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GENERAL CONDITIONS OF CARRIAGE - ALPETRANS S.R.L.

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1. Scope of application

- 1.1. These General Terms and Conditions of Carriage (hereinafter the "**GTC**"), published on the website www.alpetrans.com, together with the particular conditions contained from time to time in the order and/or in the confirmation of the carriage order or in the relevant contract (hereinafter the "**Carriage Contract**"), govern all contractual relations between the company Alpetrans S.r.l. and the Principal with regard to carriage of goods by road services (hereinafter the "**Service(s)**").
- 1.2. Any general conditions of carriage of the Principal shall not apply to the Services.
- 1.3. In the event of a conflict between these GTC and the special conditions of the Carriage Contract, the latter shall prevail.
- 1.4. The delivery of goods to Alpetrans implies the unreserved acceptance of these GTC.

2. Definitions

In these GTC, the following terms have the meanings specified below:

- a) **A.T.P. (Accord Transport Perissable)**: means the international regulation that regulates the conditions of transport of perishable foodstuffs in controlled temperatures intended for human consumption.
- b) **Alpetrans**: means the carrier, i.e., the party materially performing the Service; with registration number VI2953326/G.
- c) **CMR Convention**: means the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956, ratified in Italy by Law No. 1621/1960.
- d) **Loader**: means the person who takes care of the loading and unloading of goods onto the Alpetrans vehicle on behalf of the Principal.
- e) **Principal**: means the party commissioning Alpetrans for the transport service.
- f) **Sub-carrier**: means the party entrusted by Alpetrans with the carriage or part thereof.
- g) **Transport documents**: this means the DDT and the CMR, documents required by law for the transport of goods by road.
- h) **Waybill**: means the document issued by the Principal that includes the conditions of the Service, unless proven otherwise.

3. Conditions and Limitations of the Service

- 3.1. The Services are performed in compliance with transport and road traffic regulations, as well as with the regulations contained in the vehicle registration documents of the means of transport used.
- 3.2. The Services shall be performed with means and equipment suitable for providing the Principal with a complete and efficient transport service with the use of its own drivers duly employed in compliance with collective and individual labour agreements, social security and welfare regulations, and the regulations governing road haulage on behalf of third parties.
- 3.3. Alpetrans shall, in any case, be entitled to use sub-carriers, unless otherwise instructed in writing by the Principal.
- 3.4. In the performance of the Services, Alpetrans guarantees the use of suitable means of transport, which are regularly maintained and comply with A.T.P. regulations, where applicable to the products transported.

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- 3.5. In the event that the Transport Documents contain transport conditions that differ from those contained in the Carriage Contract and that have not been communicated to Alpetrans in writing in advance by the Principal, the Principal shall assume all liability for the performance of the Service, without any right of recourse against Alpetrans.
- 3.6. The delivery time (or return time) of the goods shall be the time ordinarily required to carry out a transport operation, considering the distance to be travelled, road conditions and traffic situations, any unforeseen events and any other circumstances normally affecting the transport time and compatible with compliance with the rules on speed limits and driving and rest periods, as well as traffic bans.
- 3.7. In the case of the transport of already palletised goods, Alpetrans assumes no liability or obligation in respect of the handling and return of pallets, unless otherwise agreed in writing with the Principal. In such cases, Alpetrans shall be entitled to additional remuneration for the service rendered. Under no circumstances shall Alpetrans be liable for the quantity and quality of pallets returned by the consignee.

4. Obligations of the Principal

- 4.1. The Principal is obliged to hand over to Alpetrans all documents necessary for the performance of the Service, guaranteeing the correctness and truthfulness of the information contained therein, and shall hold Alpetrans harmless from any liability and consequences arising from the incorrect and/or untruthful and/or inadequate compilation of such documents.
- 4.2. At the request of Alpetrans, the Principal shall issue a Waybill with its signature, containing: (i) the first and last name or designation of the consignee; (ii) the place of destination; (iii) the nature, weight and quantity of the goods.
- 4.3. In the case of international Services, the Waybill must also contain the additional information provided for in Article 6 of the CMR Convention, and in particular the indication provided for in letter "k" of paragraph 1 of the aforementioned article, according to which "*carriage is governed, notwithstanding any clause to the contrary, by this Convention*". In the absence of such express wording, Alpetrans may refuse to perform the Service without being entitled to claim any compensation and/or damages whatsoever.
- 4.4. Under no circumstances may the Principal give instructions directly to the driver.
- 4.5. The Principal guarantees that the goods on delivery for loading are correctly addressed and packed, without risk of damage to the goods transported, in compliance with the relevant technical and legal regulations. In the event of insufficient and/or non-conforming packaging, Alpetrans may refuse to perform the Service without being liable for any compensation and/or damage whatsoever and, if it performs the Service, it cannot be held liable for any damage caused to the goods during the Service due to non-conforming and/or insufficient packaging.
- 4.6. The Principal shall be solely liable for damage caused, directly or indirectly, by imperfect packaging of the goods.
- 4.7. The Principal, either directly or through its Loader, is obliged to deliver the goods to Alpetrans at the place and time agreed for collection and to carry out loading as quickly as possible, using suitable equipment and qualified personnel, taking care not to cause damage to the means of transport, the goods themselves as well as any other goods of third parties.
- 4.8. The Principal, either directly or through its Loader, assumes all responsibility for compliance with the mass and gauge limits, with indemnity to Alpetrans.

