

GENERAL CONDITIONS OF TRANSPORT

The present transport shall be performed in accordance with and pursuant to the applicable legislation, including Legislative Decree No. 286/2005, as subsequently amended (for domestic transport), and the CMR Convention (for international transport).

By accepting the loading order, including by conduct, the Carrier represents, warrants and agrees as follows:

- 1) To have verified, in case of domestic transports within Italy, the feasibility of performing the transport forming the subject matter of this assignment in full compliance with all applicable laws and regulations in place to ensure the safety of road traffic and social security, particularly with regard to Articles 61 (loading gauge), 62 (maximum authorized mass), 142 (speed limits), 164 (arrangement of loads on vehicles), 167 (transport of goods on vehicles and trailers), and 174 (driving times for vehicles used for the transport of persons and goods) of Italian Legislative Decree dated 30 April 1992, No. 285;
 - 1.1) To have verified, in the case of international transport, the feasibility of performing the transport in compliance with all applicable national and international laws and regulations in force in the countries of origin, transit and destination, in particular with the relevant Traffic/Highway Codes concerning loading gauge, maximum dimensions, maximum authorized mass, speed limits, load arrangement, stowing and securing, and driving time limits;
 - 1.2) To comply, in the case of transport within the national scope carried out with vehicles registered abroad and with driving personnel of a nationality different from that of the country in which the transport service is performed, with the cabotage rules provided for within the European Community regarding the maximum number of transport operations that may be carried out within seven consecutive days following entry into the Country, as well as with all applicable national regulations and standards in force;
 - 1.3) To assume all responsibility related to obligations regarding the proper arrangement of the load on vehicles also with reference to EN 12195-1:2010 standard and to the European best practice guidelines for securing loads for road transport of 8 May 2014;
 - 2) To assume directly and exclusively the burden of control and the related responsibilities regarding any potential overweight and/or overloading of axle suspensions;
 - 3) To verify that the shipments received for delivery correspond, in nature, number of packages, gross weight, volume, to what is indicated in the transport documents and to confirm compliance with the constraints and the commitment, where applicable, of pallet exchange. You acknowledge that in the event of violation of the obligation of pallet exchange, the related charges on the part of the sender and/or recipient of the shipment will be charged back to you in full;
 - 4) To refrain from establishing and/or maintaining any business relationship, directly and/or through an intermediary, with FERCAM's customers, without prejudice to FERCAM's right to compensation for any damages arising from non-compliance with this ban;
 - 5) To comply with all legislative obligations regarding safety and labor law and to have put in place awareness policies aimed at combating child labor, exploitation, as well as the use of drugs and alcohol among your employees;
 - 6) To never leave the cargo unattended and to undertake to use only parking and rest areas for vehicles that are fenced and/or guarded and/or video-surveilled and to implement all actions that could safeguard the security of the transport;
 - 7) To carry out transport assignments using vehicles and means compliant with legal requirements, suitable for the service and type of product, in perfect working condition, regularly maintained, clean and inspected in accordance with legal timeframes and your internal maintenance program, undertaking to provide documentary evidence of this on request;
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- 8) To observe and comply with the internal regulations of the loading and unloading areas that are provided to you by the sender and the recipient, and to inform FERCAM of any anomaly that may occur during the services, also providing appropriate instructions so that during the loading and/or unloading phases, the driving personnel are wearing all personal protective equipment required for the activities to be carried out;
- 9) In the event of transport falling under the ADR treaty or transport of other goods subject to specific regulations, to respect the applicable regulations in full;
- 10) To undertake to provide an availability service 24 hours a day, 7 days a week, employing on-board staff with the necessary professional requirements and adequate training, also for the purposes of applicable occupational safety and security regulations. Upon completion of unloading, the driver must obtain from the consignee a copy of the delivery note and/or transport document and/or the CMR, duly signed and stamped (with visible stamp and legible signature), and must, in case of reservations/discrepancies detected at the time of unloading, immediately notify FERCAM. Failure or delayed notification of any anomalies causing economic or reputational damage to FERCAM will be charged to the Carrier, without prejudice to any further actions.
Failure to deliver to FERCAM the above-mentioned documents, duly and properly stamped and signed (with visible stamp and legible signature), together with the transport invoice and a copy of this assignment countersigned for acceptance, may result in non-payment of the same.
The corresponding payment to the Carrier shall be made within the terms indicated in the loading order or other written agreements between the Parties.
In the event of failure to comply with the collection and delivery dates previously agreed with FERCAM, you shall be held responsible for any damages arising from such non-fulfilment.
- 11) In the absence of written reservations on your part regarding the foregoing, this assignment shall be deemed accepted in all its parts, in particular with reference to the legislation pursuant to Legislative Decree 286/2005 and the CMR Convention.
- 12) **MAXIMUM LOADING/UNLOADING TIMES:** Without prejudice to compliance with punctuality at loading with a maximum tolerance of +/- 15 minutes from the agreed time (except in cases with mandatory loading/unloading slots), maximum loading and/or unloading times (grace period) of 4 hours per single operation are established. Stops exceeding the established grace period will be economically regulated only subject to authorization by the competent Branch following the submission of supporting documentary evidence.
- 13) Subcontracting to third parties/sub-carriers of the transport subject of this assignment, both at national and international level, is expressly prohibited. Any violations will constitute liability due to gross negligence pursuant to the applicable legislation.
- 14) For all matters not expressly mentioned in this assignment, the appointed Carrier declares to know and apply all legal provisions regarding transport and labor in force in the countries of origin, transit and destination of the commissioned transport service.
- 15) During driving and rest periods it is mandatory :
- to choose safe parking areas by consulting the link <https://transpark-app.iru.org>;
- to opt for guarded parking areas equipped with 24h/24 security service and video surveillance systems.
Violation of these obligations constitutes seriously negligent conduct.
- 16) The Carrier declares to know and fully accept the FERCAM GROUP Supplier Code of Conduct as reported on the company website at the following link <https://www.fercam.com/en-int/supplier-code-of-conduct-1363.html> .
- 17) The Carrier declares to know and accept the Organization, Management and Control Model (MOG) and the Code of Ethics adopted by the Company pursuant to Italian Legislative Decree 231/2001, available on FERCAM's website (www.fercam.com). The Carrier undertakes to:
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- fully comply with the Code of Ethics and applicable legislation;
- refrain from any conduct that may constitute offences pursuant to Italian Legislative Decree 231/2001;
- promptly inform the Company of events that may generate liability pursuant to Legislative Decree 231/2001.

Any violation of these obligations constitutes serious breach and entitles termination of the contract.

- 18) The Carrier undertakes to process any personal data acquired in the execution of the assignment in full compliance with Regulation (EU) 2016/679 (GDPR), the applicable national legislation and any provisions issued by the competent Authorities.

The Carrier also undertakes to keep strictly confidential all data, information and news of which it may become aware in the performance of the assignment, undertaking not to disclose them to third parties nor to use them for purposes other than those strictly connected with the execution of the assignment itself.

The Carrier shall indemnify and hold FERCAM harmless from any liability, damage, cost or claim (including sanctions and legal expenses) arising from violations of data protection regulations or confidentiality obligations attributable to the Carrier.

- 19) For any dispute relating to this Contract, the parties elect Bolzano as the Competent Court with exclusive jurisdiction.
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