

TRANS MODAL SERVICES APPLICATION FORM

Company Name	<input type="text"/>		
Fiscal Code No.	<input type="text"/>	VAT Reg. No.	<input type="text"/>
Registered Office	<input type="text"/>	Zip Code	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
Administrative/Operating Office	<input type="text"/>	Zip Code	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
Phone/Fax	<input type="text"/>	E-mail	<input type="text"/>
		PEC	<input type="text"/>
Sending invoices by email: yes <input type="checkbox"/> no <input type="checkbox"/> email address for sending invoices: <input type="text"/>			

LEGAL REPRESENTATIVE DATA

Name	<input type="text"/>	Last Name	<input type="text"/>
Date and place of birth	<input type="text"/>	Fiscal Code No.	<input type="text"/>
Address	<input type="text"/>		
ID	<input type="text"/>	E-mail	<input type="text"/>

The undersigned legal representative declares to have carefully read and accepted the general terms of delivery services showed on each page of this document and on website www.transmodal.eu, and acknowledges that it has signed its simple value of the request and does not bind to any provision Trans Modal S.r.l. The supply of services is referred to sole and exclusive evaluation of Trans Modal S.r.l., which reserves the right not to accept the application without stating reasons.

Place and Date

Stamp and Signature of Legal Representative

TRANS MODAL S.R.L. GENERAL CONDITIONS OF SUPPLIES

Article 1 Subject

The present agreement has for its object the provision of support and commercial assistance as requested by the CUSTOMER of TRANS MODAL S.R.L. for the provision of one or more services among those listed below (apart from others expressly indicated in individual commercial offers), in accordance with terms agreed upon between the parties and on the general conditions herein set forth in detail and summarily reported at the bottom of the commercial offer submitted to the CUSTOMER.

- support and commercial assistance for the use of rail and intermodal transport services;
- support and commercial assistance for any additional service that Trans Modal S.r.l. intends to offer to its clients.

In these general conditions support and commercial assistance means even the purchase of services by TRANS MODAL S.R.L. on their behalf for the subsequent sale -on their behalf and with their own means- of the services themselves to their Clients/Users.

TRANS MODAL S.R.L. has no roles nor carries as for in the practical transport and related operations that are essential.

The CUSTOMER declares to know and accept, unconditionally, general terms and conditions of the company providing the services, including disclaimers and limitation of liability, applicable law and competent Court.

Article 2 Terms of service supply

The use of the services provided by TRANS MODAL S.R.L. will take place through the transfer, sale and/or assigning to the client of:

- Transit tickets or vouchers;
- Reservations and/or issue of rail transport document, under the terms and procedures set out below.

Bookings and tickets

The CLIENT may make reservations for the above services and/or those reported in the individual commercial offers.

If the supplier has not established a different way of booking, all reservation requests (which must include the license plate and the exact size of the vehicle, the route, the date of passage and/or boarding, the nature, quantity and quality of goods transported and any other information that is necessary at the specific request made

by Trans Modal suppliers) must be submitted in writing (e-mail/fax) to TRANS MODAL S.R.L. Reservations, or also through the use of information technology made available by the CLIENT. TRANS MODAL S.R.L., after receiving a booking request by the CLIENT, shall immediately verify, among bookings, infrastructure availability and/or means of transport which the Client has requested to use. TRANS MODAL S.R.L. will promptly notify the confirmation of the booking or the non-availability of the infrastructure and/or means of transport compatibly with work schedules/availability of the employees working for Trans Modal suppliers and according to the necessary technical time to response of infrastructure managers and/or means of transport required.

The client is completely responsible for the broader veracity of the data provided for the reservation of the service and in order to know and comply with any requirement imposed by the service provider operating at any stage of transportation, including loading and unloading.

If the service requested is not available, TRANS MODAL S.R.L. may offer the client one or more alternative solutions to enable the latter to use the service requested.

TRANS MODAL S.R.L. will send a confirmation to the Client that will be attached to license plates reported and may contain, if applied by the company providing the service, an additional reference number. This confirmation shall prevail in case of disputes and the driver will have to show it at toll and upon request. Each reservation related to the provision of services will have the following validity:

- For railway or intermodal services the validity attributed by the company providing the service (ID, date, time, etc.) as confirmed by TRANS MODAL S.R.L.

- For any other daily service resulting from a reservation confirmation or request. Eventual different ways of booking will be communicated to the CLIENT before the furniture beginning.

Article 3 TRANS MODAL S.R.L. OBLIGATIONS

Except as provided for by following art. 13, TRANS MODAL S.R.L. will provide, according to the conditions described above, technical and/or travel documents to be used by the Client for the services requested and which are available.

