



Altre società del gruppo:



GENERAL CONDITIONS FOR REEFER CONTAINERS RENTAL

The General Rental Conditions (abbreviated "GRC") below govern all rental contracts (abbreviated "RC") between SO.GE.SE. and its customers, unless agreed otherwise, specifically provided in other agreements with supplementary writings. All contracts between SO.GE.SE. and its customers are governed by General Rental Conditions, which form an integral and essential part of any proposal, order and order confirmation of purchase.

A) PREMISE

1. The acceptance of any contract proposal and the receipt of the Customer's order or order confirmation completes a RC between SO.GE.SE. and its customers and involves the automatic acceptance by them of the GRC.

B) PREPARATION AND DELIVERY

1. The preparation will be made at the expense of the Customer at the warehouse indicated by SO.GE.SE..
2. SO.GE.SE. will do its best to inform the Customer of the date of delivery stipulated with at least two days notice. Delivery will be proved by an interchange document issued by SO.GE.SE. to the agent of the Customer.
3. SO.GE.SE. undertakes to comply with the utmost diligence on the delivery time agreed on the RC, which, however, remain purely indicative and cannot be binding for SO.GE.SE. which is exempt from any kind of liability due to delays of various kinds.

C) CUSTOMER IDENTIFICATION OF GOODS RENTED

1. The serial number and the description written on the Bill of Lading issued by So.Ge.Se. and signed by the Customer will identify the goods under RC.

D) OWNERSHIP OF THE GOODS RENTED

1. The good, as well as its possible ancillary parts, will remain of exclusive property of SO.GE.SE. and will be fitted with plates and / or labels that the Customer will have to leave out throughout the lifetime of the RC and / or during the possession of the goods, including transportation, provided that the Customer undertakes to protect, in all circumstances and by any means necessary, at his expense, the right of ownership of SO.GE.SE. on the goods.
2. The Customer agrees not to assign or pledge the rented goods. Also undertakes not to sub-rent or grant a possession or custody to a third party without the prior written consent of SO.GE.SE.. If this should occur without the prior consent, SO.GE.SE. has the right to terminate the RC as the next point Q).
3. In the case of attempted seizure or detention, the Customer should immediately notify SO.GE.SE., oppose the seizure or/and take all measures necessary and useful to protect the ownership right of SO.GE.SE. on the good. If the repossession or seizure is executed, the Customer must do what is necessary, at his expense, for the release of the good. If the tenant does not react appropriately and promptly, SO.GE.SE. can proceed in defense of its rights, and expenses advanced by SO.GE.SE. in this regard will be charged on the Customer.
4. The Customer must inform SO.GE.SE. of the intention to sell or offer his company as collateral. In this case he must take every precaution to ensure that the good and the related rights of SO.GE.SE. will not be disrupted and must inform third parties involved of that the right of ownership of SO.GE.SE. on the good.
5. If the goods are stationed out of the availability of the Customer, the latter undertakes to write and inform SO.GE.SE., indicating the name and address of the owner and of the warehouse where the goods are placed. This indication will allow SO.GE.SE. to formally communicate to the owner of the warehouse that the goods is not owned by the Customer and that consequently, he can not exert any privilege over it. In any case, the Customer is bound to ask SO.GE.SE. permission to move the good in a place other than that specified in the RC.

E) PLACE AND METHOD OF USE

1. The Customer must use the goods under contract for the conduct of its business and for the purposes stipulated in the contract, keep it in good state of preservation, without making any change to its destination and use.
2. The Customer agrees to use the good only in the location indicated in the RC and not move it from this place except with the prior written consent of SO.GE.SE., as it would be amended the place of use specified in the RC. Particularly for goods rented with for electrical devices and temperature control systems, the Customer agrees to:
 - i. scrupulously observe all instructions and recommendations that will be provided as regards the use of the devices for temperature control;
 - ii. ensure that all normal maintenance work is carried out by competent personnel;
 - iii. report promptly SO.GE.SE. of any deficiencies of the unit;
 - iv. avoid making any changes in both the electromechanical and in the structure (box), and prevent the occurrence of damage caused by carelessness or bad maintenance. For each good, the Customer is prohibited from altering the criteria of identification (serial numbers).