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- 4.9. Waiting times for loading and unloading may not exceed 2 hours (**Exemption Period**). If the aforementioned limit is exceeded, the Principal shall be charged a fee of EUR 50.00 (fifty/00) for each hour or fraction of an hour of delay.

5. Guarantees and Liability of Alpetrans. Limits and Exclusions

- 5.1. Alpetrans shall be liable for the loss of or damage to the goods delivered to it for the Service from the time of loading on the vehicle by the Loader until the time of return to the consignee.
- 5.2. The liability of Alpetrans for loss and/or damage to the goods, as well as for all cases of direct or indirect carrier liability, is limited for domestic Services to Euro 1.00 per kilogram gross weight of the lost or damaged goods. For international Services, the limit of indemnity of the CMR Convention applies (Special Drawing Rights x coefficient 8.33 = indemnity per kilogramme gross weight of the lost or damaged goods; equal to approximately € 10.00/kg).
- 5.3. Under no circumstances can Alpetrans be held liable if the loss and/or damage to the goods is caused by temperature fluctuations caused by areas and/or platforms at the destination that are not suitable for maintaining the prescribed temperature and in any case not suitable for unloading perishable goods. In the event of damage due to incorrect temperature, Alpetrans shall be liable only if the temperature swipe shows anomalies and/or discrepancies with respect to what is indicated in the Carriage Contract during the performance of the Service.
- 5.4. In no event shall Alpetrans be liable for loss of and/or damage to the goods due to: i) force majeure, fortuitous events or any other cause not reasonably attributable to Alpetrans; ii) conduct, default or omission on the part of the Principal and/or any other third party having an interest in the transport; iii) the nature of the goods and/or the packaging, defects, characteristics of the goods. Theft, robbery, looting, strikes, lock-outs, riots, acts of terrorism, piracy, fire, calamities and disruptions to the road network shall, without any claim to exhaustiveness, be deemed to be fortuitous events or force majeure.
- 5.5. In no event shall Alpetrans be liable to pay compensation for consequential and/or indirect damage (by way of example but not limited to: loss of earnings, loss of interest, loss of turnover, loss of goodwill, reputation, customers, damage to image, etc.).
- 5.6. In any event, Alpetrans shall not be liable for any damage (direct and/or indirect) caused to the goods by unauthorised third parties who have entered the vehicle used for transport, despite the fact that Alpetrans has taken all reasonably necessary preventive measures during the execution of the Service.
- 5.7. Alpetrans does not accept any mandates for the collection of sums, cheques and/or other means of payment. Alpetrans has consequently instructed its drivers and employees not to receive and/or accept sums, cheques and/or other means of payment in the performance of their duties. In the event that, despite instructions from Alpetrans, means of payment are handed over to the driver by the Principal or the consignee, Alpetrans shall in no way be liable for their delivery and their content.

6. Delay in delivery

- 6.1. Alpetrans shall not be liable for delays or non-deliveries due to:
- unavailability, refusal or delay of the addressee in receiving delivery of the goods;
 - the Principal's requests for changes in the conditions of the Service being performed, or its suspension, or any further and different requests of the same that would lead to longer periods for the performance of the Service;

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- flaws and/or defects in the packaging of the goods;
 - unforeseeable events and/or force majeure not attributable to Alpetrans (e.g. natural disasters, wars, epidemics, strikes, accidents and/or breakdowns of means of transport, robbery, official measures).
- 6.2. In the event of refusal or unavailability of the consignee at the time of delivery of the goods, Alpetrans shall inform the Principal in order to receive instructions. In the absence of timely instructions, or in the case of instructions that cannot be carried out, or if circumstances make it impossible to request instructions from the Principal, Alpetrans may alternatively: a) unload the goods at the nearest available depot to the place of delivery, at the expense of the Principal; b) transfer the goods to a different destination with the consent of the Principal at a cost of € 2,50 per km travelled; c) return the goods to the Principal at the point of collection, at the expense of the Principal.
- 6.3. In the case of easily perishable goods for which there are no instructions from the Principal, Alpetrans may dispose of and/or destroy them. The associated costs shall be borne by the Principal.

