

Sede legale e amministrativa:
snc Magazzino 53 (V Piano) - Punto Franco Nuovo
34123 TRIESTE
Tel.: 040-6732511
Fax: 040-6732987
E-mail: adriafer@adriafer.com

GENERAL CONDITIONS OF THE ADRIA FER OFFER OF MOVEMENT SERVICES AND RAILWAY FREIGHT



Registered with the Register of Companies of Venezia Giulia under registration no./fiscal code/VAT number 01033440320 Share capital Euro 900,000.00 i.v.

In compliance with Art. 13 of Law Decree no. 196/03 and Regulation EU 679/2016 GDPR, we inform you that the personal data that are/can be gathered during the contract period are or can be processed by our Company for contract, administrative, accounting and marketing purposes related solely to the products and services we propose and, more in general, in compliance with the above mentioned regulations and with the privacy and security obligations they include. The complete information can be found at the website: www.adriafer.com.

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I) General Regulations

Art. 1 - Area of application

The present “General Regulations” (CG) regulate the execution of movement services by train, provided by Adriafer S.r.l.. This refers to incoming and outgoing trains in the facilities of the Trieste Port, connecting in the Service Area of Trieste Campo Marzio, to be stationed at the Port Terminals. The present regulations also apply to the transport of goods by Adriafer as a rail carrier, on routes for which it is certified.

Furthermore, all current laws on railway transport are applicable, such as the following:

The “Uniform Rules regarding the international railway transport of goods contract” (CIM Uniform Rules) – Appendix B of the “Convention relative to the International Railway Transport” (COTIF) 1999;

If applicable, the norms of the “Regulation concerning international transport of goods dangerous for the railway” (RID) – Appendix C of the COTIF 1999;

If applicable, the norms of the “Uniform rules on vehicle usage in international railway traffic contracts” (CUV) – Appendix D of the COTIF 1999.

General regulations and their documents apply in any area that is not covered by special agreements with the clients and by their financial and technical documents.

Any exemptions allowed by the client agreement are effective only and exclusively in the case they refer to dispositions outlined in the CG, allowing for a different contractual disposition.

Art. 2 - Definitions

The following terms and expressions in the present General Conditions are defined as follows:

- a. client agreement: the contract stipulated between Adriafer and the client that governs the relationship between parties. In accordance with the services therein, the agreements could be designated as follows:
 - i. Movement agreement: the contract of a paid movement between Adriafer and the client, which governs the execution of one or more movements.
 - ii. Freight agreement: the contract of a paid transport between the carrier and the client, which governs one or more transports for a defined time period;
- b. client: natural person or legal entity that stipulates the client agreement with Adriafer, and is charged with carrying out a movement service, or rather, one or more transports;
- c. sender: natural person or legal entity that commissions the services of movement, or rather, the subject indicated on the waybill (client or their representative), with whom the carrier stipulates the transport contract;
- d. recipient: natural person or legal entity indicated on the waybill as receiving the transport;
- e. holder: natural person or legal entity who is the wagon owner or exercises the right to have the wagon at their disposal, manages the means of transport and is registered as a wagon holder in the official vehicle register (NVR);
- f. *Sole Manager*: the manager of the movement service that is entitled to sell and provide the service of railway movement within the railway district, with exclusive rights on the parts of the districts where movement activities are carried out for more than one district operator, except for what regards the provision of services on one’s own account and self-production;

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- g. HLR: time limit within which the client must complete the operation of loading and handing over the freight to the carrier at the point of pickup and delivery, as indicated in the technical/financial client agreement, together with all the documents accompanying the transport;
- h. MAD: time limit within which the freight must be at the carrier's disposal at the pickup and delivery point for unloading of goods, as indicated in the technical/financial client agreement, together with all the documents accompanying the freight;
- i. LDV (waybill): the transport document for the goods and vehicles used as the means of transport, serving as a proof of the same transport, filled out by the sender and titled "electronic waybill/waybill", registered electronically or on paper;
- j. Movement service: general activity of joining and disjoining of rolling stock, execution of movement required to assemble and disassemble trains, to move rolling stock from place to place within a facility in compliance with the laws in effect, including all the required operations for the task: hitching, unhitching, continuous brake connection, composing, discomposing, moving, immobilizing, etc.).
 - i. Primary movement: movement operations for the purpose of moving trains from arrival and departure platforms at the pickup and delivery points, and vice versa;
 - ii. Secondary movement: movement operations for the purpose transferring fleets or wagons from pickup and delivery platforms of the junction terminal of the railway facility, with the origin or destination indicated by the sender;
- k. SRM: Entity in Charge of Maintenance, as indicated in the English text, and in accordance with EU Regulation 445/2011, and registered as such in the NVR.
- l. Carrier: the "contractual" carrier (Adriafer), with whom the client has stipulated a specific contract;