F) PLACEMENT OF GOODS

1. The goods under RC must be placed on a stabilized ground, even under its hydrogeological profile and accessible, and should be used only for the intended use. The Customer undertakes to comply with all applicable laws, regulations and requirements in the area and to comply with all instructions that can be given by SO.GE.SE. both at the time of placement and in case of subsequent inspections. SO.GE.SE. disclaims any responsibility on the isostatic characteristics of the land on which will be placed the goods rented on. Characteristics of the ground, as well as the ones of any the specific on which the goods will be placed, must be verified by Customer in accordance with current regulations. Customer agrees to free the unloading area from every constraint and not to detain the vehicle on which the rented goods are transported for more than 60 minutes from the time of arrival.
2. Customer expressly exempts SO.GE.SE. from any consequence arising from the use of goods in different ways than the contractually due.

G) MAINTENANCE - REPAIR - RESTORATION

1. For the duration of this contract, the Customer guarantees preservation, maintenance and care of the goods, in particular, more appropriate caution, to ensure the goods free from the risks of fire, theft, and / or other forms of damage, following the instructions provided by SO.GE.SE..
2. SO.GE.SE. nevertheless reserves the right at any time to inspect the goods; if the outcome of this inspection proves a poor care of the goods, SO.GE.SE. will communicate in writing to the Customer the works needed for full restoration of the good and the period within which such works will have to be performed. In case of default SO.GE.SE. may rescind the contract in accordance with section Q). SO.GE.SE. may also claim compensation for damage to goods in the manner and procedure of point P).
3. The Customer undertakes to notify promptly SO.GE.SE. through detailed written notice, any damage and / or malfunction occurred in relation to the goods. In this case the repair work and / or restoring of the functionality of the goods will be performed by SO.GE.SE. in the manner most appropriate, including the use of external personnel.

H) REPLACEMENT OF RENTED GOODS

1. SO.GE.SE. reserves the right to replace the rented good with any other good similar or equivalent and these GRC, as well as other conditions governing the contractual relationship between the parties, would apply automatically to the good replaced.

I) HANDLING OF GOODS AND SECURITY

1. The Customer declares that he is aware that the good has a structure that allows the filling in a static position on the ground and the lifting and transportation of the goods not completely empty is dangerous and therefore absolutely forbidden. In view of the above, SO.GE.SE. assumes no liability in case of breach of normal security rules to be observed in the use and movement of the good.

J) INSURANCE

2. Since the delivery and up to the return, the Customer hold all the risks, even by accident or force majeure, related to the use, possession, movement and maintenance of the good under the contract, thus exempting expressly SO.GE.SE. from all liabilities however arising directly or indirectly by the use, possession and maintenance of the good under contract and agrees to hold harmless and frees SO.GE.SE. from any right, or claims advanced by third parties, as well as damage caused by them. The Customer also expressly exempts SO.GE.SE. from any liability arising from the existence of defects in the rented goods SO.GE.SE. ignored without fault, even when such defects have occurred after delivery. During the period of rental, or otherwise in the possession, including transportation, the Customer is and remains responsible for the deterioration and / or partial or total disappearance of the object and its content, irrespective of the causes originating the event, including the case of accident and the force majeure, as well as all damage caused to persons or properties by the good or by its contents from the use. The Customer agrees to sign an insurance policy required to cover all the risks set out for the entire rental and / or possession, including transportation, provided that SO.GE.SE. may at any time ask for and obtain the endorsement of the regularity of payments relating to the Policy.

K) VALUE OF REPLACEMENT

1. To all the legal and insurance purposes, it is agreed that the value of the good, irreparably damaged, destroyed, lost, stolen and / or held by third party, is fixed for each individual reefer container in € 25.000,00 (Twenty-five thousand) excluding VAT.

L) RENTING PERIOD

1. The RC will take effect from the date of the Interchange Document issued by the operator at the SO.GE.SE. warehouse unless otherwise agreed in written and complementary to the RC.
2. At the end, the RC without written notice of cancellation by the Customer, is automatically renewed for the same period of time provided in the proposed agreement, and on the same contractual conditions.

M) DEPOSIT

1. Unless there is written agreement or express waiver by SO.GE.SE. in the RC, the Customer renovate SO.GE.SE. at the time of signature of the RC, the deposit amount of the RC unproductive of interests in order to ensure the proper implementation of the clauses of RC and these GRC.
2. Such deposit will be refunded to the Customer at the end of the rental in question if the Customer will have properly fulfilled all obligations of in the rental. SO.GE.SE. at its discretion may use that sum to restore the rented goods when damaged and to pay claims accrued but not honored in time, with the obligation of the customer to reinstate the deposit on simple request of SO.GE.SE. and notwithstanding the possibility of SO.GE.SE. solve the RC for any failure, even if covered by the deposit.