If provided for by the commercial offer, and conditions specified therein, regarding the regulation of debit and credit between the parties it will be possible to open an 'Account' in the name of the same client and managed by TRANS MODAL S.R.L. through its computer facilities.

TRANS MODAL S.R.L. may, at any time during the agreement, change terms and conditions of service supply, for technical-administrative, managerial purposes or any other justifiable reason, communicating those changes by fax or e-mail to the CLIENT, with indicating the time of implementation of these reported changes. In the absence of such indication, the parties agree that the changes be effective effect from the time of disclosure.

TRANS MODAL S.R.L. reserves the right not to proceed with the supply of services on the basis of information obtained on overall economic strength and general reliability of the client.

Article 4 CUSTOMER OBLIGATIONS

The CUSTOMER will be debited for the support and commercial assistance and for the provision of services rendered as evidenced by travel documents/tickets, magnetic cards, on line reservations or other suitable means. He is the sole owner and responsible for the above mentioned documents provided by TRANS MODAL S.R.L.

Tickets assigned to the CLIENT, as well as booking confirmations, cannot be transferred to third parties neither for free or for sale. On the contrary, TRANS MODAL S.R.L. reserves the right to immediately suspend all services, canceling tickets and reservations sold to third parties, subject to legal action for the illegal use of the above titles and for the violation of the prohibition of sale. The CLIENT may not claim anything in any way in relation to the suspension of the service and cancellation of tickets and/or irregular reservations, however, will indemnify Trans Modal S.r.l. against any claim, also advanced by anyone for damages as a result of the above.

If the CLIENT carries out shipping activities and/or acts as a broker and/or other agent for third parties with or without representation, making an exception to the above mentioned he will be entitled to assign the services provided by TRANS MODAL, within the limits of its business activities and on condition that s/he declares his value as a forwarding agent or broker from the beginning of the agreement. In this case, the CLIENT shall indemnify TRANS MODAL S.R.L. against any exception or demand, including compensation, advanced by anyone in connection with its work and that of its client.

A simple request by the CLIENT will provide Trans Modal with certified company registration data and any other document considered necessary for establishing and maintaining the business agreement. The CLIENT will inform TRANS MODAL S.R.L. about any variation inherent the company and the legal representative.

The CLIENT must have an adequate knowledge of the rules regulating the transportation of which s/he uses, as well as ensuring, where appropriate, the proper execution of the operations performed by the staff of companies supplying services during the execution of the same. The client must verify that the services purchased and/or reserved comply with his/her own request. Any exception must be made before providing the service as well as any request for cancellation or amendment of the confirmed reservation. Reservations canceled beyond acceptance terms or which are not cancelled may cause penalties on the Client.

The CLIENT is solely responsible for the accuracy of the information provided on loading units and on transported goods for which boarding is requested (weight, category and other data as may be required). He is also solely responsible for the compliance of all security and qualifying parameters regarding the load and the goods transported, for the respect of legal obligations of insurance and circulation of its own means, for the compliance of any other provision of law applicable in the states involved in the transport service.

In case of termination, for whatever reason, the CLIENT is obliged to immediately return to TRANS MODAL S.R.L. the tickets in his possession, with a total prohibition of use and/or transfer, for whatever reason, to third parties.

Article 5 Illegal Immigration

The transit of illegal immigrants is strictly prohibited and sanctioned. In this regard, the Client declares being aware of all relevant legislation in force at the time of use of services and will expressly take charge of such the constant updating of these rules, usually posted at check-in terminals or boarding stations before each transit.

Article 6 Fees

Fees in price confirmation documents will be applied and/or commercial offers that will be sent to clients according to the different modalities laid down by TRANS MODAL S.R.L. TRANS MODAL S.R.L. reserves the right to change tariffs at any time, giving prior notice to the CUSTOMER in forms deemed most appropriate.

Article 7 Billing Method

TRANS MODAL S.R.L. will periodically send an invoice including all services provided and used and/or otherwise chargeable to the period, indicating the information needed to identify used means.

The Client expressly agrees and accepts that the data indicated on the invoice will be full proof between the parties of the use of the services used by the same Client.

Article 8 Payment Terms

Payment of invoices must be effectuated at the TRANS MODAL S.R.L. domicile or at a different domicile by it so indicated, within the due date showed by each invoice.

Unless different agreement in writing with the client, invoice payment shall be made within 15 days from its date of issue.

TRANS MODAL S.R.L. will be entitled to modify, even unilaterally, the conditions of supply, according to the containment of the risk of insolvency of the CLIENT, or for technical/organizational purposes. Any changes will be promptly communicated to the client.

Failure to comply with even one payment deadline will refer to the consequences stated in art. 9 of these General Conditions of Supplies, and also the loss of any delay of payment and any discount that may be granted.