Art. 3 - Affiliation Framework – Reference Norms

3. 1 Movement services and railway transport of goods can be carried out after the undersigning of a client agreement.

During the formal writing of the client agreement, the present CG are applied by way of the client's undersigning of the "Declarations", added to the sales offer shared by the parties.

Unless otherwise agreed upon by the parties, the agreement is finalized:

- By means of correspondence through registered mail or certified electronic mail;
- When the carrier receives the notice of acceptance from the client of the contract proposal via registered mail or certified electronic mail;

Contract formalizing through electronic means of communication is allowed in accordance with the current laws in effect relevant to the matter (certified electronic signature).

3. 2 The stipulated contract between Adriafer and the client is regulated by the following documents, in the order of priority:

- The client agreement relative to railway movement services and/or railway transport service;
- The present CG;
- The following documents in addition to the present CG:
 - "Price List for movement services of the Trieste Port";

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- “Purchasing Procedures for a complete train transport”;
- “Price list for Complete Train Transportation”.

In addition, the following can be consulted at www.adriafer.com:

GCU/CUU/AVV (General Contract for Use for Wagons/Contrat Uniforme d’Utilisation des wagons/ Allgemeiner Vertrag für die Verwendung von Güterwagen) current edition, where applicable;

Art. 4 - Excluded Goods

4.1 Adriafer does not accept for transport:

- a) Goods that due to their size, weight, or other reasons do not lend themselves to being transported;
- b) Goods whose transportation is prohibited by law or public bylaws
- c) Dangerous goods excluded by RID;

4.2 Similarly, Adriafer does not accept wagons whose contents correspond to the aforementioned specifications.

Art. 5 - Contract, register and ancillary fees charged to the client

Unless otherwise agreed upon, any contract and documentation authentication and registration fees will be charged to the client. Furthermore, any additional fees incurred in the execution of the contract will be charged to the client.

Art. 6 - Confidentiality

If during the negotiations or execution of the contract, proprietary and confidential information is disclosed, all parties agree not to further disseminate this information or use it for any other purposes other than for the reason it is being disclosed.

Art. 7 - Express termination clause

The carrier has the faculty to proceed to termination of the contract if the client fails to make two payments, even if non-consecutive.

Art. 8 - Methods of Payment

The client must make the payment for the carrier issued invoice within 30 days from the issuing date, by means of a wire transfer with a fixed value date for the beneficiary, into the bank account indicated in the client agreement.

For proper payment transmission, the client must issue bank wire transfers to one the following IBAN codes:

IBAN: IT 94 Y 08928 02200 010000045074 – BIC: CCRTIT2TV00 – ZKB – Opicina branch;

IBAN: IT 48 T 01030 02230 000004216455 – BIC: PASCITM1TST – MPS – Trieste branch.

In case of a late payment, interest will be paid to the carrier at the rate established by credit collection agencies.

Should an early payment be made for the transport services, the client must provide a proof of payment to the carrier.

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Art. 9 - Financial guarantees for transport

Financial guarantees are the client's responsibility, in respect of the obligations outlined in the complete train transport contract and governed by the client agreement, and in absence of the "Price List for a complete train railway transport". Financial guarantees are the client's responsibility, in respect of the obligations outlined in the "movement service" transport contract and governed by the client agreement, and in absence of the "Price List for a railway movement service".

Art. 10 - Applicable Law and Court

- 10.1 The Italian law will be applied for all movement services and transports on national territory unless otherwise indicated in the client agreement.
- 10.2 Any controversy regarding the validity, interpretation, execution, and resolution of the contract will fall under the competence of the Tribunal of Trieste.
- 10.3 Arbitration is not allowed.