7. Fee and payment terms

- 7.1. Unless otherwise indicated in the invoice, the consideration for the Services shall be paid within 30 (thirty) days from the date of the invoice.
- 7.2. Delay in payment shall entail the automatic application of default interest at the applicable *statutory* rate (pursuant to Legislative Decree 231/2002), without any need for prior notice of default by Alpetrans.
- 7.3. In the event of a claim, the Principal shall in any case be obliged to pay the consideration, subject to the right to reimbursement of any sums not due as a result of the claim.

8. Non-transportable goods and right of inspection

- 8.1. Alpetrans does not provide Services for the following types of goods ("**Non-Transportable Goods**"):
- money in any currency, coins, stamps;
 - gold or valuables, jewellery in general, antiques, works of art or other items of value;
 - narcotic, psychoactive, psychotropic substances in general;
 - corpses or human remains;
 - live animals or insects;
 - shipments of material that is flammable, dangerous, that may otherwise damage other shipments or for which special administrative authorisations for transport are required (e.g. ADR, health authorisations, etc.);
 - unpacked, improperly packed or badly packed shipments;
 - shipments not accompanied by appropriate documentation;
 - shipments of weapons, ammunition or weapon parts;
 - goods or packages the shipment of which is prohibited to the consignee or to the country of destination under applicable provisions of law. Applicable provisions of law means any law, regulation, statute of any state, federal or local government or supranational body that imposes prohibitions on countries, individuals or entities from or through which shipment may be made.

- 8.2. Alpetrans is not obliged to inspect the cargo before performing the Service. If Non-Transportable Goods are found as a result of inspection, Alpetrans may, at its own discretion, not commence the Service or, if already commenced, discontinue it, and hand over such goods to the competent authority in the area, notifying the Principal so that it can recover them at its own expense.
- 8.3. The right to inspect the goods at the request of the competent authority is always permitted.

9. Insurance

- 9.1. Alpetrans warrants that it has taken out: (i) a third-party liability insurance policy, compulsory by law, for each means of transport; (ii) a third party liability insurance policy, in accordance with the conditions and limits established by law, including coverage for fraud and gross negligence for a maximum amount of € 200,000.00.
- 9.2. Any additional insurance cover not compulsory or requiring higher limits than those indicated in the preceding point must be requested in advance and agreed with Alpetrans. The Principal shall be solely responsible for complying with the new limits of indemnity, and shall hold Alpetrans harmless and waive all claims against Alpetrans for any greater damages, including from third parties.

10. Complaints

- 10.1. Any loss or damage evident at the time of delivery of the goods shall be immediately notified in writing to Alpetrans (also by PEC, at the address: amministrazione@pec.alpetrans.com) and the relevant claim reported on the Transport Document.
- 10.2. In the case of non-apparent damage, the Principal shall send a written complaint to Alpetrans, specifically indicating the type of damage and/or loss detected and attaching photographic documentation showing the identification data of the packages within 8 (eight) days of receipt of the goods in the case of domestic Services and, 7 (seven) days of receipt of the goods in the case of international Services.
- 10.3. In the event of apparent damage detected at destination, the goods shall be kept at Alpetrans' disposal for the time necessary for Alpetrans to carry out its inspection, unless Alpetrans refrains from inspecting the goods.

11. Termination of the Carriage Contract

The Carriage Contract shall be deemed to be terminated, without the need for prior notice, subject to written notification by the Party wishing to avail itself of it, in the following cases: a) bankruptcy of one of the Parties; b) termination, dissolution or liquidation of one of the Parties; c) non-fulfilment by the Principal of the provisions of Articles 4, 5.7, 7.1 and 8.

12. Applicable law and jurisdiction

- 12.1. Italian law shall apply exclusively to Carriage Contracts governing domestic Services. For Carriage Contracts that regulate international Services, the CMR Convention shall apply and, to the extent not provided for therein, Italian Law shall apply.
- 12.2. Any dispute concerning these GTCs and the Carriage Contracts governed by them, including their interpretation and execution, shall be referred exclusively to the Court of Vicenza.

13. Organizational Model and Code of Ethics

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In relation to the provisions of Legislative Decree No. 231 of 8 June 2001 (hereinafter referred to as the 'Decree'), regulating the administrative liability of legal persons, companies, Alpetrans has adopted the relevant organizational model and Code of Ethics, which can be consulted at [\[ALPETRANS CODE OF ETHICS\]](#). Any conduct by third parties, including the Principal and the sub-carrier, in conflict with the values expressed in the Code of Ethics and such as to entail the risk of committing an offence sanctioned by the Decree may result in the termination of the contractual relationship and the right of Alpetrans to take appropriate measures of a financial nature, even in addition to the liability for damages ascribable to the subject.

14. Data processing

All data relating to the various persons involved in the performance of the Services will be processed, including by electronic means, exclusively for the purposes related to the provision of the Services themselves and in compliance with accounting, tax and record keeping regulations. For more detailed information, please refer to the privacy policy published on the Alpetrans website [\[ALPETRANS CODE OF ETHICS\]](#). The data controller is the company Alpetrans, as generalised above.