

**General conditions of contract  
which apply to all the haulage services  
by Alpe Adria S.p.A.**

The company Alpe Adria S.p.A. (hereinafter '**Alpe Adria**') as a forwarding agent plans and organizes activities of national and international handling of goods, thanks to its specific experience in rail and mixed freight transport, as well as in the logistics of supply chain flows.

The following terms and conditions (hereinafter "**General Conditions**") govern all the services performed by Alpe Adria as a forwarding agent.

## **1. DEFINITIONS**

For the purposes of the General conditions:

-'Forwarding agent' means Alpe Adria, which is in charge of entering into transport contracts and / or of performing one or more accessory operations on behalf of the Principal;

-'Order' means the request made by the Principal to the Forwarding agent;

-'Principal' means the subject who appoints the Forwarding agent to enter into one or more haulage contracts and / or to perform one or more accessory services;

-'Goods' means goods in general and any else asset, such as containers, pallets, loading units in general, or similar transport or packaging tools which are not supplied by the Forwarding agent;

-'Carrier' means the subject who is appointed by the Forwarding agent and actually performs or undertakes to perform the transport and/or related ancillary and accessory activities.

## **2. PREMISES AND DEFINITIONS**

The premises and definitions hereinbefore are integral and substantial part of the present General conditions.

## **3. SCOPE**

The Principal expressly accepts that – when acting on its own and on behalf of third parties in entering into transport contracts - the General conditions are fully and unconditionally applied to all the contractual and non-contractual relationships with the Forwarding agent, as well as to all the actions started and the claims raised versus the latter.

## **4. OBLIGATIONS OF THE FORWARDING AGENT**

The Forwarding agent shall enter into the necessary transport contracts on behalf of the Principal, to meet the latter's requirements, while performing the relevant accessory services in compliance with the instructions received from the Principal. If the above-mentioned instructions should be incorrect, incomplete or against the law, the Forwarding agent may act at its own discretion. The Forwarding agent's liability, pursuant to these General conditions, is limited to the organization of the transport and related obligations, with the exclusion of the actual performance. The Forwarding

agent undertakes to organize – by reliable rail and/or road carriers, and/or sea and/or air carriers – the transport of the Goods which are the subject of the Order and General conditions, according to the terms and conditions of these General conditions and in compliance with the sector's regulations on haulage. Unless differently and expressly agreed upon in writing with the Principal, the Forwarding agent does not accept to perform any service concerning: (a) hazardous and/or potentially hazardous goods (e.g. goods which are classified as hazardous by IATA, IMO, ICAO, or envisaged in the ADR/RID discipline, class 1 and 7) which might jeopardize people, animals, other goods or assets, are subjected to deterioration, without packaging, or fitted with an insufficient/inappropriate packaging; and (b) valuable assets, coins, precious commodities, art pieces, and plants. No cash on delivery shipments are accepted except after a specific written acceptance by the Forwarding agent. If the above-mentioned goods should be entrusted to the Forwarding agent without a prior written agreement, or if the Forwarding agent should accept instructions on the basis of wrong, incomplete or false information on the nature or value of the goods, the Forwarding agent is entitled either to terminate the contract or, if circumstances so require, to reject, deposit or dispose of the goods, or even - in the case of danger - destroy them. If any of the above-mentioned events should occur, the Principal will be held responsible for all the negative consequences and expenses originated therefrom for any reason, while the Forwarding agent will be exonerated from any liability originated from the performance of its Mandate.

If the Forwarding agent should accept in writing to provide its services for hazardous goods or wastes, the Principal is bound to meet all the regulatory and documental provisions set out for the handling of these Goods.

The Forwarding agent has no obligation to check the correctness of the statements either in the transport contract or in the Principal's instructions.

## **5. PRINCIPAL'S OBLIGATIONS**

The Principal instructs the Forwarding agent to organize transport services for the Goods. In particular, the Principal provides the Forwarding agent with all the necessary directions for the correct performance of the transport by carriers – including time schedules, if necessary, and place of delivery, by addressing an Order with specific written instructions to the Forwarding agent – at the price shown on the Order or in other documents exchanged between the Parties. The Principal ensures and confirms to have respected all laws and regulations concerning the nature, packaging,