II) Railway Freight Framework

Art. 11 - Subject of the Contract

Adriafer provides the services outlined in the present CG at the rates outlined in the price list. Such services consist of Primary and/or Secondary Movement carried out by Adriafer in compliance with the client's request, who assumes custody and delivers the load in respect of good railway practices. Adriafer does not deliver, assume custody, or verify the suitability of the load for efficient and safe transit, pre-loading and securing of the goods.

Adriafer does not assume the obligations of transport, safekeeping, deposit of the goods loaded onto the wagons in transit on the railway premises in its authority. Adriafer will be responsible only for the proper execution of the railway movements requested by the client.

The following additional movements are purely circumstantial and will be provided exclusively at the explicit request by the client:

- Unhitching of the train engine
- Hitching of the train engine
- Mounting and removal of taillights
- Command of the engine movement

The services outlined in the present CG are subject to variations by Adriafer in methods of service rendering, prices, and other terms and conditions with a minimum notice of 30 days via certified electronic mail and posting on the company website.

Art. 12 - Planning – Mode of service execution and management

Service planning will occur in accordance with the processes and timelines outlined in the Organizational and Technical Manual established each time by the involved parties before the start of the service. Should

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such manual not be established, the following terms will apply: by 12 p.m. on the Wednesday of the week prior to service rendering.

The procedures and timelines of pickup and delivery of the rolling stock will be agreed upon in accordance with the train schedule.

Art. 13 - Responsibilities of the parties

Adriafer and the Client have the reciprocal duty do collaborate and communicate the required information to the extent of fulfilling their obligations and operations under their competence.

Art. 14 - Adriafer's responsibility

Adriafer is responsible for the loss or damage only to the wagon, at the exclusion of the goods contained therein, within the limits of the wagon value.

Should the client and Adriafer agree that the latter assumes the custody and guarding of the goods, Adriafer's responsibility will be within the boundaries of the specific written contract. Such responsibility cannot exceed the time between the handing over of the goods and the wagons into Adriafer's custody and the moment they are handed over to the client. Such responsibility will be expressly excluded should the client gain access to the goods and the wagons.

The normal method used for determining weight is dynamic weighing, and the client recognizes the intrinsic imprecision of this method and the existence of a customary margin of tolerance, which is indicated. It is possible to use the static weighing method at Adriafer's discretion.

If obstacles do not persist, Adriafer will position the wagons at the loading/unloading point. Obstacles can be represented by weather conditions such that safety of the operation is compromised, and they are assessed by the operation manager, whose decision in the matter is incontestable. In this and other cases of force majeure, Adriafer will not be subject to charges for failure to perform a service.

Every responsibility by Adriafer is extinguished with a pickup without shipping limitations by the client or a business partner, or a port terminal operator or their representatives at the gate.

Art. 15 - Client's responsibility

The client assumes the following responsibilities upon requesting a service:

1. Accuracy and completeness of the provided data and information
2. Adequate packing, fastening, and stowage of the goods, seal closure application, as well as its marking at the time of service request;
3. Correct completion of all the documents required by law in reference to customs, health, environment, administration, safety, etc.

Adriafer can verify the accuracy of the information provided in the Client's service application form. In case of an irregularity, Adriafer reserves the right to decline the service request.

The client guarantees to Adriafer that the goods are adequate for storage, movement, and transport by railway services, to the effect of the services stipulated in these General Conditions.

The wagons will be assembled, at delivery and pickup, in accordance with the instructions received by the client.

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The client remains responsible for any damage to safety and proper execution of service that might occur during a wagon stopover, as well as any expense that Adriafer might incur for possible removal of the wagon. Adriafer executes railway movements requested by the client, who will be the consignee and the guardian of the railway wagons and loading equipment, without receiving, assuming custody, or performing inspections of suitability of such materials and loading equipment. As Adriafer is neither the consignee nor the guardian of the railway wagons or the loading equipment, it will never therefore be liable for any damages or shortages of the railway wagons and loading equipment.

Subject to the provisions in Art. 9 of the present CG, the client must communicate to Adriafer all the relative information regarding the goods, with particular attention to their nature and quality, by completing in full a service request.

