

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

2022 GENERAL TERMS AND CONDITIONS – PRICE LIST for Complete Train Railway Transportation at Trieste Hub



Registered Office:

PUNTO FRANCO NUOVO

MAG. 53 snc

34123 TRIESTE

P.I. 01033440320

+39 040 673 2511

+39 040 673 2323

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 GDPR EU 679/2016, 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.

Compensation for railway goods transportation

Paragraph 1 - Transportation payments

Payment amounts for transportation are determined according to the customer agreement. Should that not be possible, the following rates apply for a minimum distance of 50 km:

TYPE OF TRANSPORT	AMOUNT €
Complete train	50.00 TRAIN/KM

Paragraph 2 - Payments and Guarantees

2.1 Guarantees

Unless otherwise contractually stipulated, the client must provide a bank guarantee to the carrier in the amount of not less than 3/12 (three twelfths) of the contract value plus applicable VAT. The bank guarantee must be issued by either a bank or a primary insurance institution and subject to carrier authorization.

The purpose of the deposit is to guarantee proper adherence to all contractual obligations and compensation of damages in the event of non-fulfillment of the aforementioned obligations, as well as to ensure compensation for any outstanding amounts by the client to the transport provider.

The carrier still reserves the right to take action to obtain compensation in the event of major damage incurred due to the client's non-compliance.

The amount of the guarantee is determined by a previously established transport schedule and agreed upon the closing of the contract.

Should the client and the transport provider agree on further transport schedules, the amount of the guarantee will have to be adjusted to match the 3/12 (three twelfths) minimum of the estimated total of each successive transport schedule.

In the event that the client fails to extend the guarantee, Adriafer Srl will have the right to refuse the additional service requested.

The guarantee needs to provide explicitly:

- relinquish the benefit of enforcement of the main borrower;
- relinquish the option of letting the terms expire as per Art. 1957 of the civil code;
- its coming into effect within fifteen days upon a simple written request by the carrier.

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As per the present article, the guarantee will be reinstated upon expiration of the client agreement, by means of communicating the release of the same guarantee by the carrier.

Under no circumstance will the guarantee be reinstated prior to establishing any disputes inherent to the execution of the contract.

The carrier reserves the right to waive any clause of the present article.

Specifically, the carrier always reserves the right to include in the client agreement obligations for the client to stipulate and provide further and greater guarantees, as well as provide a longer duration of those guarantees, when deemed opportune relative to the features, size, and complexity of the services requested therein.

2.2 Payments

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

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 – branch of Opicina;

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

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.

Compensation for Various Services

Paragraph 1 - Creation of an electronic LDV - Release

For the creation of an electronic LDV on the basis of the information provided by the sender, or rather for the release, if carried out by the receiver in a non-electronic form, the compensation issued to the carrier will be €25.00 (twenty five euros).

Paragraph 2 - Parking

In the event of parking during transport for reasons that are not attributable to the carrier, the same carrier is charged a daily rate of €60.00 (sixty euros) per wagon.

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Paragraph 3 – Parking Penalties

Penalty per wagon/day:

On the platform:	at the carrier's disposal
Wagon at the disposal:	by the client
Per day:	
2-axled	€60.00
4-axled	€60.00
> 4 axles	€60.00

The above mentioned penalties apply to each wagon for an indivisible 24-solar-hour period.

Paragraph 4 - Operational obstacles at receiving of wagons for loading/unloading by sender/receiver

In the event of an encumbrance, the carrier reserves the right to charge €60.00 (sixty euros) per day for each wagon awaiting to be handed over for the entire duration of the circumstance.

Paragraph 5 - Price of issuing a TES/TEM authorization

Type of special transport	No. of relevant RFI compartments	Unitary cost per TE/TEM/ES
TES Transportation exceeding loading gauge with equipment for load movement	1	€1,000.00
TEM Transport exceeding mass	1	€500.00

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