

GENERAL TERMS AND CONDITIONS OF TRANSPORT

Exceptional and Special Transport 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 handling and transportation service for oversized and/or overweight goods entrusted 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 performs exceptional road transport services, both domestic and international, on a **non-exclusive basis**, according to the route, vehicles, and procedures deemed most appropriate by the Carrier, in compliance with the requirements imposed by the competent authorities.

Loading dates, transit times, and delivery schedules are **purely indicative** and are subject to the issuance of the required permits and authorisations.

3. Prices and Additional Charges

The agreed transport rate is based on the conditions known at the time of the quotation.

The Carrier reserves the right to **charge additional costs**, even after acceptance of the transport order, in the event of:

- Technical or police escorts (including BF3/BF4 escort vehicles, motorway technical assistance, and customs escorts);
- Costs related to inspections, removal of obstacles, traffic signage, dismantling, demolition, reinstatement works, engineering works, temporary supports, and any other measures required to allow the passage of the convoy;
- Costs related to engineering studies for structural or construction-site assessments required by authorities for the transit of the convoy;
- Costs related to customs procedures or customs escort services;
- Costs related to convoy waiting times caused by circumstances not attributable to GRUBER Logistics, such as road construction sites opened by authorities following our prior transit notification, or restrictions due to adverse weather conditions (fog and/or snow) during summer weeks no. 30-31-32-33-34 and Christmas holiday weeks no. 49-50-51-52-01. In such cases, we reserve the right to verify vehicle availability and request an adjustment of the transport rate;
- Any additional transport charges related to ministerial authorisations required for exceptional ADR transport conditions and convoy weighing procedures, where prescribed by the authorities responsible for issuing the relevant permits.

All services not expressly included in the quotation shall be invoiced based on actual costs incurred and documented, **plus an 8%** administrative fee, with a **minimum charge of €20.00**.

Prices are exclusive of VAT.

4. Permits and Documentation

Prior to placing the transport order, the Customer must provide:

- Original declaration specifying the weight, dimensions, and characteristics of the goods;
- Technical drawing indicating the centre of gravity and load distribution.

The transport service is subject to:

- The issuance of all required permits and authorisations;
- Full accessibility of the loading and unloading locations with the vehicles provided.



The time required to obtain permits is non-binding. The Carrier shall not be liable for delays attributable to the Authorities.

5. Equipment and Protection

Covering tarpaulins are not included unless otherwise agreed in writing.

Indicative cost for covering: from €200.00.

The Customer:

- Guarantees that the goods are suitable for covering;
- Shall be liable for any damage to the tarpaulins;
- Must provide suitable protection materials (corner protectors, spacers, supports);
- Must provide the lifting equipment and platforms required for the operations.

6. Loading, Securing and Responsibility for the Goods

Loading, positioning, and weight distribution are the sole **responsibility of the Customer**.

The goods must be equipped with suitable lifting and lashing points.

The Carrier shall be responsible exclusively for the correct securing of the goods based on the information provided by the Customer.

In the event of environmental pollution or contamination of the vehicles caused by the goods, **all related costs** shall be charged to the Customer.

7. Loading and Unloading Times – Waiting Time

A total free allowance of 90 minutes for loading and unloading operations is included.

Additional waiting time shall be charged according to the following indicative rates:

- Standard curtain-sided semi-trailer 13.60 m: €75.00/hour (maximum €750/day)
- Mega trailer / extendable semi-trailers: €85.00/hour
- Open low-loader trailers without overweight conditions: €85.00/hour
- Open low-loader trailers with overweight conditions: €150.00/hour
- Modular vehicles: €150.00–200.00/hour
- Escort vehicles: €50.00/hour

8. Execution of Transport

The Carrier:

- May determine the vehicles, route, and any required transshipment operations;
- May appoint subcontracted carriers;
- Does not guarantee execution of the transport in the event of unsafe conditions or unsuitable roads.

Any damage to vehicles caused by poor road conditions or inadequate access routes shall be charged to the Customer.

9. Cancellation or Postponement of Transport

In the event of cancellation or postponement, the following cancellation charges shall apply:

Standard Transport Services

- 3 working days prior to loading: 30%
- 2 working days prior to loading: 70%
- 1 working day prior to loading: 80%



- On the loading day: 100%

Special Transport Services / Transport Subject to Authorisation

- Costs for permits are always payable;
- Up to 5 working days prior to loading: 30%–60%
- 2 working days prior to loading: 70%
- 1 working day prior to loading: 80%
- On the loading day: 100%

10. Carrier's Liability

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

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, delays in the issuance of permits, delays attributable to escort services, traffic conditions, accidents, driving bans, strikes, emergencies, natural events, or acts of public authorities.

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





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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.

