



## GENERAL CONDITIONS

## ART. 1 – SCOPE OF APPLICATION AND SUBJECTS These

General Conditions are applicable to contractual relationships relating to the assignment to BLL TRASPORTI SRL of transport assignments to be carried out within the national territory.

For the purposes of these conditions:

- a) BLL TRASPORTI SRL or also Courier means the road haulage company, registered in the National Register of Road Hauliers of goods on behalf of third parties and authorized to transport goods on behalf of third parties pursuant to art. 41 of law 298/74, which carries out groupage transport by grouping several lots and shipping with service between different locations, with technical stops for sorting and forwarding the goods, also in the capacity and function of a postal concessionaire. b) Sender means the natural or legal person who assigns the task and delivers the goods to

BLL TRASPORTI SRL. c) Recipient means the natural or legal person to whom the goods must be returned. d) Shipment means the quantity of goods

relating to a single shipment from a single place of departure to a single place of destination.

Any paper media not relevant to the specific assignment given to BLL TRASPORTI SRL, if not inserted inside the packages, by the Sender himself, will be subject to separate taxation according to the BLL TRASPORTI SRL price list in force at the time of shipment.

## ART. 2 – ASSUMPTION OF THE ASSIGNMENT

The assignment is deemed to have been undertaken by BLL TRASPORTI SRL under these General Conditions, as well as under the conditions, regulations and rules of companies or bodies, public or private, of any nationality whose services are requested by BLL TRASPORTI SRL by virtue of the assignment received. The rules that must be respected by the bodies or companies mentioned above also apply.

Unless otherwise provided by the Sender, BLL TRASPORTI SRL has the right to choose the routes to use, the means to implement, the modes of transport, the itineraries and the technical devices to be adopted for the execution of the assignment.

## ART. 3 – RIGHT OF WITHDRAWAL BLL

TRASPORTI SRL has the right to withdraw from the contract already concluded, if it becomes apparent that the goods delivered to it and possibly already accepted:

- a) is not provided with information, packaging labelling, documents in accordance with laws, regulations, administrative acts and conventions, including international ones, in force; b) by its nature does not allow for the normal performance of the task; c) may cause harm to people, animals or things; d) is subject to rapid deterioration or decomposition. In this case BLL TRASPORTI SRL has the right to return the goods to the sender or even, in case of imminent danger, to proceed with their destruction, the sender will be liable for the harmful consequences and expenses that may arise.

## ART. 4 – EXECUTION OF THE ASSIGNMENT

The assignments transmitted verbally or by telephone to BLL TRASPORTI SRL must be confirmed in writing by the sender. In particular, tasks ancillary to simple transport or mandatory delivery terms will bind BLL TRASPORTI SRL only if expressly accepted in writing by the Management of the BLL TRASPORTI SRL Branch.

The assignment is accepted by BLL TRASPORTI SRL to be carried out starting from the working day following the day on which the goods arrive.

## ART. 5 – SENDER'S OBLIGATIONS

The sender, upon conferring the assignment, has the obligation to provide for each recipient:

- a) the accompanying documents required by the regulatory provisions in force for goods subject to the excise and fiscal surveillance regime or to manufacturing taxes and, with particular regard to dangerous goods, all the relevant indications and their compatibility with the grouping (art. 6); b) all instructions and indications necessary for the exact and rapid execution of the task, in

particular: the number of packages, the weight expressed in kg, the tare weight of any tools referred to in the last paragraph of article 7; the volume expressed in cubic metres, the maximum overall dimensions of the goods, the recipient's address complete with postcode and province code, the sender's address complete with postcode and province code, the recipient's tax code in case of freight collect shipments; c) large, the department or person in charge of receiving; d) the instructions to be followed for the return of the goods while the Courier is in the warehouse; e) for shipments subject to the closing times and shifts of the recipient and, in the case of organizations or establishments a cheque, the express reference to the "order to cash on delivery", according to the methods set out in article 16 with the indication of the amount to be requested in figures and words; f) g)

the indication of the port (free or assigned), as provided for in article 21; the preventive postage of any envelopes and/or packages to be delivered to the recipient.

All the above instructions must be confirmed in written or electronic form.

