< YOUR LETTERHEAD >

Messrs.
International Transport Solution s.r.l.
Interporto Campano - Lotto C - Mod. A2
Boscofangone - 80035 Nola (NA)
Pec: INTERNATIONALTRANSPORTSOLUTIONSRL@pec.it
Tel: +39.0815536140
Fax: +39.0816332373

Ref.: MGITS_____

Letter of appointment, in accordance with art. 1704 and following articles of Italian Civil Code, granting a General Mandate, with and without representation, concerning:

1. **customs clearance for import and export of goods;**
2. **stipulation of national and international transport contracts;**
3. **ancillary activities, as referred to in art. 1 and 2.**

Art. 1. – Purpose of the General Mandate

1.1 The undersigned ***[NAME OF SIGNING PARTY]*,** in his capacity as legal representative of ***[YOUR COMPANY'S NAME]***, VAT ID No. ***[YOUR COMPANY'S VAT ID NO.]*** with registered office in ***[TYPE IN THE EXACT ADDRESS OF YOUR COMPANY'S REGISTERED OFFICE]*** (shortly the "Company") grants **International Transport Solution s.r.l.:**

(a) general mandate, without exclusivity, in accordance with art. 11 of Reg. EU No. 952/2013 and subsequent amendments and supplements (Union Customs Code), concerning the performance of import and export customs operations as well as of any activities related thereto, including the endorsement of bill(s) of lading and health, veterinary, phytosanitary formalities, etc., in respect of any good that the undersigned company will take steps to import and export in compliance with the procedures set out in the following article;

(b) general mandate, without exclusivity, concerning the stipulation of land, sea, air transport contracts at national and international level, as well as any activities related thereto, including the making of reservations and sending of communications/instructions to carriers, with reference to the specific requests that the undersigned company will send **International Transport Solution s.r.l.** in any form, including certified e-mail, fax and telephone;

(c) this mandate, except for what is not provided by this document, is subject to art. 1704 and subsequent articles of Italian Civil Code. It regulates the future relationships between the Parties, concerning the stipulation and performance on behalf and for account of the Company of the operations mentioned above, including customs related operations and relevant ancillary activities, carried out with direct representation for purposes and effects set out by art.19 of Reg. EU N° 952/2013 of the European Parliament and of the Council of 9 October 2013;

(d) the ancillary activities mentioned into paragraph above include all those necessary to perform the mandate, including customs inspections and drafting of statements, signing of documents and reports, fulfilment of formalities necessary for introduction of goods into VAT warehouse, if required or appropriate, being granted to such aim any power necessary to perform said operation;

(e) the faculty to lodge customs assessment review is part of this mandate but the Company must be previously noticed and reserves the right to exclude such faculty from mandate case by case;

(f) the faculty to challenge tax assessments is not part of this mandate and it can be granted, if required by the Company, by means of specific assignment only;

(g) this mandate is granted pursuant to and for the purposes of art. 1704 and subsequent articles of Italian Civil Code and therefore includes the powers of representation. Such powers are granted with faculty to use them at discretional choice of International Transport Solution s.r.l., which will be therefore free to act, for the performance of this mandate, either on behalf and for account of the Company either in own name and for account of Company, as opted by International Transport Solution s.r.l. at own discretion and evaluation; such powers are granted for the stipulation either of carriage contracts either of autonomous container lease contracts, if the use of container is agreed with the undersigned Company. The undersigned Company also confers the faculty to act under direct and indirect

representation before customs authorities, depending on the exclusive evaluation of International Transport Solution s.r.l.

Art. 2 – Procedures for submitting applications for import/export operations. Info and documents

2.1 This mandate shall govern any application for customs clearance of import and/or export goods submitted by the undersigned company by sending – either by fax, e-mail, or hand delivery – the **Documents Accompanying Sheet (Annexe 1)**, and the documents annexed thereto.

2.2 This mandate shall govern any application for booking and customs clearance of import and export of goods submitted by the undersigned company, to be sent by fax, e-mail, or hand delivery, of the related documents.

2.3 The Company undertakes to provide International Transport Solution s.r.l. with all info and documents necessary to fulfill the mandate and grants International Transport Solution s.r.l. the power of representation before Customs, Health, Maritime Authorities and other Public Authority involved within the scope of activities necessary for clearance of goods, including but not limited to Technical Territorial Offices - Ministry of Defence, Ministry of Economic Development, Chambers of Commerce, for purpose of fulfilment of mandate. International Transport Solution s.r.l. is committed to notice the Company in writing within 48 hours from knowledge any remark, report, claim and any other communication notified for account of Company, even if orally, by Customs Offices or other Authority, within the scope of the mandate set out in the previous art.1.