The client, as part of the commitment to their own clients, suppliers, and third parties, must guarantee the release of all provisions established by laws and regulations relative to the type of goods to be transported. Adriafer can condition service execution in compliance with the obligation on behalf of the client, and provide written proof of an existing suitable insurance at the time of service, which covers all risks inherent to the type of freight to move. In particular, if the goods' value exceeds €1,000, the client will have to stipulate an insurance policy containing express relinquishment of the right for compensation against Adriafer by the insurer for the portion exceeding the aforementioned value.

In case of dangerous goods, such as they are defined and classified by the European Agreement relative to international transport of dangerous goods by rail (RID), and successive amendments and integrations, it is the client's responsibility to indicate the exact name of the goods on the service request and to provide Adriafer with a copy of the safety sheet and other necessary documents with a 7 days notice in order to let Adriafer organize the service.

Notwithstanding the foregoing, Adriafer reserves the right to refuse the service. Dangerous goods will not be accepted, whose exclusion is mandated by RID, nor goods for which freight is prohibited by law or public order measures. The client will release Adriafer from all liability originating from failure to comply with the present guarantees. Any damages originating from noncompliance of the present dispositions will be charged to the client, who is liable for all damages, direct or indirect, caused by failure to fulfill the incumbent obligations.

Art. 16 - Compensation – Terms and methods of payment

Unless otherwise outlined in the written agreement, services will be paid for in the amount outlined by the price list, and the payment must be made via bank wire transfer upon issuing of the invoice.

III) Railway transport of goods framework

Art. 17 - Waybills (LDV)

17.1 General information

17.1.1 In accordance with the points outlined in succeeding paragraphs 17.1.4 and 17.1.6, and integrated with Art. 6 and 7 of the CIM Uniform Rules, the waybill (LDV) must be created in the electronic format by the sender, by and no later than the HLR defined by the client agreement. Should the HLR

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not be outlined, the deadline is the time of handing over of the goods. The LDV must be emailed to the following e-mail addresses: salaoperativa.adriafer@adriafer.com; formatoriadriafer@adriafer.com.

17.1.2 The LDV must be submitted by the sender for all transports.

The LDV can refer to more than one wagon, on the condition that it is submitted by a single sender to a single recipient. Should that be the case, the wagons must be loaded and made available in the same railway facility, and destined to a single arrival facility.

In addition, the sender must complete a Bill of Materials for the wagons in accordance with Annex 5 of the “Guida alla LDV-CIM”, LDV-CIM Guide of the international Transportation Committee – CIT (in reference to Part B – Par. 4 of the “Guide Lettre de Voiture CIM”. www.cit-rail.org). Other information requested by the carrier will also have to be included.

The use of a single LDV for multiple wagons must be authorized in advance by all the railway businesses involved in the transport.

17.1.3 The sender is responsible for the submitted information, including those relative to the nature of the goods, type of packing materials, quantity, brands, number of units, as well as overall gross weight of the freight.

17.1.4 Should the qualifying electronic signature be missing as per the agreed upon procedure with the carrier, despite the electronic submission of data, the sender must arrange for undersigning and submission of a paper copy of the original LDV.

17.1.5 Should there be a specific law or an agreement between the client and carrier requiring a specific LDV for each wagon in a convoy or a group of wagons, each LDV must reference the whole freight.

17.1.6 In the event that the sender uses a paper format LDV for contractual or other specific reasons, compiled in compliance with the uniform model published on the carrier’s website and to be submitted to Freight Handling prior to loading, the carrier reserves the right to charge the sender for any additional costs incurred due to the relative conversion into an electronic LDV. These costs are determined based on the “Price List for Complete Train Transport, unless agreed upon otherwise

17.2 Waybill structure and features

17.2.1 For transport carried out by the carrier, the uniform model LDV must be used. It is available on Annex 3 of the CU.

For transport carried out in Italy by more than one carrier, by virtue of the present agreement or involving stationing by road transport, the carrier may establish specific LDVs.

17.2.2 A duplicate paper copy of the LDV is not issued under the clause “at order”.

17.3 Filling out a waybill (LDV)

17.3.1 The LDV the sender must be filled out by the sender in accordance with the described instructions and processes, and compliant with Art. 7 of the CIM Uniform Rules in the “CIM Waybill Guide” of the CIT.

