GENERAL FORWARDING CONDITIONS

MYON ITALY | Business-to-business forwarding services

1. Application and scope

These General Forwarding Conditions apply to freight forwarding and related services supplied by the Italian-registered Myon contracting entity to business customers, insofar as they have been made part of the contract between the parties.

Under Articles 1737 and following of the Italian Civil Code, freight forwarding generally concerns the undertaking to conclude contracts of carriage in the name of the forwarder and on behalf of the customer and to perform ancillary operations. A separate undertaking to perform transport as carrier is subject to the rules applicable to that role.

Mandatory provisions of Italian law and applicable international transport conventions prevail over any conflicting term in these Conditions.

2. Quotations, bookings and instructions

Quotations are based on the information and assumptions stated in the quotation. A booking becomes binding when accepted by Myon, subject to available capacity and any applicable carrier acceptance.

The customer shall provide accurate and timely shipment instructions, including shipper and consignee details, origin and destination, commodity description, number of packages, weights, dimensions, values when relevant, documents and any special handling requirements.

Changes to instructions after acceptance may result in revised charges, routing or delivery arrangements. Myon shall inform the customer of material changes where reasonably practicable.

3. Rates and operational conditions

- All rates are in EURO and are valid from airport to airport, unless mentioned otherwise.
- Rates are applicable on actual weight or volume weight, whichever is higher.
- Volume ratio = 1:6, 1 m^3 =167 kg.
- Rates are applicable on general cargo only, not on perishables, valuables, dangerous goods or livestock, unless mentioned otherwise.
- Services and rates are subject to aircraft load ability, aircraft and schedule changes.
- Rates are valid until further notice but may change without prior notification.

4. Goods, packing and regulatory compliance

The customer is responsible for ensuring that goods are correctly described, packed, marked and labelled, and accompanied by all documents required for the agreed service and applicable law, unless Myon has expressly undertaken a specific task in writing.

Dangerous goods, temperature-controlled cargo, valuables, live animals and other cargo requiring special treatment must be declared in advance and are accepted only following Myon’s express confirmation.

The customer remains responsible for the accuracy of information and documents supplied to Myon, including information used for customs or security purposes.

5. Carriers, agents and performance

In carrying out its forwarding mandate, Myon may engage carriers, handling agents, warehouses and other service providers as reasonably necessary for the agreed services.

Routes, schedules, equipment and transit times may be affected by operational circumstances beyond Myon's control. Estimated transit or delivery dates are not guaranteed unless expressly agreed in writing.

Where Myon itself assumes the obligations of a carrier, or a mandatory transport regime applies, the corresponding legal rules govern that carriage.

6. Customs and ancillary services

Customs clearance, transit formalities, inspections, storage and other ancillary services are included only where expressly stated in the quotation or booking confirmation.

The customer shall supply all required customs, tax, licensing and compliance information in due time. Duties, taxes, official fees, inspections and charges imposed by authorities or third parties are payable according to the agreed quotation and applicable law.

7. Cargo insurance

Cargo insurance is not automatically included in freight forwarding services. Myon will arrange insurance only following the customer's express request and Myon's written confirmation of the requested cover.

Any insurance arranged is subject to the terms, exclusions, excesses and limits of the insurer's policy.

8. Charges and payment

Unless the quotation expressly states otherwise, charges for additional services, waiting time, storage, inspections, reweighing, redelivery, handling or other events outside the original scope may be invoiced separately where properly incurred and legally chargeable.

Payment terms are 14 days from the date of invoice where contractually agreed. Applicable statutory rights concerning late payment, including those under Italian Legislative Decree No. 231/2002, are reserved.

Any disagreement about part of an invoice should be communicated promptly with reasons and supporting information.

9. Loss, damage, delay and claims

Claims must be notified with sufficient detail and supporting documents as soon as reasonably practicable. Any mandatory notice periods, limitation periods and proof requirements under applicable law or conventions remain unaffected.

Liability for forwarding activities is determined by the applicable Italian Civil Code provisions and the contract. When a mandatory international transport convention governs a particular carriage, that convention applies within its scope.

Nothing in these Conditions excludes or limits liability where exclusion or limitation is prohibited by mandatory law.

10. Applicable law and contractual approval

These Conditions are governed by Italian law, without prejudice to mandatory rules or applicable international conventions.

Any standard clause that requires specific written approval under Articles 1341 or 1342 of the Italian Civil Code will apply only if the relevant statutory requirements have been satisfied.

Where a term of these Conditions is ineffective under mandatory law, the remaining provisions remain in effect to the extent permitted by law.