

**BOLOGNA:**  
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40010 Bentivoglio – (BO)  
**CARINARO:**  
Zona ASI – “Vega 13”  
81032 Carinara (CE)  
**POMEZIA:**  
Via dei Castelli Romani, 102  
00071 Pomezia (RM)



Stante S.r.l. - Sede Legale: Via del Rione Sirignano, 7  
80121 Napoli

Rev. 1.0 – 15/04/2023

## GENERAL TERMS RELATING TO THE STORAGE CONTRACT

These General Conditions define and govern the mutual obligations of the parties in carrying out the activities of storage and/or logistics and/or for carrying out one or more ancillary operations commissioned by the Customer to STANTE S.R.L., a logistics company with registered office in Naples (NA) at Via del Rione Sirignano 7, 80121,- VAT no. 03164340634, email address [stante\\_srl@pec.stante.it](mailto:stante_srl@pec.stante.it), share capital €500,000.

### 1 - PREAMBLES

The Customer fully accepts all the effects of these general conditions and any further document and/or attachment to which they refer, including the commercial offer transmitted to the Customer by any means and accepted by them either tacitly and by conclusive facts. The Customer confirms having read and approved these conditions, which were known and made known to them in advance. In case of missed formal acceptance of the offer, it is considered fully accepted by the Customer at the time of the request of storage the goods, with full application of these General Conditions as well as any further possible regulation included in other contractual documents including offers. Unless otherwise indicated, all quotes and commercial offers remain valid for 30 days from the date they are sent to the Customer. Any integrative and/or modifying pact of these conditions, if not expressly approved in writing by a duly empowered subject, will be considered as not made. Stante S.r.l. may discretionally make changes to these General Conditions by making them public in the forms provided by law.

### 2 - DEFINITIONS

In these General Conditions, the following terms have the meanings specified: a) Stante: the subject entrusted to carry out the storage and/or logistics activity and/or to carry out one or more ancillary operations; b) Customer: the subject that gives the mandate to organize and carry out the storage and/or logistics activity and/or to carry out one or more ancillary operations.

### 3 - SCOPE OF APPLICATION

The Customer expressly accepts that these General Conditions have full and unconditional application to all contractual relationships with Stante S.r.l., as well as to all actions and claims.

In case of conflicting or otherwise incompatible oral or written instructions with these General Conditions, not expressly derogated and approved by Stante S.r.l. in writing, such instructions will be deemed not conferred and in any case as never approved by Stante S.r.l.



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#### 4 - PRINCIPLE OF CONSERVATION

The eventual invalidity or inapplicability of one or more provisions provided in these general conditions does not produce effects on the validity of the other provisions.

#### 5 - GOODS NOT ACCEPTED FOR STORAGE

STANTE S.R.L. does not accept the carrying out of storage and/or logistics activities related to:

- cash money
- credit securities
- gold or precious metals
- antiques
- stamped values
- stamps including collectible ones
- weapons
- liquors unless within the limits indicated and in compliance with the conditions provided below
- plants
- drugs
- works of art
- precious stones
- furs
- precious watches
- explosives

Also excluded are:

live or dead animals, coal, diamonds, tobaccos, goods whose transport is prohibited by any law, regulation, or statute *pro tempore* in force at the federal, state, or local level of any country from or through which the shipment must be transported, and any other good that STANTE S.R.L. might reasonably not be able to store. Only non-perishable food products are accepted, duly packaged, and packed in a way to isolate their content from the rest of the shipments and to withstand bumps and shocks. The food products mentioned above do not need to be subject to health authorizations nor fall among those indicated in article 44 of D.P.R. 327/1980 and s.m.i.



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The Customer guarantees and therefore declares:

- that they have taken note of the goods or items that Stante S.r.l. has declared unacceptable for storage and that they have not been included among those entrusted to Stante S.r.l. itself;
- that the nature of the goods, the number, the quantity, the quality, the content of the packages, the gross weight (including the weight of packaging and pallets and their bulk), the dimensions, and every other indication provided are truthful and correct;
- that the packaging and labeling used in relation to the goods contained and the storage method are deemed suitable.

The Customer expressly declares to indemnify and hold Stante S.r.l. harmless from any damage, claim, or expense of any nature that may arise from the violation of the guarantees indicated above, as well as from the lack of, insufficiency, or inadequacy of the packaging or from the failure to report on the goods and packages of the precautions necessary for their handling and lifting.