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labelling and transport of the Goods; the Principal also ensure that the Goods are appropriately packed to stand ordinary transport risks, in consideration of their specific nature. The Principal states to be ready to indemnify the Forwarding agent for any liability caused or originated from the Principal's breach of each of the above-mentioned guarantees. The Principal ensures and confirms that the Goods are in perfect technical conditions and fully meet the Community and national regulations and provisions concerning transport on road and/or by railways and, therefore, that these Goods are suitable for inter-Community and national transport on road and/or rail. Furthermore, the Principal ensures and confirms that, if the Goods are supplied together with their cooling systems (such as, e.g., refrigerated trailers or insulated containers), these systems are in perfect working conditions and capable of ensuring proper conditions for the perishable goods in transit. The Principal ensures and states that: (i) the Goods are correctly and carefully described in each transport document; (ii) in the shipment there are no goods which are unacceptable for the Forwarding agent, unless prior written instructions have been supplied; (iii) the nature, number, quantity, quality of the goods and packaging contents, gross weight (packages and pallets included), packaging volume and size, and every else information are true and correct. Furthermore, the Principal expressly states to indemnify and hold the Forwarding agent harmless in relation to every damage, claim or expense originated from the infringement of the above guarantees, for whatever reason. The Principal authorizes the Forwarding agent to handle all the details of the shipment, personal data included, if necessary, in order to enable the Forwarding agent to handle on-line the necessary administrative and operational aspects, in order to ensure the best assistance to the shipment.

#### **6. NATURE AND VALUE OF THE GOODS**

The Parties agree that - to perform their obligations and in compliance with Italian regulations - the Forwarding agent shall be informed in advance on the nature and value of the Goods. Therefore, the Principal shall provide the Forwarding agent with the complete list of the Goods entrusted to the latter. Except when a greater value is stated on the documents transmitted by the Principal to the Forwarding agent, the Parties agree that the mean value of the Goods is € 1 (one euro) per kilogram.

#### **7. DELIVERY**

The Carrier appointed by the Forwarding agent shall deliver the Goods to: (i) the place previously stated in writing by the Principal, and (ii) to the indicated subject/individual. It is agreed that the subject /

individual to whom the Goods are handed over by the Forwarding agent is authorized to sign every accompanying document on the Principal's behalf. The Forwarding agent is authorized to instruct the carriers to deliver the Goods to the address and subject/ individual indicated by the Principal for this purpose. If the place of delivery were unattended or if the carrier appointed by the Forwarding agent were unable to deliver, the latter, at its discretion, might instruct the Carrier either to deliver the goods in such a place (which shall be finally considered as the place of delivery agreed upon by the parties) or to place the Goods in storage. If the Goods are deposited in a Forwarding agent's warehouse, the Principal is bound to pay back or indemnify the Forwarding agent for all the costs and expenses borne in connection to the storage of the Goods.

#### **8. REFERENCE REGULATORY PROVISIONS**

The Parties undertake and agree that the Forwarding agent's services described in the General conditions and performed according to the contract entered into by and between the Principal and Forwarding agent, are governed by section 1737 of the Italian civil code.

#### **9. INVOICES AND PAYMENTS**

Invoices will be issued on the basis of the recording of the services performed by the Forwarding agent: a copy of the invoices shall be handed over to the Principal upon a written request of the latter. All offers, prices and agreements only include the services expressly indicated therein. All remaining operations are separately debited by the Forwarding agent. The Forwarding agent might require a lump sum payment pursuant to sect. 1740 of the Italian civil code; in this case, the Parties agree on the fact that the Forwarding agent acts as such and not as forwarding agent and carrier. The Principal will be liable for all the expenses borne by the Forwarding agent in relation to each shipment, including the amounts advanced or paid up in connection to the shipment and originated from any possible claims, fines, sanctions, damages, expenses or other amounts which might be borne and paid by the Forwarding agent - directly or indirectly - in consequence of the possible breach of any contract condition, law, rule or regulation or of any other action or omission caused by the Principal or one of its agents, employees, contractors or sub-contractors. Invoices will be cumulative and include the costs and expenses borne by the Forwarding agent, including the transport fee paid to the Carriers appointed. Payments shall be made via money transfer to the bank current account indicated on the invoices issued by the Forwarding agent, not later than 30 (thirty) days after the date of each single invoice, except when different

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payment terms are agreed upon by the Principal and Forwarding agent. If the Forwarding agent does not receive the total payment of the amounts due within the deadline set out hereinbefore, the Parties agree on a belated payment penalty, equal to 10% of the pending amount.

If a payment is not received or is delayed – totally or partly – by more than 20 days, the Forwarding agent might suspend the performance of the service until the Principal has paid the entire pending amount, without prejudice for the debit of all possible related costs to the Principal itself.

At any time, the Forwarding agent reserves the right to ask the Principal to make available a warranty of the indicated appropriate nature and amount, to ensure the payment of the amounts due to the former by the Principal.