On delayed payments, as well as in case of default, interests will be applied from the date of debenza to the balance equal to the annual rate of reduction of ECB (European Central Bank) in force at the time of default, increased by 7%, without prejudice to any other reason and action exercisable by TRANS MODAL S.R.L.

Article 9 Payments and arrearage

9.1 For the purposes of the exact determination of credit of Trans Modal S.r.l. will status at any time, even in case of forfeiture of benefit of the term and termination of agreement, the books and records of the supplier of services. Trans Modal S.R.L. reserves the right to apply to the client in arrear, plus interest for late payment, additional costs incurred due to late payment, any action aimed at debt collection.

9.2 The failure or partial fulfillment of the obligations assumed by the CLIENT, to the respective deadlines, the right to determine TRANS MODAL S.R.L. to suspend

supplies with immediate effect and without prior notice, as well as to resolve the agreement of law to be reserved any reason and action.

9.3 Any temporary tolerance of missed or partial compliance with the deadlines will not change contractual agreements.

Article 10 Service information

The information contained in the "News" section of www.transferry.com website will be placed on that computer support consistent with the times of sending and receiving. The publication of news by MODAL TRANS S.R.L., as well as their electronic transmission to the Client, is simple information carriers made available to the CLIENT on the sidelines of the services provided. It is understood that TRANS MODAL S.R.L. does not assume any responsibility for the consequences resulting to the Client by reason of involuntary and/or innocent delays, errors and/or omissions when posting news and/or information on their news section, being the sole responsibility of the client, taken care by a qualified professional, full knowledge of all regulations, procedures, methods, innovations, obstacles, etc. relating to the services provided by TRANS MODAL S.R.L. and used by the same.

Article 11 Liability

Services purchased by CLIENT shall be offered in accordance with the general conditions and with the shipping rules established by the same supplier that the client must be aware of and accept, and distributed under Trans Modal general terms. The general conditions of service providers are available on the companies' web sites. Trans Modal has no roles nor carries out any task in the practical transport and related operations that are essential. It, therefore, assumes no liability for damage, loss or other adverse events occurred in the execution of the same transportation, including loading and unloading. Trans Modal is not liable for any interruptions, delays, suspensions or variations of services, or for disruptions due to strikes, government measures, accident, force majeure, or in fact and conduct of third parties. In none of these cases the client will be entitled to claim, and in any case will waive a claim, from Trans Modal any amount for rebates, damages, compensation or reimbursement of expenses. This has to be considered valid and approved by the CUSTOMER even if in the service documents concerning shipping, rail, road transports or drawn together written by the supplier / carrier / freight forwarder or others, should appear the name of Trans Modal S.R.L. in place of or in addition to that of the CUSTOMER user of the service. Any claims, including damages, raised by supplying companies and/or any third party for acts or conduct of the client using the transport service must be construed solely directed to it, excluding any liability of Trans Modal S.r.l. The Client is also the only responsible for the accuracy of data provided and parameters of the suitability and safety of the load and transported goods. Trans Modal S.R.L. is not responsible for denied boarding of the load for non-acceptance of the company proving the service.

In case of claims and damages of any kind complained by the client using the service, remains the sole responsibility of the latter necessary for verification and compliance with any finding of harm, even according to following claims, as well as the safety of the vehicle involved.

Trans Modal S.r.l. will only make a claim for the interest and upon request of the damaged client, for compensation against the material supplier of the service, when this mode is set by the general conditions of the latter, on the basis of accounting documents made available for this purpose by the Client. Any eventual cost / fee / expense, in advance, remains on the sole responsibility of the client using the service.

With particular reference to rail services of Ralpin SA, as per agreements already concluded, in case of accidents, after having informed Trans Modal S.r.l. about the matter, the Customer can submit a claim for damages directly to Ralpin SA as per their general conditions disclosed to Customer before providing of service and accepted by him by purchasing of the service.

In case of rejection of claim, if Client intends make legal action, the exercise of it will be at its exclusive manage and expense.

Article 12 Guarantees

The CLIENT, on demand and MODAL TRANS S.R.L., will issue suitable bank guarantee on first demand in favor of the latter, issued by a major financial institution for an amount adequate to function as collateral for its obligations, with the requirement for CLIENT to adjust the maximum benefit with the volume of traffic. Failure by the issuance of guarantees required client can determine, on the initiative of TRANS MODAL S.r.l., the consequences referred to in art. 13.

Art 13 Right to amendments concerning the conditions on prejudicial information

TRANS MODAL S.R.L. reserves the right to unilaterally change the contract terms, as well as the right not to proceed with the provision of its services, because of prejudicial information on the economic soundness of the CLIENT and property believed to be reliable in its sole discretion, and in any case for good reason, notify the Client without the constraints of the form.

