

General Conditions

1. Introduction

1.1 Unless it is explicitly agreed in writing between the parties, these General Conditions shall govern obligations arising from contracts entered into by NUOVA TRANSPORTS as well as obligations arising from acts or facts of customers or agents of NUOVA TRANSPORTS. The responsibility of NUOVA TRANSPORTS shall also be defined by the General Conditions.

1.2 These conditions are published online on the web site www.gruppont.com

2. Acceptance of terms and conditions

2.1 With the assignment of your shipment, the terms and conditions indicated on the order confirmations and transport documents issued by Nuova Transports, are also accepted.

In the event of a conflict between these General Contracting Conditions and what is indicated in the order confirmations and / or in the transport documents, the conditions set out in these documents shall prevail.

2.2 Where the customer entrusts the shipment with oral or written instructions in conflict with the terms and conditions of NUOVA TRANSPORTS Contract and the latter has not expressly authorized and approved them in writing, Nuova Transports will not be bound in any way to them.

3. Object of the service

Unless special services are agreed upon, the service provided by Nuova Transports is limited to pick-up, transport, customs clearance (if necessary and required) and delivery of the shipment. The Customer acknowledges that his shipment can be carried out together with others.

4. Conditions, limitations of service, refusal and suspension of transport

4.1 Shipments must comply with the following:

- Goods regularly packed in packages having weight, dimensions and standard dimensions as described by the Customer. In the case of goods not regularly packed, Nuova Transports will not be held responsible for any hidden, aesthetic and / or functional damages.

- Nuova Transports, unless prior written agreement, does not accept shipments of: live animals, documents, explosives, valuables, objects of art or having value of affection, motor vehicles and non-containerized household goods, used goods and personal effects. If, as a result of a written agreement, we proceed to dispatch such goods, the same will not under any circumstances be insured All Risks.

- Dangerous goods: transport is carried out in compliance with the ADR (road), IMDG / IMO (maritime) and IATA / DGR (air) standards. Some hazard classes and UN / UN are not accepted by Nuova Transports. It is the responsibility of the Customer to carry out a preliminary check with the Sales Office.

- For each load a minimum notice of 24h is required - for ADR 48h goods.

- Unless previously agreed otherwise, all tax formalities are the responsibility of the Customer and / or the sender and / or the consignee / its agent and Nuova Transports is released from any tax liability.

- The terms of surrender / transit time are purely indicative and, unless expressly accepted, do not represent any commitment on the part of Nuova Transports.

- Pick-up / deliveries in ZTL, GDO, construction sites, ports, airports, fairs, uncomfortable areas, deliveries by appointment, portage service requests and / or tail-lift: these are to be agreed in advance.

- Unless previously confirmed in writing for each individual shipment, Nuova Transports is not bound by mandatory pick-up / delivery dates.

- The loading / unloading is carried out by and under the responsibility of the sender and the recipient respectively.

- The stevedoring is the responsibility of the sender: for loading full trucks 2h deductible to extra-time load / unloading € 50.00 / h indivisible; for groupage deductible 30 min to the extra time charge / discharge € 35.00 / h indivisible.

4.2 If Nuova Transports finds that a shipment does not comply with any of the above requirements and limitations, it may refuse the transport in question and, if the transport is already in progress, it may suspend it and retain the shipment pending instructions, except any compensation in favor of the Customer.

4.3 If in the countries of origin, transit or destination there should be wars, insurrections or riots, transport can be suspended / canceled even when the journey has already begun. Any right to compensation in favor of the Customer is excluded; insurance coverage will not be operational.

5. Obligation at Customer's charge

5.1 Loading and stowage are carried out under the responsibility of the shipper / shipper who, pursuant to Law 127 of 04/08/2010, is liable for any violations of the rules on gauge, limit mass and correct arrangement of the load on vehicles.

5.2 The shipper is responsible for verifying that the actual carrier is authorized to carry out the transport covered by the contract; he must also request the actual carrier to show the documentation that certifies that the vehicle used has the technical and administrative requirements prescribed by current legislation.

5.3 The transport documents must be completed correctly in all their parts and in compliance with current legislation.

5.4 For the Countries at risk it is the responsibility of the Client to verify and guarantee that the subjects involved in the whole transport chain are not subjected to sanctions (Sanction Limitation and Exclusion Clause 11/8/2010). The Customer is obliged to indemnify Nuova Transports from any damage deriving from the execution of said transports.

5.5 Should the Customer request Nuova Transports to carry out customs operations, it will be required to deliver to Nuova Transports the necessary information and documents to be transmitted to the customs operator. The Principal will be solely responsible for the accuracy, truthfulness and completeness of the data provided. The Customer will be obliged to indemnify Nuova Transports for any sanctions and / or charges by the customs arising from the inaccuracy, incompleteness or untruthfulness of said data, even if this is subsequently ascertained or depends on documents or information provided to the Customer by subjects third.

