

## NON-EXCLUSIVE COOPERATION AGREEMENT

This agreement is made and entered into on this 1st day of \_\_\_/\_\_\_ (month/Year), by and between

DELTA NOVEL SRL  
VIA MAGAZZINI ANTERIORI. 51 48122 RAVENNA ITALY  
R.E.A. RA 153743 REGISTRO IMPRESE RA E CODICE  
FISCALE: 01393060387 P.IVA IT 01418420392  
C.S.: EURO 99.500,00 I.V.  
Phone: +39 0544.593211  
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**And**

Partner's legal name and address:

hereafter referred to as “**The Partner.**”

Both parties, referred to in the Agreement as “the parties” or “correspondents,” establish a correspondents’ relationship which will be governed by the following

## **Clauses**

### **1. The subject matter of the Agreement**

Within the geographical area determined by the following clause, the parties, in their capacity as correspondents, will mutually and habitually deal with those services linked to the activity of a Freight Forwarder carried out by the other party referred to herein, under the terms and conditions established in the same, in order to promote the prosperous development and appropriate expansion of their respective activity as Freight Forwarder’s.

Apart from the provisions of this Agreement and unless otherwise agreed, no relationships between the parties will be created apart from that of separate and independent Freight Forwarder, and none of them will be authorized to represent, act, or assume obligations for or on behalf of the other party except where one of them has been expressly and specifically authorized in writing by the other party. None of the parties will have a general authority or agency to act on account of the other party, and none of the parties will represent or hold out to third parties that he holds a general authority or agency.

## 2. Geographical area

The target area of the parties is as follows:

DN

will act in

Country (ies):

as a correspondent for **The Partner**;

### **The Partner**

will act in

Country (ies):

as correspondent for

DN

## 3. Material scope

Collaboration in the areas mentioned above will include air and sea traffic volume between DN and **The Partner**, and it will extend to all the technical procedures and conditions connected with the same.

## 4. OBLIGATIONS

### 4.1 Operating Procedures

4.1.1 The origin party shall provide timely **Pre-Alert** and all necessary documents to the destination party for follow up.

4.1.1 The destination party shall be responsible for cargo handling services and other local handlings for customs clearance, delivery, and communication with the consignee.

4.1.3 The destination party shall send timely **Proof Of Delivery** to origin party latest on the following day after delivery of shipments.

### 4.2 Communication

4.2.1 Both parties agree to reply to all communications from the other party on the same day of receipt or at least to send an acknowledgment to the sending party.

4.2.2 Each party agrees to bear the cost of communications.

### 4.3 Return of goods

#### 4.3.1 Notice

**When for whatever reason the recipient rejects the goods, due to delay or damage or because the goods do not match the order, etc., the correspondent at the place of destination must immediately notify the correspondent at the place of origin, through e-mail and he must keep the goods on deposit until he receives new instructions.**

#### 4.3.2 Expenses incurred

All expenses that stem from the preceding situation, as well as the processing, dispatch, storage, different delivery, and return, will be for the account of the correspondent at the place of origin unless something different is specifically agreed upon. Said expenses would not be billed until the new instructions have been received.

#### 4.3.3. Non-acceptance of costs by the recipient of the goods

If the recipient of the goods, on his own behalf or through a person authorized to act on his behalf, should dispute any expenses relating to transportation or should state that he cannot or does not wish to pay for any charge accrued at the place of origin, the correspondent at the place of destination will immediately notify the correspondent at the place of origin. The correspondent at the place of origin must issue to the correspondent at the place of destination, without delay, the appropriate instructions and information. In no event must the goods/consignment be made available to the recipient or to the person authorized to act on his behalf before instructions in writing are received from the correspondent at the place of origin.

### **5 Expenses and Costing**

5.1 Each party shall bear its daily overhead and operating expenses incurred.

5.2 Both party shall exchange airlines/ocean liner's buying freights, market information, and ideas to construct the selling rates.

### **6. Insurance**

6.1 For the full term of the Agreement each party will arrange and keep in force an insurance policy that covers the liabilities arising from the same, with a minimum annual insured sum of € 1.000.000 or 300.000 per claim.

6.2 In the event that one of the parties may have already contracted an insurance policy that covers the minimum amounts outlined in the previous paragraph the liabilities that may have arisen from the Agreement must be kept in force for the full duration of the same.

6.3 Each party may demand of the other party the delivery of a copy of the insurance policy conditions to which the previous paragraphs refer and the latter will be obliged to forward it to the former.

6.4 Both parties covenant to subcontract the transportation services to financially sound carriers or failing that, to have arranged appropriate insurance that covers their civil and professional liability.

## **7. Payment**

7.1 Payment term is the end of the month plus **30 days** from date of account statement. Payment for account payable shall be **made once a month either by telex transfer or money order for all the retrospective shipments of the past month.**

7.2 Offsetting is not allowed unless expressly agreed in writing by both parties.

7.3 Any **disagreement in charges or profit-sharing** has to be explicitly reported to the counterpart during reconciliation of account statement or **latest on 60 days from date of invoice/credit note.**

7.4 Either party agrees to send a bank remittance receipt or T/T copy to the other party by email or fax upon completion of remittance.

7.5 The related bank charges for remittance is to be responsible for the sending party. Vice versa, the bank charges involved in receiving the remittance is to be settled by the receiving party.

7.6 It is agreed that **neither party is allowed to deduct any amount from the freight invoices** without written communication and final consent of the party concerned.

## **8. Confidentiality**

8.1 For the term of this Agreement and following the same, the parties agree not to disclose to third parties any financial, commercial, or technical information or any other information about the other party of which they have become aware by virtue of the correspondence herein.

8.2 In principle, all information relating to this Agreement will be deemed to be confidential, except for such specified information as the parties may expressly exclude from confidentiality.

## **9. Duration of the Agreement.**

This agreement shall be automatically renewed on an annual basis providing there is no objection in writing from either party.

## **10. Termination**

10.1 This Agreement can be terminated by either party by serving **one month written notice**. In the event of such termination, each party shall fulfill to the other its obligation under the Agreement until the termination is completed.

10.2 After the termination, each party shall pay commissions and outstanding payment as outlined in point mentioned above 7, regardless of reasons for the termination. A list of such outstanding shall be prepared/reconciled and settled by both parties immediately.

## **11. Arbitration and jurisdiction**

11.1 Both parties agree that any or all disputes arising from or in connection with this agreement or transaction conducted under this agreement, shall in principle be settled amicably through consultation with the other party.

11.2 In case consultation does not bring a solution, and legal proceedings are inevitable, binding arbitration will resolve them. The arbitration shall be conducted by a professional arbitrator whose identity shall agree between the Parties.

In the event, the Parties do not agree on the appointment of the arbitrator, such arbitrator will be appointed by the Ravenna Chamber of Commerce.

The Arbitration shall be held in Ravenna, Italy and shall be governed by the Italian law. Any award issued as a result of such arbitration shall be final and binding upon the Parties as from the date it is made and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought.

The costs of the arbitration shall be borne as determined in the award.

In witness whereof, the parties hereby have caused this Agreement to be executed as of the date shown above.

Delta Novel Srl.

For and on behalf of

For itself and on behalf of its affiliates

\_\_\_\_\_

\_\_\_\_\_

Mr./Mrs: \_\_\_\_\_

Mr./Mrs: \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_