Should there be discrepancies between the different versions of the waybill, the following will apply:

- The last version submitted electronically by the client and the carrier, relative to their own data, each certified by a qualifying electronic signature.

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- The original version in case a paper LDV is used

17.4 Attachments to the waybill (LDV)

As a supplement to Art. 15 of the CIM Uniform Rules, documents attached to the LDV must be relevant solely to the goods indicated on the waybill, and must have a functional purpose in the execution of the transport service.

The carrier is not responsible for any other attachments to the waybill, except for those indicated in the previous paragraph.

Transport documents required by law to be drafted in paper form, must be handed in to the carrier by the sender by and no later than the HLR established in the client agreement, or if not specified, the deadline is at the time the goods are handed over to the carrier.

17.5 Acceptance of Transport – incomplete or inaccurate statements on the waybill (LDV)

17.5.1 Transport is considered accepted by the carrier when the conditions below are wholly fulfilled:

- a. The sender has presented the waybill and any attachments to the carrier by the mutually agreed upon process and place, and has handed over the goods.
- b. The carrier has verified:
 1. The waybill contents and its compliance with the conditions established in the client agreement.
 2. Load conditions and safety pass visual inspection.

The inspection referenced in 17.5.1 b. has observational value for the purpose of load acceptance by the carrier and assessment that it is safe for use, and poses no limitation on the sender's responsibility for any damage caused to the carrier, the good, or third parties, deriving from the load's overall noncompliance with the required conditions of use.

The carrier has the right to refuse transport should it not satisfy even a single aforementioned condition.

In case of a refusal, the client is held liable for any expenses incurred by the carrier.

In all situations in which the goods are stowed in wagons, containers, semi-trailers, or mobile boxes by the sender or the client, the waybills represents the receiving of wagons, containers, semi-trailers or mobile boxes.

17.5.2 The carrier has the right to proceed with weight verifications, quantities, the nature and state of the loaded goods, even during transport. These verifications are communicated in a report.

Should these verifications not occur, this does not constitute a removal of responsibility of the sender to declare complete and accurate information.

17.5.3 In all cases of incomplete and inaccurate declarations in the waybill, the sender will be held liable for compensating the carrier in accordance with Art. 8 of the CIM Uniform Rules.

Art. 18 - Wagons used for transport

Wagons used for transport must be made available to the client.

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18.1 Wagons at the client's disposal

- 18.1.1 The client is obligated to make available wagons for which the holder has complied with GCU/CUU/AVV, or rather, the carrier and the holder have formed an agreement that guarantees the same conditions prescribed by GCU/CUU/AVV.
Should the client use a holder that does not comply with GCU/CUU/AVV, it is required to provide a copy of the valid agreements with the same holder or verification by the carrier to ascertain compliance with GCU/CUU/AVV.
The wagons made available must be:
- Marked TEN or RIV or RIV-TEN
 - Compliant with RID should they be designated to dangerous goods transport
 - Authorized for service by a national safety authority, or as regulated by Art. 7 of the GCU/CUU/AVV, an equivalent authorized body
 - Allowed to transit on all lines for which train traffic is scheduled
 - Compliant with the maintenance program provided at technical acceptance
- 18.1.2 The carrier will not accept any wagons belonging to a class and type the same carrier has excluded from its trains following a safety alert issued by ANSF and railway safety authorities of the EU Member States and Switzerland; or following restrictive and cautionary measures adopted for own vehicles based on returns from service, in order to guarantee railway transport safety in areas of own competence.
- 18.1.3 Based on the agreements between parties, in case of wagons made available by the client for transport, it must be communicated in advance to the “subject charged with operational management of vehicles” indicated by the carrier, for every wagon of goods:
- Type of vehicle used
 - Subject responsible for maintenance (SRM) compliant with EU Regulation 445/2011
 - The holder, associated with the National Vehicle Registry of an EU member state or Switzerland, or a COTIF founding state
 - List of authorized maintenance shops
- Furthermore, the client must provide the following proof to Adriafer's “subject charged with operational management of vehicles”:
- a) Adequacy of the wagon features, as well as the implemented maintenance plans, for the intended service
 - b) Adoption of measures established by the ERA task force in the area of freight wagon maintenance (EVIC and EWT inspections), and contained in the “Final Report on the activities of the Task Force Freight Wagon Maintenance” published on the ERA website www.era.europa.eu
 - c) Adoption by the Holder/SRM of the pertinent preventative measures in case of a safety alert put out by national safety authorities, or in case of restrictive and preventative measures adopted by Adriafer for its own vehicles.
 - d) Exclusive use of certified maintenance shops in accordance with EU Reg. 445/2011
 - e) Having qualified maintenance personnel operating in Italy in accordance with ANSF Decree no. 4/2012
 - f) Having qualified personnel performing non-destructive checks (CND) operating in Italy in accordance with ANSF Guidelines no. 2/2012
- 18.1.4 The carrier verifies by means of a third party service that the wagons are compliant for transport prior to accepting the freight.