**10. WEIGHT, SAMPLING AND ASSESSMENT OF HUMIDITY AND TEMPERATURE**

The Parties agree that the Forwarding agent is not bound to check the weight, sampling, humidity and temperature of the Goods which are shown on the documents supplied by the Principal to the Forwarding agent. The Principal acknowledges and accepts that the Forwarding agent is not liable for any possible discrepancy between the details stated by the Principal in the transport documents and those recorded on the occasion of the final check on weight, sampling, humidity and temperature which are performed at destination.

**11. LIABILITY IN THE CASE OF FORCE MAJEURE**

The Principal acknowledges and accepts that the Forwarding agent is not liable for the performance of transport services but only for entering into contracts with Carriers, within the limits set out in the General conditions, as well as for any else accessory obligation accepted in writing by the Forwarding agent. The Forwarding agent is not a Carrier and, therefore, does not take any liability in the latter's capacity. Every force majeure event shall be duly and carefully documented by either party to the other via a specific notice. These events shall suspend the performances herein as long as their effects prevent the enforcement of the present agreement. If a force majeure event prevents the enforcement of this agreement partly only, the services offered by the Forwarding agent shall be duly performed as far as that is feasible. By mere way of example, the following events are force majeure: problems involving transport infrastructures; interruption of railways traffic due to causes connected to the impassability or inaccessibility of the railways network; traffic congestion in the railways network caused by extraordinary events or situations; clutter

situations in departure or destination railways systems or terminals; public interest measures, such as those involving ARPA (Agency for Prevention and Environment), NHS, Military Engineering Corps, Municipal or Metropolitan Authorities; traffic interruptions in railways or road systems; industrial disputes, strikes by road haulage- and loading / unloading- personnel; extraordinary weather conditions or events; earthquake, floods, tsunami, natural disasters for which the authorities declared the state of emergency or natural disaster; technical needs of public interest, etc.. The Forwarding agent is not liable for any type of delay, whatever its cause, when such a delay is caused by either an act of God, orders of a judicial authority or an action or omission of a subject or entity other than the Forwarding agent.

**12. GUARANTEE AND INSURANCE**

The Forwarding agent undertakes to obtain and maintain at its own cost the insurance coverage set out by the Italian regulatory provisions concerning forwarding agents. Upon the Principal's request, the Forwarding agent shall provide evidence of the existence and expiration of this insurance coverage. Without prejudice for what is stated above and in consideration of the overall performances set out in the General conditions which govern the Forwarding agent's shipments services, the Principal states to have entered into a suitable insurance contract to cover transport risks; this insurance expressly envisages the waiving of the right of redress against the Forwarding agent. Upon request of the Forwarding agent, the Principal shall provide evidence of the existence and expiration of this insurance coverage too. The Forwarding agent shall take care of ensuring the goods in the Principal's interest, only when a written covenant at this regard has been reached.

**13. RIGHT OF LIEN ON GOODS**

The Forwarding agent has right of lien on the Goods, in order to secure all the amounts due by the Principal, included the costs borne for the accessory services aimed at recovering said amounts. If the Goods are lost or damaged, either the compensation paid by the insurer, carrier or any else subject replaces the Goods or else the Forwarding agent shall make use of its right of lien on that compensation.

**14. NOTICES**

All notices concerning the services entrusted by the Principal to the Forwarding agent shall be sent by registered letter with return receipt to the Forwarding agent's registered address.

**15. GOVERNING LAW AND COURT OF JURISDICTION**

The interpretation of these General conditions will be

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governed by the current Italian law. The Court of Trieste has exclusive jurisdiction on any dispute originated from or related to the obligations set out herein (disputes concerning interpretation, performance, existence, effectiveness or termination of the present General conditions included).

**16. PRIVACY**

In relation to the handling, communication and diffusion of the Parties' mutually disclosed personal details, as set out in the EU Regulation 2016/679 - the so-called "GDPR" - and Leg. decree no. 196/2003, the Parties acknowledge to have been adequately informed on: (i) the purposes of their handling, and (ii) the rights envisaged in the above-mentioned regulation. The personal details exchanged between the parties all along the performances which are the subject of the General conditions, will be collected and recorded exclusively either for contract purposes or to meet regulatory provisions. The handling of these data may take place with or without the help of electronic or automated means and, in the respect of regulatory limitations and conditions, it will include all the necessary activities connected to their handling. The Principal states to have received the relevant information sheet and to give its free and valid consent to the communication of these details for contract purposes and to meet legal obligations.