

The loading notice periods are as follows:

4–6 days for standard shipments

6–8 days for shipments with periodic authorizations

4–6 weeks for shipments requiring single or multiple authorizations.

Always subject to vehicle availability.

Loading and unloading methods and times

As required by Italian law, we will apply a 90+90 minute grace period for each phase.

For each additional hour of inactive parking, the following charges will apply:

- €100.00 for standard shipments (€900/day)

- €150.00 for exceptional shipments without excess weight (€1,250.00/day)

- €200.00 for exceptional shipments with excess weight (€1,800.00/day)

General Conditions

1) Exceptional shipments exceeding the weight limits set forth in art. 62 of the Highway Code may create significant problems with issuing permits for exceptional transport. Consequently, it is not possible to guarantee the proper issuance of permits, as the relevant authorities may, without prior notice, request structural inspections of the bridges over which the convoys pass.

2) We cannot predict the issuance of permits, and our freight rates are calculated based on the following:

- Subject to verification of road trafficability
- Any on-site inspection of road trafficability will be charged separately
- Subject to structural inspection of structures
- Subject to any necessary and/or required road maintenance, civil engineering, and/or shoring work
- Subject to police escorts and/or technical assistance required by local authorities
- Subject to any costs for moving or clearing obstacles
- Subject to verification of loadability on our vehicles
- Subject to unforeseen stops due to roadwork, inclement weather, or other reasons
- Any other requirements are only applicable at the time of issuance of permits

Any additional costs incurred will be charged with a 20% surcharge and paid on demand

3) Completion of transport and compliance with the scheduled loading and unloading dates are subject to obtaining permits from the relevant authorities and to the accessibility of the loading and unloading locations. To obtain authorization, we must submit an original affidavit indicating the weight, dimensions, and departure/arrival distance of the goods, along with a technical drawing of the goods showing weight distribution, center of gravity, and the relevant support and anchoring points.

4) The working week is Monday to Friday; for services performed on Saturdays or Sundays, we reserve the right to request an additional rate.

5) During the weeks 30th to 35th and 49th to 2nd, we reserve the right to verify vehicle availability and request additional freight charges if necessary.

6) INSURANCE OF TRANSPORTED GOODS – LIABILITY LIMITS

The goods are insured with a maximum coverage of €1.00/kg, in accordance with the limits indicated for national transport in Legislative Decree 286/05. International shipments have a coverage limit of €60,000.00.

We do not cover any other type of insurance without your order and formal confirmation. The mere indication of the value of the goods to be transported does not constitute an order or request for coverage of the goods.

We do not assume liability for damages caused by slight negligence and other damages not attributable to us, for example, but not limited to, if adequate indications and protections are not provided relating to the anchoring points suitable for protecting and securing the transported goods, for any scratches or scuffs on the goods caused by tree branches or rocks on the road or other obstacles.

Insurance coverage beyond the limits shown is not included in the freight rate, but can be offered at the following rate:

- 0.25% of the value of the goods for EU destinations, minimum invoice amount €100.00. We do not cover any other type of insurance without your order and formal confirmation.

In derogation of art. 1223 C.C. and subsequent amendments, we are not responsible for any indirect damages.

We assume no liability for loss or damage due to negligence of the Customer, the loading/unloading personnel, or by third parties, even if unknown to the carrier.

7) Offer validity: 30 days, subject to approval by the road owners and/or concessionaires, the road's passability, and the optimal condition of access and loading/unloading areas. Rates have been calculated based on current costs and conditions. Any unforeseeable costs related to the removal of fixed and/or mobile obstacles will be quoted separately. Any changes to this quotation must be communicated to us in writing as soon as possible. In the absence of your written orders, the execution of the transport implies your full acceptance of the quotation in its entirety, including freight and payment terms. Any customs fees are not included.

8) Our company assumes no responsibility if actual weights and dimensions do not comply with those indicated in the quotation and reserves the right to charge all costs related to vehicle detention, empty journeys, disputes, reports, reissue of permits, and anything else that may arise. In order to issue the necessary transit permits, we must immediately receive an original declaration of the dimensions and weight of the goods.

9) Late payments will be subject to interest calculated at the ECB discount rate plus 5% for each day of delay, in addition to debt collection costs pursuant to Legislative Decree 231/2002. Failure to pay or late payment of even a single invoice will result in the forfeiture of the payment deadline, with the consequent obligation to pay all invoiced amounts, even if not yet due.

10) Right of Retention:

As a guarantee for all receivables, both due and undue, we reserve the right of retention on goods in our possession, pursuant to Article 2761 of the Italian Civil Code.

11) In the event of environmental contamination and/or pollution of trailers caused by the goods to be transported, the customer/client will be responsible for all resulting damages and expenses.

12) Mariotto Anibale S.r.l. reserves the right to determine, at its sole discretion, the means of transport, route, transshipment of the goods, and any use of subcontractors, without limitation.

13) The goods must have a sufficient number of anchoring and lifting points; unless otherwise agreed, any loading aids (e.g., wood for creating supports and/or supports) must be provided by the sender.

14) We assume no liability if transportation is impossible due to unforeseeable circumstances or force majeure. No costs or penalties will be accepted for delivery delays.

15) The sender is responsible for the correct positioning of the goods on the means of transport. For transports using "modular" vehicles, lifting equipment for the vehicle's configuration must be provided free of charge.

16) Covering of transported goods:

Covering the goods exclusively with "contact" tarpaulins is not included in the offer; therefore, if necessary, we await specific requests. The minimum cost for the cover is €250.00.

It is the customer's responsibility to ensure that the goods do not damage the tarps, that the goods are not damaged by the tarps, and that the tarp covering is adequate to protect the goods from the elements. If necessary, it is the customer's responsibility to equip the goods with corner guards or equivalent protection to prevent damage to our tarps. Any damage will be charged.

Sender must provide adequate support as required by Italian Law n° 81/2007 - Occupational Safety- and subsequent amendments and additions. If, at the driver's sole discretion, safety conditions are not guaranteed, we will not assume responsibility for the load, and Mariotto will not be held liable for any damages or costs incurred.

17) Public procurements

The customer is required to inform Mariotto S.r.l. of any public procurement contracts when requesting a quote.

In this case, in addition to transportation costs, an additional security fee ranging from €700.00 to €1,500.00 will be charged. Furthermore, if a dedicated and exclusive bank account is required, an annual fee of €500.00 (or a fraction thereof) will be charged, in addition to reimbursement of any expenses incurred.

18) For anything not expressly provided for in this document, reference is made to the applicable legal provisions, in particular Articles 1678 et seq. of the Civil Code, Law No. 32 of March 1, 2005, and Legislative Decree No. 286 of November 21, 2005, excluding any other reference.

19) Cancellation of the order will result in a penalty equal to 75% of the agreed amount.

20) Invoices will be sent by email. Shipping documents are managed in our archives and, upon request, will be made available in digital format.

21) The exclusive jurisdiction for any dispute is that of Venice, excluding any other alternative jurisdiction.

By awarding the contract, the above conditions are deemed to be fully signed and accepted.