## **6 - EXCLUSION OF TACIT RENEWAL FOR THE PRACTICED FEES**

Except for explicit agreement to be given in writing, the fees for the services are not subject to tacit renewal. Upon the expiration of the term indicated in the accepted offers, Stante reserves the right to apply, except in the case of explicit renewal or novation of the offer, the general tariffs in force at the time of the service performance.

## **7 - PAYMENT CONDITIONS**

Unless different agreements are made in writing, the invoices issued to the Customer have a due date of 30 days from the date of the invoice, or those specifically indicated in the invoice itself. The payment of must be made in a single solution at the invoice due date. In the event of complaints or disputes under art. 1462 c.c., the Customer is nevertheless required to pay the full amount of the invoices at the agreed deadlines. No amount related to complaints can be deducted or offset by the Customer independently with respect to the costs and charges due to STANTE S.R.L. Stante S.r.l. has the right to offset credits accrued by the Customer against them for any reason with the sums owed by the Customer as consideration for the services performed.

## **8 - ACKNOWLEDGMENT OF DEBT AND INTERESTS**

The acceptance of the proposal formulated by Stante Srl for the requested services constitutes express acknowledgment of the debt regarding the sums owed as consideration for the execution of the



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contract. Delays in payments will lead, at the discretion of STANTE S.R.L., to the application of default interest as provided by the current codicistic legislation.

## **9 - RIGHT OF WITHDRAWAL**

STANTE S.R.L. may withdraw at any time from this storage contract in cases where it realizes that the goods:

- are not complete with the required labeling, packaging, and documents provided by laws, regulations, administrative provisions, and conventions also international pro tempore in force;
- have characteristics or packaging that do not allow ordinary fulfillment of the assignment;
- may cause harm to people, animals, or things; d) are subject to rapid deterioration or decomposition.

In such cases, STANTE S.R.L. reserves the right to return the goods to the Customer and, in the event of imminent danger or decay, reserves the right to proceed with their destruction. STANTE S.R.L. also reserves the right, after prior written communication to the Customer, to store the goods stowed in non-conforming packaging, disclaiming any possible charge for damage to the goods. The Customer will be responsible for the harmful consequences and expenses that may arise in any capacity.

## **10 - EXECUTION OF THE ASSIGNMENT**

The execution of the storage contract must be confirmed in writing via email by the Customer prior to the delivery of the goods. STANTE S.R.L. undertakes to keep the goods in good condition and not to use them for its own purposes without the consent of the Customer. The quotes from STANTE S.R.L. and the agreements relating to prices and conditions refer only and always to specified performances and do not include, unless otherwise agreed, additional costs resulting from operations carried out outside normal working hours. Requests for accessory services or the indication of mandatory terms and conditions will only bind STANTE S.R.L. if expressly accepted in writing.

## **11 – PLEDGE ON GOODS**

A pledge is established on the stored goods in favor of STANTE S.R.L. (art. 2784 c.c.) for the credits deriving from the contract itself, from customs duties, from advances and/or from other charges of any nature connected with the execution of the assignment. STANTE S.R.L. has the right to retain the goods until credits and charges have been fully satisfied and/or reimbursed.



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## **12 - OBLIGATIONS OF THE CUSTOMER**

The Customer, under their own responsibility, declares to have full legitimate ownership and availability of the goods or to be an authorized agent of someone who has the ownership and availability. They also take responsibility for the conformity of the goods to what has been declared. At the time of assignment, the Customer undertakes to provide for each batch of goods:

- a) sales invoice, packing list, container loading list where applicable.
- b) all the necessary instructions and indications for the correct execution of the assignment;

## **13 - CUSTOMS FORMALITIES**

The Customer undertakes to provide any declaration or certification useful to allow the carrying out of customs operations. The Customer also undertakes, at their own care and expense, to provide all the supplementary documentation requested by the competent authorities to complete the operations. The Customer undertakes to indemnify and hold STANTE S.R.L. harmless from any claim and from any expense that may arise from the lack or inaccuracy of documentation from information provided, as well as to pay any criminal penalty or other amount charged for the execution of the services in question. The Customer authorizes Stante Srl to manage all data concerning the goods, possibly also those data that may have a sensitive nature, to allow STANTE S.R.L. to carry out all the necessary administrative and/or operational practices electronically in order to ensure the best management of the same goods. The payment regime for any customs duties is anticipated against the presentation of the draft customs declaration to be flowed. Any additional cost resulting from non-compliance will remain exclusively with the Customer.