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The carrier performs a technical check (in accordance with Art. 7 Railway Transit Regulation issued through the above mentioned ANSF Decree no. 4/2012) prior to releasing it for transit on the infrastructure.

The inspection is relevant to safety authorities for assembled train vehicles, as well as freight, registry and respect of wagon capacity and maximum profiles.

For technical inspection visits, the carrier applies its own safety procedures and what is established in the Uniform Contract of Use (GCU/CUU/AVV), especially in Appendix 9.

Should a wagon be considered suitable for freight, that cannot make the carrier liable, except when damage occurs by a safety flaw of the railway service, and the client believes that it existed and was manifested at the time of the inspection itself.

18.1.5 Freight wagons carrying, or that have carried dangerous goods, are conditionally accepted and in accordance with the laws and regulations in effect (such as RID).

18.1.6 Should there be any parking of empty freight wagons that are not immediately reused for a new freight after goods unloading, or those that require blocking due to damage, are regulated by special agreements between the client and the manager of the goods in question.

If the client is at fault, the carrier will provide parking for the disused freight wagons and will charge the client based on the "Price List for Complete Train Railway Freight".

The client remains liable for any damage that the parking may cause to the wagon in terms of safety and operation, as well as any expense incurred by the carrier due to possible removal of the wagon.

18.1.7 In accordance with Art. 1456 of the civil code, the carrier has the right to terminate the contract should the wagons provided by the client not satisfy the conditions and requirements of the present article.

Art. 19 - Container transport

19.1 Should the freight consist of containerised goods, the freight containers must be supplied by the client.

19.2 The carrier is not liable for damage or shortages of the stowed contents, and the client will not hold the carrier liable for any damage, loss, expense, fees, or responsibilities should the carrier incur damages, shortages, expenses, fees, or loss for reasons not attributable to the carrier, such as but not limited to:

- a) The way of stowing the goods inside the container; or
- b) Insusceptibility of the goods to containerized freight; or
- c) Inadequate container or poor container conditions; or
- d) Erroneous setup of equipment, such as thermostats, ventilation, or any other features or controlled atmosphere with which the container is equipped.

19.3 The sender is responsible for the stowing of the goods inside the container and seal application on each container handed in to the carrier.

19.4 The aforementioned dispositions are applied to freight containing semi-trailers and mobile boxes.

Art. 20 - Terms of delivery – end of transport procedures

20.1 Terms of delivery

20.1.1 Terms of delivery of the freight are outlined in the client agreement.

In the absence of an agreement, dispositions from Art. 16 of the CIM Uniform Rules are applied.

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The client agreement determines possible penalties for a late freight delivery, depending on the facts and extent of the carrier's fault. In the absence of an agreement, the CIM Uniform Rules of Art. 33 are applied.

20.1.2 The terms of delivery are considered suspended during:

- execution of formalities by Public Safety authorities
- execution of additional orders by the sender in accordance with CIM Uniform Rules, and to carry out services required to preserve the goods
- in case of obstacles to transit or delivery

20.1.3 The terms of delivery are considered fulfilled when the freight has been made available to the recipient within the time frame established by the terms and the client agreement, or defined by the present article of the CG.

20.2 Notification of arrival of goods – recipient's rights

20.2.1 The freight is considered made available to the recipient when the carrier has deposited the goods in a place mutually agreed upon with the client and has issued a notice of freight arrival. The recipient is authorized to pick up the goods upon payment of any additional transport fees, and the carrier is authorized to issue the invoice for the freight service provided.