## ART. 6 – DANGEROUS GOODS

BLL TRASPORTI SRL has the right not to accept dangerous goods. If dangerous goods are entrusted to it without the indications and documents required by national and international legislation, BLL TRASPORTI SRL will take action against the Sender

for any prejudices of any nature that may have arisen from the acceptance of the assignment.

## ART. 7 – PACKAGING The

sender must take care of the packaging of the goods in order to guarantee the regular completion of the loading, unloading and handling operations, as well as guarantee suitable prevention of loss or damage to the goods, damage to people, things and exercise material. Any damage that may result to the vehicle or the load from unsuitable packaging will be borne by the sender. The sender must ensure that the packages are carefully sealed with a suitable system to prevent their opening and to make the subsequent pre-packaging recognisable. In particular, neutral adhesive tape must not be used. The loading tools (pallets - walls - pallets - etc.) used by the sender are considered to all intents and purposes an integral part of the packaging of the goods and therefore the exclusive responsibility of the recipient. The relevant tare weight, to be indicated separately, is included for the purposes of determining the taxable weight of the shipment.

## ART. 8 – EXEMPTION FROM VECTOR LIABILITY With reference to articles.

5, 6 and 7 of these General Conditions and pursuant to articles. 1693, 1694 and 1695 CC the carrier is not responsible for the loss or damage of the things transported as a result of: a) failure to use suitable vehicles for the shipment of particular

goods, for which the sender has not highlighted the specific precautions to be taken; b) or of the recipient or of the persons acting in their name and on their behalf; c) quality of some

loading, unloading, handling of the goods carried out by the sender goods which, for reasons inherent to their nature, are subject to total or partial loss

or damage. By way of example and not exhaustively: due to breakage, rust, internal deterioration, drying, natural decline or action of rodent parasites and animals in general; d) quality of some goods for which certain conditions are required and have been presented for shipment in a manner different from that prescribed or with an incorrect

declaration or without compliance with the required safety standards; e) insufficiency or imperfection of brands and numbers of packages. Without prejudice to the provisions of the art. 3, BLL TRASPORTI SRL has the right to compensation for damages due to the sender's actions, reimbursement of expenses incurred and compensation for any fines or penalties.

## ART. 9 – CONTROLS BLL

TRASPORTI SRL has the right to check: A – THE

GROSS WEIGHT OF THE GOODS If the

gross weight ascertained by BLL TRASPORTI SRL is higher or lower than that indicated by the sender, the shipment will be: a) taxed at the price corresponding

to the actual weight ascertained; b) subject to a surcharge equal to 20% of the shipping price, without prejudice to the Courier's right of compensation against the sender for any damages, fines and/or penalties resulting from the incorrect indication.

B– THE VOLUME OF THE

PACKAGES If the indicated volume of the goods is lower than the ratio provided in the "Fees and Rates" annex, the weight resulting therein will be applied.

C– OVERALL MEASUREMENTS OF THE GOODS If the

overall dimensions ascertained by BLL TRASPORTI SRL are greater than those indicated by the sender, the shipment will be: a) taxed for the actual ascertained overall dimensions; b) subject to a surcharge, without prejudice to the Courier's right of compensation against the sender for any damages, fines and/or penalties resulting from the incorrect indication.

BLL TRASPORTI SRL also has the right to verify, using suitable instruments, the organoleptic state and temperature of the goods at the time of loading, placing the relevant reserves, if necessary.

## ART. 10 – RIGHT OF COUNTER-ORDER Any

provisions of the sender regarding the change of the place of destination, of the recipient and in general of the exercise of the right of counter-order will be observed by BLL TRASPORTI SRL only if given in writing and upon presentation of the duplicate of the consignment note, if requested at the time, and in any case only if the requested modification is still feasible. BLL TRASPORTI SRL must in any case be reimbursed for all expenses incurred following the counter-order and the powers indicated in the "Rights and Rates" annex must be recognized. The order to keep the goods available to a third party can no longer be modified from the moment in which BLL TRASPORTI SRL has notified the original recipient that the goods are at his disposal.

## ART. 11 – COLLECTIONS AND

DELIVERIES The acceptance and return of the goods to the Courier's premises by the Courier's staff determine the initial and final phases of the execution of the contract respectively.

