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## General Conditions

### (Procedures for carrying out complete train transport)

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Registered with the Register of Companies of Venezia Giulia under registration no./fiscal code/VAT number 01033440320 Share capital Euro 1.500.000,00 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](http://www.adriafer.com).



## **COMPLETE TRAIN TRANSPORT PURCHASING CONDITIONS**

### **Article 1 Terms for scheduling transport**

In case of multiyear contracts or annual contract renewals, the client is required to present a schedule request for the following year by November 1<sup>st</sup> of the prior year.

### **Article 2 Late departure**

If the departure schedule cannot be fulfilled due to the carrier, the carrier may decide whether to carry out the transport service. Should the carrier decide not to carry out the service, penalties for service cancellation will be applied as per client contract. If the carrier decides to carry out the transport service, the departure may be rescheduled follows:

- a) Within 23 hours and 59 minutes, in which case no communication to the client is required. The transport is subject to quality criteria established in the client agreement, namely by the CG due to exceeding of the terms of transit time.
- b) Other than the terms described in a), the carrier will send a written communication to the client stating the date and time of forwarding, asking for a formal confirmation by the client to carry out the transport.
- b.1) Should the client accept this option, the quality terms established in the client agreement will apply, namely by the CG due to exceeding of the terms of transit times.
- b.2) Should the client refuse this option, the transport document (LDV) will be annulled and the goods will be handed back to the sender for the next wagon offloading at the responsibility and expense of the same sender.

Should the transport service not be carried out, the responsible party is subject to penalties established by the client agreement.

In the event that the departure schedule cannot be respected due to the sender, the train will be cancelled as a consequence, and cancellation penalties will be applied as per client agreement. If the carrier decides to carry out the transport service despite the delay, a surcharge will be applied for extraordinary transport, if included in the agreement. In this case, the carrier will not be subject to quality clauses as established by the client agreement, namely as indicated in the agreement due to exceeding of the terms of transit time.

## **SPECIAL TRANSPORT**

### **Article 3 Technical Specifications**

The *special transport* product corresponds to one of the following types:

- a) **Mass exceedance (TEM)**, such that it reaches an axial mass that exceeds the maximum allowed on any one of the relevant lines of transit.
- b) **Profile limit exceedance (TES)**, corresponding to transport with a profile greater than the maximum allowed on any one of the relevant lines of transit.
- c) **Non-registered rolling stock (TE)**, such that it will be considered as goods transiting on their own wheels.
- d) **Goods exceeding the length of 36 meters.**

All transport requiring special precautions due to railway safety measures will be considered under the *Special Transport* category.

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#### **Article 4 Transit Authorization**

4.1 Should Special Transport products require a transit authorization, it is the carrier's responsibility, upon the client's request, to apply to the infrastructure manager involved in the transport. Once the authorization is released, the applicant is responsible for compensating the carrier for the cost of application charged by the infrastructure manager, as indicated in Paragraph 8 Part II of the Price List.

4.2 The above mentioned authorization outlines obligations and subjects of practice that apply to transport in order to guarantee its transit on the national and/or international railway network, as well as the period of validity.

In the defined period of validity, the client can carry out a number of transports, as long as they satisfy the requirements of the issued authorization.

#### **Article 5 Ancillary Services**

Notwithstanding Art 15 of the CG, the client is responsible for all costs incurred by the carrier and considered necessary for proper execution of the transport service, such as and not limited to: specialized personal escort, on-line work such as dismantling low signs, elevating of contact lines, moving of signs, support cars.

### **GENERAL REGULATIONS**

#### **Article 6 Holidays and suspensions**

During the definition of the client agreement, the carrier and the client can agree on the suspensions/reductions of transport during the Christmas holidays, summer vacations, and other festivities in the calendar; such modifications will be inserted into the schedule.

The carrier can decide on any other suspensions/reductions in the aforementioned periods: such suspensions will be communicated to the client at least 15 (fifteen) days in advance.

#### **Article 7 Loading/transport pickup/unloading**

Notwithstanding Art. 11 of the CG and in absence of any other agreement between parties, the following is applied:

##### Loading

With the exception of special prior agreements, the sender has 4 hours at their disposal to perform loading operations of the goods.

The validity of the terms begins with the date and time of the empty wagon supplied by the carrier (or the client). It ends at the moment the sender declares to have completed the loading and the load is available to the carrier at the pickup point, and after the LDV has been duly filled out by all the required parties.

##### Transport Pickup

The receiver has 4 hours to pick up the transport from the time the wagons are handed in.

##### Unloading and Return of Empties

With the exception of special prior agreements, the receiver has 4 hours to complete the unloading of the goods and return the wagon(s), empty and clean.

##### Wagon Sealing

In the case of covered wagons, iron cisterns, tank containers, and UTIs, the sender will provide at own expense the closure and sealing of the wagons. In case of missing or tampered seals, the carrier will advise the sender of the irregularity and will arrange the sealing of the wagons. The cost of this operation will be charged to the sender.

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### **Article 8 Overloading**

Should there be confirmed overloading, the sender will compensate the carrier for both the transshipment costs and consequently, the difference between the original price of the railway transport and the price of the new transport arrangement.

Furthermore, the sender is charged a penalty of 50% (fifty percent) of the cost of the new transport.

### **Article 9 Scrap Metal**

Should the client transport scrap metal, classifiable as a “byproduct” according to section 1., Art. 184 bis Lgs. Dcr .152/2006, and ss. mm. ii., it is mandatory to respect the following:

- Hand in a copy of the commercial/contractual documentation to Adriafer s.r.l. that shows a direct and continuous relationship between the producer and the user from the creation of the product.
- Indicate in the LDV the following wording: “Scrap metal, CECA specification.... – Byproduct in accordance with Art 184 bis of the LGs, Dcr. 152/06 and ss.mm.ii.”.

### **Article 10 Customs Procedures**

The sender must identify on the LDV the place and subject of the customs processing. Should the customs procedures performed during transport not be concurrent with the customs operations, they can be performed by the carrier.

The carrier has the right to assist with the customs operations and procedures performed during transport by the sender, or by the receiver, or an indicated third party.

Following the receipt of the Goods Arrival Notification, the receiver will be able to perform the customs procedures with respect to the goods subject to customs inspection, under the carrier’s guarantee at a railway outlet that is not a customs office; alternatively, outside the railway facilities, by handing in a copy of the authorization or security clearance issued by an authorized customs office at a railway outlet. In this case, the sender must indicate on the transport documents the wording “Customs operations at destination –Authorization n. ....”

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