If the service provided by the CLIENT TRANS MODAL S.R.L. involves the use of vehicles, equipment, facilities, infrastructure etc.. third parties and / or operated by third parties, TRANS MODAL S.R.L. reserves the right to communicate any changes to the CLIENT the existing agreement resulting from the use of the above equipment.

Article 14 Constitution of the agreement and obligation of confidentiality

The parties mutually acknowledge that the agent in the provision of services is entered into between them in accordance with the principle of freedom of contract under Article. 1322 cc It is perfected by the membership of the CLIENT to the commercial offer through booking / purchase of services, under the conditions stated in the commercial itself, and under these conditions.

The CLIENT guarantees the confidentiality of this agreement and formally agrees not to disclose any information on documents and procedures used during the business agreement with TRANS MODAL S.R.L. and services under this contract. Wrongful disclosure of any data and / or information will be considered a serious violation of any consequential effect.

Article 15 Applicable Law and competent Court

These terms and conditions and the supply agreement Trans Modal services are entirely governed by Italian law and conformed to it. In any case of discrepancy between version in English language and version in Italian language (which is the original language), shall prevail Italian version. Without prejudice to cases covered by mandatory prescribed by law, any dispute concerning the interpretation, application and enforcement of conditions and the supply agreement, exclusive competent Court shall be the Tribunal of Piacenza.

Should disputes concerning invoices not paid, against CUSTOMERS based in Countries other than Italy, competent Court shall also be the Court of the defendant's place of residence, and in such case the law of the Country of the defendant's place of residence will be applicable, without any prejudice to the creditor.

Under Articles 1341 et seq. Civil Code the Customer specifically states to approve the following clauses:

Art. 3 (Trans Modal Obligations), Art. 4 (Client Obligations), Art. 7 (Billing system), Art. 8 (Conditions of payment), Art. 9 (Payment and arrearage), Art. 11 (Responsibility), Art. 13 (Right to modify the conditions of prejudicial information), Art. 14 (Constitution of the agreement and obligation of confidentiality), Art. 15 (Law and Jurisdiction).

Place and date Stamp and signature of Legal Representative

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Information on article 13 of Legislative Decree 30 June 2003, No 196 - Code for the Protection of Personal Data

Ladies and Gentlemen,

We wish to inform you that Legislative Decree No. 196/2003 provides for the protection of persons and other subjects regarding the processing of personal data. In accordance with the law, this treatment will be based on principles of correctness, lawfulness and transparency, protecting your privacy and your rights.

According to Art. 13 of that law, we provide the following information

1. Scope of treatment

The identification of the person or entity, and any other necessary information to execute the contract, shall be obtained by You. The personal information You provide will be processed in the normal activities of our Company for purposes connected to management of contractual agreements, as well as the fulfillment of its accounting, tax or law.

2. Method of treatment

The data will be with the help of modern technology, both through traditional booklets, cards and paper files.

3. Provision of data

The provision of data by you is voluntary, but refusal to provide such data could lead to failure or partial performance of the contract.

4. Disclosure of information

Please note that the personal data you supplied or acquired in the course of the contract may be disclosed to third parties that perform functions related to or instrumental to our activities, such as:

- professionals outside the company which are contacted for legal, tax, accounting, administrative and labor law advice;
- banks and credit institutions;
- industries providing the service (shipping companies, railway companies and service intermediaries, etc.)

5. Holder of the treatment

Data holder is TRANS MODAL SPA based in Fiorenzuola d'Arda (Italy) in the person of its legal representative. You can exercise your rights at any time under Art. 7 Legislative Decree No. 196/2003, whose text is reproduced in full.

Legislative Decree No. 196/2003, Article 7 - Right to Access Personal Data and Other Rights

1. You have the right to obtain confirmation of whether or not personal data concerning him/her, even if not yet recorded and their communication in intelligible form.
2. You have the right to be informed:
 - origin of personal data;
 - the purposes and methods of treatment;
 - the logic applied in case of treatment with the aid of electronic instruments;
 - the identity of the owner, manager and the representative appointed under article 5, paragraph 2;
 - the subjects or categories of persons to whom the data may be communicated or who can learn about them as appointed representative in the State, managers or agents.
3. You have the right to obtain:
 - the updating, rectification or, when interested, integration of data;
 - the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including those that do not need to be kept for the purposes for which the data were collected or subsequently processed;
 - certification that the operations in letters a) and b) have been notified, also as regards to their contents, to those to whom the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate to the protected right.
4. You have the right to oppose, in whole or in part:
 - for legitimate reasons the processing of personal data, pertinent to the purpose of collection;
 - the processing of personal data for purposes of sending advertising materials or direct selling or for carrying out market surveys or commercial communication.