The collection and/or delivery of the goods at home must be agreed in advance and is intended to be carried out by truck at the sender's or recipient's house number or in a different location indicated in the contract. In particular, the collection order does not have the value of a receipt. For loading and unloading, collections and returns carried out with methods that make exceptional and accessory services to those indicated in the previous paragraph indispensable, a fee to be assessed depending on the amount will be due respectively from the sender to the recipient, unless otherwise agreed. of the performance.



#### ART. 12 – LOADING AND UNLOADING TIMES UPON COLLECTION AND REDELIVERY A DOMICILE

The sender and the recipient must carry out the loading and unloading operations upon collection and/or delivery to the home within the time strictly necessary to carry out the operation, having regard to the quantity and nature of the goods; these operations must begin as soon as the vehicle is placed at their disposal. The sender is therefore required to prepare the goods and documents before the vehicle is made available by the Courier. At the request of the Courier staff, the user must indicate on the shipping documents the period in which the vehicle remained at his disposal, as well as the actual duration of the loading and unloading operations. For waiting and parking times, BLL TRASPORTI SRL is entitled to the additional surcharge provided for in the "Fees and Fees" annex.

If waiting or staying at the user's premises jeopardizes the continuity and planning of subsequent services, BLL TRASPORTI SRL has the right to postpone the operation to a specific day reserved for said tasks without prejudice to the services to be provided to other users, unless, otherwise, the right to request, in addition to the normal fees, any damages, as well as the charge for extraordinary parking imposed by the user.

#### ART. 13 – SERVICE HOURS FOR COLLECTION AND RETURNS OPERATIONS

The collection and return services are normally carried out from 8 am to 6 pm, unless different local uses. The midday interruption follows local customs. The home collection and delivery service does not take place: a) on Saturdays and Sundays; b) on public holidays during the week; c) during the holiday closure period established by the category; d) on the days and times in which circulation is prohibited by administrative provision

on urban and/or extra-urban roads;

e) on days when by local custom or by order of the Public Administration, warehouses and/or offices, shops and companies remain closed.

The services strictly requested for established times are considered special services and subject to tariff adjustment as provided in the "Rights and Rates" annex and will not bind BLL TRASPORTI SRL unless subject to written acceptance by the Branch Management pursuant to art. 4.

Acceptance by the recipient of things shipped after the times indicated by the sender removes any interest and/or legitimacy of the sender in the redelivery.

#### ART. 14 – DELIVERY TERMS

The return of the goods to their destination takes place within the terms necessary for the execution of the shipment according to criteria of normal diligence, taking into account the traffic and road conditions of the Italian regions, municipalities and provinces and provided that any delay is not caused by fortuitous circumstances or force majeure.

Any indication of delivery terms or priority times in the execution of the assignment by the sender does not bind BLL TRASPORTI SRL in any way unless express acceptance in writing by the Branch Management pursuant to art. 4. The delivery terms are considered suspended: a) on Saturdays and Sundays; b) on public holidays during the week; c) during the holiday closure period established by the category; d) on the days and times in which circulation is prohibited by administrative provision

on urban and/or extra-urban roads;

e) on the days in which, by local custom or by order of the Public Administration, warehouses and/or offices, shops and companies remain closed;

f) due to causes of force majeure.

Acceptance by the recipient of the items shipped after the terms indicated by the sender removes any interest and/or legitimacy of the sender in the redelivery.

#### ART. 15 – RELEASE OF GOODS

The release of the goods is considered to be carried out with the signing of the delivery note or other equivalent document and with the simultaneous payment of the postage and check possibly encumbered by the goods.

The recipient can dispose of the transported items only after releasing the shipment.

The return of the goods to the recipient, in the place of destination indicated on the consignment note or other equivalent document, is considered to be carried out by the hands of any person present there. For returns to the Courier's warehouse, the sender must strictly provide all the instructions for the return of the goods. Any request by the recipient to redeliver the goods, in whole or in part, to a place other than the original destination, can be satisfied by BLL TRASPORTI SRL only after the release of the shipment has been carried out and provided that it is the subject of a new and specific contractual agreement.

#### ART. 16 – MARKS

The marking mandate must be given by the sender with a specific letter of assignment, confirming the amount to be requested as "Mark", pursuant to art. 5, sub "e"; in this letter drawn up in duplicate originals on the sender's headed paper and duly signed, the sender must specify: a) the number of packages; b) the gross weight; c) the value of the mark expressed in figures and letters; d) collection method: - cashier's check made out to BLL TRASPORTI SRL - cash

- current account check payable to the sender; e) the name and address of the recipient.

