

GENERAL TERMS AND CONDITIONS OF TRANSPORT

Full Truck Load (FTL) Services

1. Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- **Carrier:** GRUBER Logistics S.p.A.
- **Customer:** The party commissioning the transport service
- **Transport:** The freight handling and transportation service assigned to the Carrier
- **Transport Order:** The Customer's written request for the execution of the transport service
- **Goods:** The items entrusted to the Carrier for transportation

2. Scope of Service

The Carrier provides domestic and international **FTL** road and intermodal transport services in accordance with the agreed terms and subject to these General Terms and Conditions.

3. Vehicles and Technical Specifications

Road Transport

- **Standard curtain-sided semi-trailer:** 13.60 × 2.45 × h 2.60 m – maximum payload: 24 tonnes (international transport) / 28 tonnes (domestic transport in Italy)
- **Mega curtain-sided semi-trailer:** 13.60 × 2.45 × h 2.95 m – maximum payload: 24 tonnes (international transport) / 28 tonnes (domestic transport in Italy)

Intermodal Transport

- **Curtain-sided semi-trailer:** 13.60 × 2.45 × h 2.50 m – maximum payload: 28 tonnes
- **Mega curtain-sided semi-trailer:** 13.60 × 2.45 × h 2.95 m – maximum payload: 28 tonnes

(ADR dangerous goods and pallet exchange are excluded unless otherwise agreed in writing.)

4. Scheduling and Transport Orders

- Transport planning shall be agreed with the operations department / customer care team.
- Minimum order lead time: 48/72 hours prior to the loading date.
- Working days: Monday to Friday, excluding public holidays and driving bans.
- Any services performed on public holidays or weekends may be subject to additional charges.
- Paid time-slot bookings are not included.

5. Transit Times

Loading and unloading dates and times are **indicative** only, unless otherwise agreed in writing. No guaranteed delivery times or binding transit deadlines shall apply.

6. Free Waiting Time and Delays

The transport rate includes a free waiting time allowance of 1.5 hours at loading and unloading points.

Additional waiting time will be charged at €100 per hour or fraction thereof, up to a maximum of €500 per day.

7. Exclusions from Tariffs

The applicable rates do not apply to:

- Construction sites



- Trade fairs and exhibitions
- Ports and airports
- Convoy transport services

8. Loading and Unloading Operations

- Loading and unloading operations shall be carried out by the consignor and/or consignee.
- The driver is not responsible for any handling operations.
- The driver is solely responsible for ensuring the proper securing of the goods.
- The consignor is responsible for the correct distribution of the load weight in compliance with applicable legislation.

9. Cancellations

- Cancellation received by 2:00 p.m. on the preceding working day: no charge applies.
- Cancellation received after this deadline: 50% of the transport fee.
- Cancellation on the day of loading: 100% of the transport fee.

10. Carrier's Liability

- International transport: governed by the CMR Convention.
- Domestic transport: governed by the applicable Italian legislation.

The Carrier shall not be liable for indirect damages, loss of profit, or contractual penalties.

11. Value of Goods

- If the value of the goods exceeds €500,000, the Customer must declare such value in writing.
- In the absence of such declaration, this amount shall constitute the maximum liability limit payable by the Carrier, even in cases of gross negligence.

12. Insurance

All-risks insurance coverage is available only upon the Customer's written request and subject to an additional cost to be agreed separately.

13. Force Majeure

The Carrier shall not be liable for any inability to perform or delays caused by force majeure events or unforeseeable circumstances, including, but not limited to, driving bans, strikes, emergencies, natural events, and acts of public authorities.

No delay penalties shall be accepted, except in cases of wilful misconduct.

14. Prices and Invoicing

- Prices are exclusive of VAT and customs duties.
- Electronic invoicing applies.
- CMR documents will be provided only upon request (€10 per document).

15. Payments

In the event of delayed payment:

- Interest shall be applied pursuant to Italian Legislative Decree No. 231/2002.
- The Customer shall lose the benefit of any agreed payment terms.



16. Right of Retention

The Carrier may exercise a right of retention over the goods and/or related documents pursuant to Articles 2756 and 2761 of the Italian Civil Code.

17. Validity of the Terms and Conditions

These General Terms and Conditions shall be deemed accepted:

- upon return of a signed copy; or
- upon submission of the first transport order.

18. Jurisdiction and Applicable Law

These General Terms and Conditions of Transport shall be governed by and construed in accordance with German law where the contracting party is GRUBER Logistics GmbH; in such case, the competent court shall be Paderborn.

Where the contracting party is GRUBER Logistics S.p.A., these General Terms and Conditions of Transport shall be governed by and construed in accordance with Italian law; in such case, the competent court shall be Bolzano.

Any other jurisdiction is expressly excluded.