20.2.2 Should the recipient be unavailable to retrieve the goods when they are made available, the freight will still be considered as "available", with the issuing of the arrival notice, subject to Art. 17 2 of the CIM Uniform Rules.

Should the recipient fail to complete the unloading of the freight and return the wagons to the carrier within the contractually defined time frame for reasons attributable to the recipient, penalties will be applied if established by the client agreement. In their absence, "PRICE LIST for Complete Train Transport" will apply referencing encumbrance, in which case additional fees will apply to the carrier for such non-compliance.

Art. 21 - Loading and Unloading – Fulfilment of accepting the transport

21.1 Responsibility of loading and unloading

21.1.1 In addition to the provisions of Art. 13 of the CIM Uniform Rules and subject to any other contractual provision included in the client agreement, the following applies:

- loading and unloading occur under the sender/recipient responsibility, as per procedures outlined by the dispositions of the Loading Norms in effect, or based on the loading/unloading instructions provided by the carrier.
- loads are subject to maximum load limits, with a uniform distribution between the loading surface and wagon axles in such a way as to guarantee safety with respect to irregular movement of the load and the longitudinal and/or diagonal center of gravity during transit; profile limits apply to uncovered wagons.
- for road transportation, the sender must issue a written declaration prior to transport, in order to avoid maximum profile exceedance of the load, and or accidental openings;

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- the sender/recipient is responsible for the safeguarding of the goods and the wagons/vehicles during loading/unloading.

If needed, the sender/recipient will ask the carrier for loading/unloading instructions.

The safeguarding obligations fall under the carrier's responsibility exclusively:

- when the goods and the wagons/vehicles have been handed over to the carrier and the sender/client no longer has access to them;
- during the preparatory phase for unloading, from the expiration of the terms of freight pickup

21.1.2 The sender is responsible for completing the load and handing it over to the carrier (LDV included) by within the HLR specified in the client agreement.

Should the HLR be exceeded, penalties established in the client agreement will be applied. If such penalties are not defined by the client agreement, the expenses and damages incurred by the carrier will be compensated by the client.

21.2 Seals

Prior to any shipment, the sender must apply seals to closed wagons in accordance with the specifications as per Appendix 1 of the "Freight Transport Guide" of the VIT (GTM-CIT). "Checklist for Sealing Wagons. Photographs, and explanatory notes to facilitate the sealing of wagons and UTI (www.cit-rail.or), the version in effect at the time of freight acceptance, when that is required by law, by EU norms, or it is established in the client agreement.

The minimum technical requirements of the standard seals are described in the in Form UIC 426. Should the client apply higher quality seals (such as those used for ocean freight, ref. ISO 17712, bolt seal), additional standardized seals will not be required. The client must apply seals to covered intermodal freight units after loading. The type, brand and number of seals must be indicated on the LDV by the client (CIM Art. 7, par. 2, line h).

Unless otherwise stated in a written agreement, the carrier is not responsible to apply a missing seal or replace a broken one. Should the carrier be expected to apply seals for any reason, the client may be subject to payment of the relative costs. Art. 8 s 1 from CIM Uniform Rules applies in case of missing or erroneous statements on the LDV relative to seals.

Should the carrier observe upon freight acceptance or during transport missing, faulty, or noncompliant seals, requirements as per "Freight Transport Guide" of the CIT (GTM-CIT), current edition in effect, will apply, and the client will be liable for any costs and fees incurred as stated above (www.cit-rail.or).

Under no circumstances will the carrier be liable for damages, damage to the goods, and anything else that may be expected from the carrier, even by third parties, in terms of seal non-conformances that were not observed during regular due diligence. The freight sender will be liable for such nonconformances.

21.3 Verifications by the carrier

The carrier has the right to check the load at any time, the loading procedures, adherence to loading instructions, compliance of the load with the LDV information, and any defects or damages.

Such checks do not constitute any assumption of responsibility in the matter by the carrier.