The Management of the Courier Branch will return to the sender one of the two countersigned originals for acceptance of the assignment, as required by the art. 4 second paragraph of these General Conditions. Failure by the sender to comply with the requirements of the 1st paragraph of this article will result in the carrier's exemption from responsibilities relating to the collection mandate. For stamps with a value greater than € 1,500.00 the release must take place at the Courier branch following telephone agreements with the recipient.

However, BLL TRASPORTI SRL does not assume any responsibility for any irregularities, falsification and/or uncovering of bank drafts and/or current accounts accepted by BLL TRASPORTI SRL by order of the sender.

#### ART. 17 – FAILURE TO RELEASE AND STOCK BLL

TRASPORTI SRL, in the event of impediments to the return of the goods to the recipient, once it has notified the sender of the stock, it may keep the goods in stock in its own warehouses or deposit them in those of third parties or in the warehouses General. After 30 days have elapsed from the communication of the stock to the sender without the sender having provided concrete, complete and implementable instructions in writing, BLL TRASPORTI SRL may return the goods at the sender's risk and with any expense charged to the sender. After a further 30 days have passed without the stock having been resolved, BLL TRASPORTI SRL may proceed to recover its credits burdening the shipment by requesting the execution of the sale or assignment of the stored goods to the Judge pursuant to articles. 2756, 2761, 2797 and 2798 of the Civil Code, without prejudice to any other rights for unrecovered expenses and fees.

#### ART. 18 – ACCIDENTAL CASES

Pursuant to art. 1694 CC, the following are presumed to be fortuitous or force majeure:

- a) theft; b) robbery; c) looting; d) strikes; e) lockouts; f) riots; g) acts of terrorism; h) piracy; i) the fire; l) disasters; m) traffic interruptions.

#### ART. 19 – RESPONSIBILITY FOR LOSS OR DAMAGE

The rule referred to in the art. applies. 1693 CC, as well as Law 22 August 1985, n. 450 as amended by art. 7 of Legislative Decree 29.3.1993, n. 82 converted into law 27.5.1993, n. 162 and subsequent amendments, ART. 20 – MANDATE TO INSURE BLL TRASPORTI SRL is not

required to insure the goods unless following a mandate given to it in writing prior to delivery of the goods and accepted, also in writing, by the Branch Management.

In this case BLL TRASPORTI SRL undertakes, as a simple agent, to stipulate in the name and on behalf of the principal the damage insurance requested of him, under the general conditions of the transport policies of the Insurance Companies.

#### ART. 21 – FREIGHT AND PAYMENTS

The sender can prescribe that the shipment takes place: a) free of charge, i.e. with payment paid by the sender; b) carriage forward, i.e. with payment paid by the recipient.

Where the port requirement is not indicated in the contract, on the consignment note or does not appear in the sender's instructions, the shipment will be carried out carriage collect.

Shipments of goods subject to rapid deterioration and/or whose estimated value does not reach the shipping cost will only be accepted carriage paid.

Payment, subject to the existence of various written agreements, which provide for it upon receipt of the invoice or deferred up to a maximum of 30 days. from the issuing of the invoice, it must be carried out: a) for assigned

ports: upon redelivery; b) for free ports: upon receipt of the goods by the Courier.

#### ART. 22 – DEFINED INTEREST

Delays in payments due to BLL TRASPORTI SRL will automatically give rise to a late payment interest of four points higher than the official discount rate.

#### ART. 23 – PRIVILEGE AND RIGHT OF WITHHOLDMENT

BLL TRASPORTI SRL, to cover all its credits in any case dependent on the execution of the tasks entrusted to it, even those already performed, also relating to periodic or continuous services, can exercise the right of retention on what is found in his detention.

#### ART. 24 – COURIER RATES

To the ratios indicated in the art. 1, regulated by free agreement between the parties or referring to the price list submitted by BLL TRASPORTI SRL, the additions described in the "Fees and Rates" annex are applicable.

#### ART. 25 – COMPETENT COURT

For any disputes that may arise as a result of the transport contract, the Judicial Authority of the place where BLL TRASPORTI SRL has its registered office or administrative management is exclusively competent.