## **14 - PACKAGING OF THE GOODS**

The Customer must take care at their own expense of the packaging of the goods to ensure regular and correct execution of loading, unloading, and handling operations, as well as to prevent loss or damage to the goods contained in them, damage to people, animals, or things. Damages possibly deriving from unsuitable packaging will be borne by the Customer.

## **15 - MEASURES AND INSPECTIONS**

The Customer expressly accepts the right of STANTE S.R.L. to weigh and measure the goods subject to storage again at any time, as well as the right to invoice the increase in amount resulting from surpluses found. The Customer consents that STANTE S.R.L., through its own employees or third



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parties, has the right to verify and inspect without any limitation the goods entrusted, exonerating it at the same time from any liability in this regard.

## **16 - LIABILITY OF STANTE S.R.L. AND ACTUAL VALUE OF THE GOODS**

In the event of shortages or damages, the actual value of the goods is determined by the lesser amount between the cost for repair existing in the place and at the time of the request for redelivery of the goods or for replacement at the invoice value of the goods. Liability for consequential, indirect damages or lost profits is expressly excluded. STANTE S.R.L. is not obliged to act to obtain insurance compensation, interrupt prescription terms, take care of the activity of expertise, unless commissioned in this sense by the Customer against a fee to be agreed ad hoc.

## **17 - NON-ASSUMED LIABILITIES**

STANTE S.R.L. will also not be responsible for damages or shortages due to:

force majeure, fortuitous case, or any other cause reasonably not attributable to the same STANTE S.R.L. Damages caused by riots, acts of terrorism, natural calamities are presumed to derive from fortuitous case or force majeure, by way of example but not exhaustively:

- loading, unloading, handling of the goods carried out by the Customer or by their agents;
- characteristics of some goods which by their nature are subject to total/partial loss or damage or due to further events that occurred.
- characteristics of some goods entrusted for custody with inaccurate information or in violation of prescribed safety standards;
- non-compliance with measures by the Authorities
- nature of the goods and/or of each object and/or of the packaging defects, vices, characteristics related;

## **18 - COMPLAINTS**

No complaint will be refunded before all the costs and charges of storage have been paid. No amount related to complaints can be deducted or offset by the Customer independently with respect to the charges due to STANTE S.R.L. For the purposes of quantifying the damage, the Customer must exhibit suitable fiscal documentation proving the value of the goods or the value of repair. STANTE S.R.L. assumes no responsibility for the hypothesis of damage to the goods or to third parties arising from erroneous, partial, or otherwise non-corresponding indications to the state of the facts and places, even if not detected at the time of acceptance of the goods by its own agents.



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## **19 - DAMAGE MANAGEMENT**

In the event of damage to goods subject to a contract of storage and logistics, the Customer must:

- a) provide STANTE S.R.L. with detailed photos of the damaged goods and their packaging
- b) keep the goods available to the Insurance Company for further developments
- c) provide STANTE S.R.L. and/or the Insurance Company with any useful document and comply with any other request for the determination of the damage within the limits provided.

If the Customer arranges dedicated insurance over the goods directly with a Company of their own trust, the same is required to inform Stante Srl of such concomitant insurance coverage by providing the relevant documentation.

## **20 - INTELLECTUAL PROPERTY RIGHTS**

The trademarks, logos, domain names, as well as in general any distinctive sign used to distinguish STANTE S.R.L. and its related services are protected by the current applicable regulations. Therefore, their reproduction in any form is prohibited without express written authorization.

## **21 – PRIVACY**

Stante S.r.l. commits to carry out the processing of personal data in full and unconditional respect of Legislative Decree no. 196/2003. STANTE S.R.L. and the Customer mutually undertake to maintain the utmost confidentiality – even after the termination of the collaboration relationship – regarding all data and information they may become aware of during the fulfillment of the contract.

## **22 - APPLICABLE LAW - COMPETENT FORUM**

The contract is governed by Italian law. Any dispute will be exclusively competent by the Court of Naples.

Pursuant to and for the purposes of articles 1341 c.2 and 1342 c.2 c.c., the Customer specifically acknowledges the validity of the following clauses: Article 1 - Preambles Article 5 - Goods not accepted for storage Article 9 – Right of withdrawal Article 11 – Pledge Article 16 – Liability of Stante S.r.l. and actual value of the goods Article 17 – non-assumed liabilities article 22 – Applicable law and competent forum