2.4 International Transport Solution s.r.l. is authorized to make and receive payments, release receipt of payment, make at own expenses, but trough previous agreement with the Company, any possible a posteriori amendments to customs declarations eventually wrong, all the foregoing done on behalf and for account of the Company. The Company declares that the price stated into the invoice shall coincide to that of transaction pursuant to art.70 of Reg. UE N° 952/2013 of the European Parliament and of the Council of 9 October 2013.

2.5 In order to perform the mandate and stipulate the transport contracts, the Company is obliged, according to the specific operation subject of the mandate, to provide International Transport Solution s.r.l. - in writing and with adequate advance notice - with the following data: a) places of loading and discharging; b) time of authorized and scheduled access to the places of loading and discharging (hour - minute) as well as c) expected total duration of performance either of loading operation (hour - minute) either of discharging operation (hour - minute).

Art.3 - Duration and Withdrawal

3.1 This mandate is open-ended, being however understood that each Party shall be entitled to withdraw by sending at least a 30 days written notice by Certified E-mail or registered letter and that, in case of exercise of right of withdrawal, no other obligation will be carried out by Parties, except the performance of that one already agreed or eventually ongoing when the notice of withdrawal is delivered.

3.2 This mandate cancels and replaces any possible mandate previously conferred.

Art. 4 – Replacement right

4.1 International Transport Solution s.r.l. is hereby granted the right to have itself replaced by other parties, granting the latter the same powers as specified in this mandate. In particular, the Company declares to be aware and to expressly agree that International Transport Solution s.r.l. be entitled to appoint a customs broker of its choice regularly enrolled in the Register of the professional association for the matters reserved to the latter by the Law, all the foregoing for the purpose of ensuring the accomplishment of the tasks that will be assigned by virtue of this general mandate.

4.2 International Transport Solution s.r.l. is therefore granted full powers and faculties to be backed up, assisted or substituted in the performance of activities set out in art.1, via direct representation as well if any, by trusted customs agents, including those ones external to own staff, as long as regularly enrolled in the Register of the professional association. In case of appointment of customs agents external to own staff pursuant to previous paragraph, International Transport Solution s.r.l. will notice in advance and in writing their full name to the Company,

Art. 5 – Coverage of costs

5.1 The undersigned company declares to assume full responsibility in respect of all costs arising from the activities mentioned above, even in the event that the goods should not be allowed for import or export, but rather rejected from the beginning, processed or destroyed, including the costs related to demurrage, detention, storage, rental of *containers* used for transport, if applicable. To this end, the undersigned company shall pay to **International Transport Solution s.r.l.**, upon simple written request of the latter in any form, the amounts needed to pay all customs fees, duties, VAT, as well as any ancillary costs arising from this mandate, including but not limited to any sanctions, stops, demurrages, detentions, storages. For the same purposes, the undersigned company undertakes to hold harmless International Transport Solution s.r.l. and/or the substitutes appointed by the latter from any liability in relation to the conduct of its activity and to refund it any sum paid with regard to the execution of this mandate.

Art. 6– Payment of fees

The undersigned company shall pay **International Transport Solution s.r.l.** according to the agreement.

Art. 7– Applicable law and arbitration clause

7.1 Any other matters not specifically provided for in this contract shall be governed by Italian Law.
7.2 Any dispute arising out or in connection with this agreement (including a dispute regarding the existence, validity or termination of this agreement) shall be referred to arbitration in Milan – Italy, in accordance with Italian law. The arbitration shall be conducted in accordance with the Arbitration Rules of the Milan Chamber of Arbitration (the "Rules") current at the time when the arbitration proceedings are commenced. The reference shall be to one arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause.
[AFFIX YOUR COMPANY'S STAMP]

[SIGNATURE OF THE LEGAL REPRESENTATIVE]

Pursuant to and for the purposes of articles 1341 and ff. of the Civil Code, the party here to declares to expressly accept the provisions of art.7.2.

Date ***[TYPE IN TODAY'S DATE]***

[AFFIX YOUR COMPANY'S STAMP]

[SIGNATURE OF THE LEGAL REPRESENTATIVE]