It remains that the sender/recipient assumes all responsibility regarding railway operations safety, and any damages or prejudice that the carrier or a third party (including personnel and agents of the sender/recipient),

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or the load (goods) itself, can be subjected to in connection with defects and omissions of the loading and unloading operations; as well as failure to follow the carrier's instructions, exonerating the carrier from any compensation requests for freight or other damages by third parties, also indirect, occurring during transport and originating from an erroneous or flawed procedure of loading or insurance.

Should the carrier's inspections upon freight acceptance show failure to respect maximum load limits for the wagon or transit lines used for the transport, it is necessary to proceed to regularisation by transloading the freight of the non-compliant load onto another wagon. If the inspection is carried out at departure, regularisation must be arranged by the sender, otherwise the operation is carried out at the sender's expense. In case of unsuitable infrastructure, wagons or other, regularisation cannot take place, the carrier will have to refuse the freight without application of any penalty or contractual responsibility.

Art. 22 - Responsibility of the client and the carrier

The client/sender is liable for all damage incurred by the carrier or third parties and deriving from the sender's errors, non-compliances and omissions, as well as of its collaborators, personnel, agents, and/or subcontractors in a direct contractual relationship with the sender. The carrier's responsibility is defined within the sole limits of the CIM Uniform Rules – Title III and of the GCU/CUU/AVV, for national and international freight. The carrier is not liable for any indirect, consequential and/or simply moral damage, including the loss of a possible profit or loss of sales. Furthermore, the carrier is not responsible for damages of any nature originating from unforeseen events that cannot be attributed to the carrier, and whose consequences are inevitable, such as: war, protest, sabotage, natural disasters, frost, explosions, fires, boycotts, labour strikes, lockouts, workplace coups, traffic interruptions on the railway infrastructure, disruptions in electrical energy supply, route schedule cancellation by the infrastructure manager and similar (cases of "force majeure").

In any "force majeure" case, the carrier reserves the right to suspend (wholly or partially) the execution of the contract for the duration of the force majeure. Unless stipulated otherwise in the client agreement, the client/sender is obligated to stipulate adequate insurance coverage against liability for damages originating from transport.

Art. 23 - Train cancellations

The client agreement and the relative appendices determine any penalty charged to the parties, in case of a cancellation or failure to execute transport, for reasons attributable to one of the parties.

Art. 24 - Customs procedures

The sender is responsible for the creation and presentation of customs documents that might be required for the freight, in accordance with the relative laws in effect. The sender will be liable for any damages originating from the failure to fulfill the formalities outlined in this article, and will compensate the carrier for any incurred expenses, damages, and prejudices due to this failure. Provisions from Art. 15 of the CIM Uniform Rules will apply.

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Art. 25 - Ancillary services

Further ancillary services can be agreed upon between the client and the carrier in accordance with the conditions defined in the client agreement or with separate written agreements.

Art. 26 - Dangerous goods

Shipments containing dangerous goods are allowed on the freight with restrictions and conditions established by laws and guidelines, namely the RID – regulation concerning international transport of dangerous goods – Appendix C of the COTIF 1999. Instructions and elements necessary to fulfill the aforementioned dispositions are provided in the executory contract documents (e.g. LDV).

The carrier is not required to guarantee that such information is accurate or sufficient. Art.9 of the CIM Uniform Rules will apply.

It remains that the sender will compensate the carrier for any damage, expense, and prejudice that the carrier might be subjected to due to non-compliance of the imminent obligations in accordance with the current laws in effect relative to railway transport of dangerous goods. The sender commits to protecting the carrier from any such expectation by third parties.

In any case, transport of dangerous goods may be carried out only as follows:

- Upon inspection that the sender/recipient are on the national SMT list, and captured in the Network Information Databank and SMT lists used by Adriafer
- Completed verification of the admissibility of the freight based on the RID and any traffic exemptions and restrictions
- Upon verification that the dangerous goods are part of those permitted to transit by the national SMT of the sender/recipient
- scheduling freight with minimal stopovers
- “obstacle-free” receiving by the recipient relative to the expected freight arrival

Art. 27 - Transport service. Deferral of documents “procedures for carrying out complete train transport” and “PRICE LIST for complete train transport”

The operational and executive procedures of transport are defined and outlined in the supplemental documents named “procedures for carrying out complete train transport”, published on the website www.adriafer.com, and they are an integral and substantial part of the present CG.

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