5.6 In the case of direct loading, follow the provisions of the Ministerial Decree 215/17 of 20/05/2018 relating to the fixing of the load.

6. Fees, right of retention and stock

6.1 Unless otherwise agreed in writing, the Customer undertakes to pay Nuova Transports the freight rates (including applicable supplements) for the transport of goods between the places specified on the transport document, or for the execution of different services, plus charges and accessories, within the terms of payment agreed without deductions, charges or compensations.

6.2 For the same route the most recent offer is applied, which is considered accepted by the first shipment entrusted to Nuova Transports.

6.3 For full loads the rates indicated in the offers are not valid in the months of July, August and December.

6.4 The rates indicated in the offers are based on the socio-economic conditions of the countries of origin, transit and / or destination on the date of issue and in case of change of the same may be subject to variations, for unpredictable costs, even when transport is accepted / started; in this case Nuova Transports will have the right to obtain payment of any differences and, in the event of cancellation of the service by the Customer due to the variation in costs, the expenses for the transport section eventually performed will remain due.

6.5 In the event of non-payment of the agreed fees, Nuova Transports will have the right of privilege and retention on any goods that it may hold, including by sub-contractors, for the execution of the mandate received.

6.6 If the goods are not collected at the destination by the recipient within the set term or - failing that - within a reasonable time, Nuova Transports will notify the Customer as soon as it becomes aware of them. All costs, expenses, risks and liabilities deriving from the storage of the goods and the subsequent provisions, as well as all the associated costs, will be borne by the Customer.

6.7 The invoicing will take place for a single shipment, unless otherwise requested (cumulative invoice)

6.8 Prices are net of VAT

7. Limits of liability and exclusions

7.1 Nuova Transports cannot be held liable in any way for loss, damage, delay or non-delivery due to unforeseeable circumstances, force majeure and / or in any case deriving from circumstances beyond its control (such as, but not limited to: natural disasters, wars, accidents / damage to means of transport, strikes, robbery).

7.2 The laws and regulations in force for each type of transport apply to all shipments:

- for International routes: CMR (8.33 DSP / kg real)

- for national routes: DLGS 286/05

7.3 For goods covered by All Risks insurance, when expressly requested in writing before the start of the shipment, the conditions, overdrafts and deductibles are intended as follows:

- Partial / total theft and shortages in general: 10% uncovered with a minimum of € 250.00 in the event of theft and / or non-delivery.

- Robbery: 10% overdraft with a minimum of € 250.00.

- Anything that is not a shortfall: fixed excess of € 250.00.

Alternatively, the Principal can arrange to directly secure the shipment and / or transport, it being understood that, in this eventuality, the relative policy must contain express renunciation of the right of recourse against Nuova Transports by the insurer. Nuova Transports does not have the obligation to act to obtain insurance compensation, interrupt statute of limitations, take care of the performance of the expert activity, except in this sense mandated by the Mandator for a consideration to be agreed on ad hoc.

8. Damages occurring in unknown trafficking

In the event that it is impossible to identify the section of the transport in which the damage or loss occurred, as well as the possibility that the damage or loss may occur in a non-configurable storage and / or storage phase such as technical stop (therefore including the deposit for free or courtesy) carried out by Nuova Transports using its own facilities or its auxiliaries, or for the eventuality that the depositary or the auxiliary in the phase of deposit and / or movement cannot invoking compensation limits, the maximum limit of 8.33 special drawing rights per kilogram of goods lost or damaged will apply.

9. Advances and credits of the shipper

If as a result of the existing agreements Nuova Transports proceeds to anticipate freights, transportation fees, container rental, duties and expenses and other sums, for whatever reason, the Mandator and / or the Sender are required to pay the fee due for such advance, to interest for any delays and any losses due to changes in the exchange rate between currencies. The Mandator and / or the Sender are required to indemnify Nuova Transports entirely from payment requests for freights, duties, taxes, contribution fees, fines or other sums for whatever reason requested from Nuova Transports. If the sums and fees due to Nuova Transports are charged to the recipient or to third parties, the Mandator and / or Sender remain liable for their immediate payment if for any reason Nuova Transports does not receive prompt and spontaneous payment of the sums due to them. Unless otherwise agreed, no amount due to the shipper may be offset with other amounts claimed by the Sender and / or Mandator, for any reason.

10. Complaints

In the event of loss / damage, the recipients are required to record justified reservations on the transport document or to communicate them in the manner and within the terms established by the current rules and conventions.

11. Applicable law and competent court

11.1 These conditions will be entirely governed by Italian law.

11.2 In the event of disputes, the exclusive place of jurisdiction is Milano (MI).

