

GENERAL TERMS AND CONDITIONS FOR TRANSPORT, SHIPPING AND WAREHOUSING

These General Terms and Conditions ("GTC") govern the transport, shipping, handling, safekeeping and warehousing services provided by Trans Gottardo SA and form an integral part of the contractual relationship.

1. Preamble

Trans Gottardo SA, hereinafter referred to as "Trans Gottardo", shall be liable for damage occurring in the course of the activities entrusted to it, including, where applicable, the transport, shipping, handling, safekeeping and warehousing of goods, even where such activities are performed by external service providers.

2. Shipping and Transport

The service shall be performed on the basis of the transport order and the instructions provided by the contracting party, in accordance with these GTC.

3. Obligations of the Contracting Party

The contracting party shall be responsible for the completeness and accuracy of the transport order. It must specify the loading and unloading locations, the number of packages, the type of goods, their weight and dimensions, and provide all instructions necessary for the proper execution of the transport.

Where dangerous goods (ADR) are involved, their presence must be clearly notified in good time, together with their correct classification.

Any amendments or additional requests made after the transport order has been issued shall be subject to Trans Gottardo's availability and may incur additional charges.

4. Obligations of the Sender

The sender shall be responsible for ensuring that the goods are suitably packaged, that the packages are correctly labelled and marked, and that all documentation required for transport is complete and accurate.

In the case of dangerous goods (ADR), the sender must declare their presence clearly and in advance and provide the documentation and information required under the applicable regulations.

Trans Gottardo shall not be liable for damage, loss, delays or costs arising from failure to comply with these obligations.

5. Warehousing and Safekeeping

The warehousing and safekeeping of goods shall be carried out in accordance with the conditions agreed with the contracting party and subject to available storage capacity.

The contracting party must provide complete and accurate information concerning the goods and any specific storage, preservation or handling requirements.

The goods must be delivered in a condition suitable for storage and must be properly packaged, labelled and identified.

Warehouse operations may also include loading and unloading, handling and storage of goods, inspection of quantities and condition, order preparation through product picking, packaging, labelling and preparation of consignments, in accordance with the arrangements agreed with the contracting party.

Storage shall end upon the return of the goods to the contracting party, the consignee or a person designated by either of them.

6. Reservations and Notification of Damage

Any shortages and externally visible damage identified at the time of delivery must be recorded immediately on the delivery note in the presence of the driver of Trans Gottardo SA.

Damage that is not externally visible must be reported in writing within seven days, including the day of delivery.

7. Exclusions of Liability

Trans Gottardo shall not be liable for damage, loss or shortages arising from:

- improper loading of the goods onto the vehicle by the sender;
- incomplete, inaccurate or incorrect documents or information provided by the sender or the contracting party;
- goods transported in crates, packaging or other closed containers showing no external signs of tampering or damage, where it was not possible to inspect their contents at the time of loading;
- inadequate packaging or packaging unsuitable for protecting the goods, including deterioration or wear and tear, as well as any handling equipment or load carriers used for handling and transporting the goods;
- weather events that could not have been prevented by the carrier through the adoption of ordinary due-care measures.

8. Loading and Unloading

Loading and unloading operations shall be the responsibility of the sender and the consignee, respectively, unless such operations are expressly included in the services entrusted to Trans Gottardo SA.

Where the driver carries out loading or unloading at the request of the sender or consignee, outside the services included in the agreed scope of work, the driver shall act as an auxiliary of the party making the request. Trans Gottardo shall not be liable for damage arising from such operations.

9. Limitation of Liability

a) Loss of or Damage to Goods

Subject to mandatory statutory provisions and applicable international conventions, the liability of Trans Gottardo SA, acting as carrier, freight forwarder or warehouse keeper, shall be limited to 8.33 Special Drawing Rights (SDR) per kilogram of gross weight of the lost or damaged goods, with an aggregate maximum limit of 20,000 SDR per damaging event.

A “damaging event” means a single occurrence or incident giving rise to one or more instances of damage, including damage affecting multiple packages or goods.

The Special Drawing Right (SDR) is a unit of account defined by the International Monetary Fund (IMF), the value of which is periodically determined and published by the IMF.

b) Indirect Damage and Delays

Trans Gottardo shall not be liable for loss of profit, interruption or suspension of business operations, or any other indirect or consequential damage.

In the event of a delay, liability shall arise only if the relevant deadline has been expressly agreed in writing in advance. Any compensation payable shall in no event exceed the price of the transport service.

10. Subcontracting of Transport

Trans Gottardo may appoint other carriers to perform all or part of the transport, while retaining towards the contracting party the liability applicable to the performance of the assignment.

11. International Transport

The carrier’s liability shall be governed by these terms and conditions, subject to the provisions of the CMR Convention, which shall prevail over these terms and conditions for international road transport to which the Convention applies.

12. Forfeiture and Limitation Periods

For domestic transport, the forfeiture and limitation periods applicable to claims for damages shall be governed by Articles 452 and 454 of the Swiss Code of Obligations.

For international transport subject to the CMR Convention, the relevant forfeiture and limitation periods set out therein shall apply.

13. Additional Insurance for Goods

The contracting party shall assess whether the liability limits provided for in these GTC are adequate in relation to the value of the goods and, where necessary, shall request additional insurance coverage at its own expense before the transport begins.

Such coverage must be expressly requested and accepted by the carrier before the commencement of transport. It shall cover exclusively loss of or damage to the goods, excluding loss of profit, business interruption and any other indirect or consequential damage.

14. Prohibition of Set-Off

Claims for compensation for damage may not be set off against the remuneration due for transport, which must in all cases be paid in full.

15. Retention of Goods as Security for Outstanding Claims

In the event of non-payment or late payment, Trans Gottardo reserves the right, within the limits and subject to the conditions prescribed by law, to retain goods and/or property in its possession or under its control until all outstanding claims have been paid in full, without prejudice to any other rights and remedies provided by law.

16. Jurisdiction and Applicable Law

Swiss law shall apply to disputes relating to transport contracts. The courts at the carrier's registered office shall have jurisdiction, subject to any provisions to the contrary under the CMR Convention, where applicable.

17. Prevailing Language

These General Terms and Conditions for Transport are drafted in Italian and translated into French, German and English. In the event of any discrepancies, inconsistencies or conflicting interpretations between the different language versions, the Italian version alone shall prevail.