and cost. The Customer undertakes to indemnify and hold InPost harmless against any claim, expense, fine or penalty in general and/or damages in any case deriving from the above. Furthermore, the Customer is responsible for paying all the expenses and costs pertaining to the shipping (including by way of example, customs duties and any charge or tax) and the costs borne to return the shipping to the Customer itself and/or for its storage.
- 13.8 Once a further 5 days have elapsed without receiving any instructions from the Customer, InPost may proceed with the recovery of the credits on the shipping, also by means of a request to the authorities in charge of sales or assignment of unclaimed goods pursuant to articles 2756, 2761, 2797 and 2798 of the Civil Code, without prejudice to any other right or non-recovered amount it may have.
- 13.9 The Customer further declares to take on all liabilities for failing to declare the contents and for absent or insufficient postal charges for the transportation of envelopes or parcels and it undertakes to hold InPost harmless against any consequence that may derive therefrom also vis à vis third parties.

14 Payments

- 14.1 Each Service must be prepaid upon signing and accepting the terms and conditions of the Service.
- 14.2 The Customer expressly accepts that, in case of delay in the payment of even just one invoice by over 5 days after the agreed upon term, InPost may exercise the right to suspend all types of Services.
- 14.3 The Customer may choose among several payment methods contained in the forms pertaining to the selected Service.
- 14.4 In case of delay in the payment of even just one invoice, or in the event of other conditions which could jeopardise, based on InPost's unquestionable opinion, the Customer's liquidity, suitable guarantees for the relevant payments may be requested in order to proceed with the activation/reactivation of the Service.
- 14.5 Should the Customer opt to pay following the performance of the Service, in compliance with the provisions of the sales form of the Service, InPost shall charge a fixed monthly amount as set forth in the sales form for the selected Service.
- 14.6 If provided in the relevant sales form, InPost may request surcharges for specific Services.
- 14.7 Payment delays shall entail, at InPost's discretion, the application of interest calculated pursuant to Legislative Decree no. 231/2002 as subsequently amended and supplemented, as well as the application of any other measure provided by the above-mentioned legislation in terms of payment delays in commercial transactions.
- 14.8 The Customer expressly declares to be the debtor also pursuant to articles 2944 of the Civil Code and 642, para. 2 of the Code of Civil Procedure for the amounts owed for the Services rendered by InPost.
- 14.9 The latter is, in any case, without prejudice to the right to proceed with the recovery of the credits within the terms and according to the procedures envisaged by the law as applicable from time to time, notwithstanding the right to compensation for any further damages deriving from the non-fulfilment.

15 Customs

- 15.1 The Parties mutually acknowledge that, should the goods delivered to InPost be sent abroad, the sender may be subject to import duties and taxes, payable once the parcel reaches the specified destination. Any additional costs for customs clearance shall be borne exclusively by the Customer. InPost has no control over such costs and cannot predict their amount. Customs policies differ considerably among

countries and, therefore, the Customer should contact the local customs office for additional information. The Parties further mutually acknowledge that they are aware that cross border deliveries can be opened and inspected by customs authorities.

16 Insurance and limits to recourse claims

- 16.1 With respect to goods stored in a Locker to be delivered on national territory, without prejudice to InPost's exclusion of liabilities as per these General Terms and/or any other documents approved by the Parties, the Customer is entitled to expressly request the execution, in its favour and at its own expense, of a separate insurance policy to cover any damages deriving from transportation, in excess of the limitations provided by the law and by these General Terms. In the latter case, the Customer shall provide all the information necessary for the shipping's insurance coverage, notwithstanding the limitations provided by the sales form and additional forms concerning the selected Service. The Customer undertakes to use the dedicated forms (e.g., specific Waybill for storage with insured shipping), if any. Failure to comply with the above requests, shall entail InPost's exemption from liabilities concerning insurance coverage. Such policy shall be governed by the contractual conditions of the relevant insurance company.
- 16.2 In order to determine the extent of the damage, in any case within the envisaged limitations, with respect to on-line purchases, in addition to the documentation regarding the good's origin, as a rule, also a copy of the transaction among the parties (order, wire transfer, credit card, etc.) is required, and in any case, the provisions agreed upon with or envisaged by the insurance company will apply. A shipping not concerning a purchase (transfer of goods among private citizens), may be insured only if equipped with suitable fiscal documentation capable of determining its value (original invoice, valid receipt, etc.) and the value that may be insured shall consist in the value of the good at the time of shipping. Any damages consist in the difference between the value of the good as defined above and that of the good based on its condition following the claim. In case of damage to or loss of any repairable component of the good, the compensation shall only cover the value of the damaged or lost part, even if the latter's value has not been assessed separately. In the latter case, only the costs for the repairs or replacement of such component shall be covered, with the exclusion of any depreciation of the good it is part of.
- 16.3 Instead, if the Customer insured the storage and shipping directly with an insurance company of its trust, the same is required to expressly envisage the clause by which the Insurance Company waives any right of recourse vis à vis InPost. It remains understood that if the Company's insurance company were in any case to file a claim for recourse or any other reason against InPost, the Customer shall indemnify and hold InPost harmless against any amount it may be required to pay as a result of such claims. A recourse claim can under no circumstance exceed the limits under these General Terms. It remains understood that, in lack of insurance coverage, all damages shall be borne directly by the Customer itself, in light of the above exemption of liability for InPost. With respect to a shipping outside the country of origin, the above shall apply.

17 Delivery deadlines and Services with guaranteed hours

- 17.1 As a rule, the carriers which collaborate with InPost provide timely deliveries on the basis of predefined plans which, in most cases, allow for the performance of the requested services within the envisaged business days. A mandatory deadline for delivery has, in any case, not been set vis à vis the Customer or any other individual who may have an interest in the shipping.
- 17.2 With respect to the Services offered in general, the carriers which normally collaborate with InPost do not take on the obligation of any mandatory delivery within the terms and times as indicated, except where this has been expressly agreed upon by means of a separate document signed by an individual vested with the necessary powers. Any other indication agreed upon in any other manner or mentioned in relation to the delivery timeframe/modes (e.g., "urgent", "within...", "within ... a.m./p.m.") on the Waybill or another suitable document, shall have no binding legal effects, even if accepted and

countersigned by individuals entrusted by InPost lacking the power to amend the contractual conditions and/or modes and deadlines for delivery.

- 17.3 Therefore, the Customer shall take on all risks and subsequent liabilities in case it assigns a shipping containing documents to be delivered to the recipient within mandatory deadlines and times.

18 Assignment prohibition and right of withdrawal

- 18.1 The Customer is prohibited from assigning or transferring, in any manner, the contractual relationship with InPost without the latter's prior written consent. The Services so acquired cannot be assigned further, not even individually.

- 18.2 The Parties may withdraw at any time from this agreement, by giving 30 days of advance notice by means of written communication. No amounts shall be due to the other Party as compensation for the withdrawal, except for the payment of the Services rendered by InPost up to the date the withdrawal becomes effective.

19 Reference to Charter of Services, applicable law and competent court

- 19.1 In case of conflict between the provisions of these General Terms and those of InPost's Charter of Services (available on InPost's website), the latter shall prevail.
- 19.2 The agreement is subject to Italian law, except with respect to rules on conflicts,
- 19.3 Any dispute shall be settled exclusively by the Court of Milan, except in case of other mandatory competent courts envisaged by the legislation applicable from time to time.