N) RENTING FEES

1. Unless there is written agreement between SO.GE.SE. and the Customer, the renting fee of RC will be due from the day the good leaves the SO.GE.SE. warehouse included, until the day of return in any SO.GE.SE. warehouse included. The issued Interchange Document of exit and entry will be authentic for those dates and the inherent responsibilities. In any case, the Customer is obligated to pay the renting fees for the total length of the RC, even in case of tacit renewal as expressly provided for in section L). The charges should be increased of rights and / or fees and / or taxes in accordance with law provisions in force during duration of the rental. The fees, as determined by contract, does not cover any additional claims that might arise from the release, upon request of Customer, of certifications, statements and or any other type of documentation about the characteristics of the goods. These costs will be billed separately and fully charged to the customer, together with the first invoice of rental.
2. If the Customer fails to pay within the agreed period SO.GE.SE. may charge interests at the rate specified in Article. 5, first paragraph, Dlgs No 231/02. Customer will be charged for any court costs necessary for the recovery of debts under the provisions of art. 6, Dlgs No 231/02. If the recovery of the debt is entrusted to a lawyer, the charges to the customer will be determined by the invoice. The parties expressly agree that the failure to pay even one fee constitutes cause for termination of contract, pursuant to and for the purposes of Article 1456 of the Italian Civil Code. In this case the resolution will occur by mail sent by SO.GE.SE. and registered with return receipt by which SO.GE.SE. declares its intention of using the above express termination clause.
3. The above also applies to the amounts agreed in the RC and due to SO.GE.SE. for any ancillary services required by the Customer and performed by SO.GE.SE. on behalf of the Customer, such as, but not limited to, preparation handling, storage, transportation to and from the site of use, loading and unloading at the site of use.

O) TERMINATION OF ANCILLARY SERVICES

1. Late payment of invoices compared to the scheduled dates as agreed in the contract, result in the termination or suspension of technical services, and supply of spare parts - if it were expressly provided in the CL - without prior written notice.

P) RETURNING AT THE END OF THE RENTAL

1. At the end of the rental, the good must be returned empty. If at the time of delivery the goods can not properly be returned for reasons due to the customer fault, the cost of transport not carried out and will be charged and the Customer will have to pay the renting fee until the actual delivery which must take place no later than 8 (eight) working days from the official notification of withdrawal of the goods.
2. The good must be returned in the same state in which it was delivered to the Customer. The deterioration that could have been avoided with a normal maintenance will be charged to the Customer. If the good returned to SO.GE.SE. have suffered damage or deterioration beyond normal wear, it will be restored to the condition in which it was when delivered at the beginning of the RC at the expense of the Customer.
3. The amount of repairs needed for such deterioration will be assessed on the basis of an estimate established following an inspection conducted by SO.GE.SE.. The estimate will be communicated to the Customer as soon as possible after the date of return. The Customer will have five working days from the date of such notification to accept the cost of repair estimated or to require joint inspection. After five days without such request, the damage estimate will be considered automatically accepted and the detailed costs will be billed to the Customer for payment. The Interchange Document does not necessarily reflect the status of the good when returned it for obvious operational reasons.
4. If the estimate of the goods restoration exceed the value of the goods themselves, the Customer must pay SO.GE.SE. the sum corresponding to the replacement value of the good set out in Section K).

Q) TERMINATION

1. In case of violation by the Customer of even one of these GRL and those of the RC, SO.GE.SE. reserves the right to terminate the RC, without any days of notice, with registered letter with receipt, within the meaning and effect of Article 1456 of the Italian Civil Code.
2. In this case, the Customer must return the goods under rental to the warehouse indicated by SO.GE.SE within fifteen days of receipt of this letter and pay, within the same time limit, a sum, by way of penalty, equal to 100 percent of payments under the RC, including payment for ancillary services, after deducting payments already made, in addition to compensation for damages and, where it is the case, the replacement value of the good.

R) DISPUTES

1. For any dispute arising in the interpretation and enforcement of these CGL and / or RC, including disputes for any damages, is exclusively competent the Court of Livorno.

S) REVISION OF THE RENTING FEE

1. Renting fees are valid for a period of twelve months starting from the signing date of RC. Past twelve months, SO.GE.SE. will be free, at its sole discretion, to increase the prices above, however, by giving notice to the Customer.
2. The fees, as determined by contract, will be updated each year automatically in the measure of the absolute change in the consumer price index increase as reported by ISTAT, established for the families of workers and employees, reported over the month previous the beginning of the contract