



**ITX CARGO S.R.L.**  
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## **GENERAL CONDITIONS OF TRANSPORT BY TRUCK BETWEEN ITX CARGO SRL AND CARRIER**

The company ITX CARGO SRL, as Customer, makes this contract with your company, as Carrier, provided that your company undertakes to comply with the provisions contained in Legislative Decree 286/2005 and Legislative Decree 285/1992 (Highway Code) and their subsequent modifications /additions, in particular in compliance with art. 61 (limit shape), art. 62 (limit mass), art. 142 (speed limit), art. 164 (accommodation of the load on vehicles), art. 167 (exceeding the mass indicated on the traffic map), art. 174 (driving and rest hours).

The vehicles used must be minimum Euro 5 or 6, equipped with bars and straps for the lashing of the load. The carrier undertakes to comply with the provisions of the laws: 190/2014 (remuneration obligations, in 1978) and with the CMR condition.

Trucks must be in perfect conditions and have the technical characteristics to carry out the task entrusted. Most of our customers carry out prior checks of the vehicle before loading, in particular they check integrity of the tires and of the floor, and the cabin will be verified. Additionally, they will verify presence or not of food products, which cannot be loaded together with chemicals goods, ADR or not. The vehicles must be equipped with a working anti-theft device and additional alarm system that must be inserted in case of rest. During any stop, the vehicle must be kept in a guarded and fenced parking lot. All transports entrusted by ITX CARGO SRL are intended to be carried out only by vehicles that fully comply with the provisions of D.M. 2015/2017 on the fixing and security of the goods, according to the relevant European standards (including but not limited to Directive 2014/47/EU, EN12195, EN283, EN12642 etc.)

In case of problems and/or delays ITX CARGO must be informed immediately.

The driver must verify the accuracy of the indications on the consignment documents concerning the number of packages, marks, labels and weight, and must check the status of the goods and their packaging; any discrepancies/anomalies must be indicated in the CMR/collection/delivery note. The driver must also ensure that there is no overload. In express derogation from the provisions referred to in Art. 1693 Civil Code, the carrier is responsible for the loss and damage of the goods loaded for transport whatever the cause of the damage/loss is.

Access into ITX CARGO facilities and into our customers warehouse is not allowed to people other than the driver (friends/family). The driver must wear the safety equipment (safety shoes, helmet and goggles, high visibility vest) inside the loading facilities.

The driver must be always dressed decently (with long sleeve t-shirt and long pants). Within the loading place the driver must comply with the prescribed rules and speed limits. The driver is required to provide enough anti-slip mats and straps for fixing the load, and for their maintenance.

Transhipment of cargo are allowed only under ITX Cargo' written authorization.

Unless agreed in writing, carriage may not be entrusted to sub-carriers. Any transport entrusted to sub-carriers cannot be paid for.

The DDT, the delivery note, as well as the CMR car letters must be stamped and signed by the consignee and attached in original to your invoice that must indicate our references. Original transport documents must be sent to our offices within the month of the transport, or payment will be postponed to the following month.

The protection of our customers and the maintenance of your neutrality are deemed to be accepted with this order; in the event of your non-compliance, we will claim to court for the damage caused. Competent and exclusive court: Milano. The transport contract is intended to be completed, and the payment will be processed, only after delivery of the entire consignment to the consignee.

This contract is an official agreement between our two parties even without confirmation. Transport regulated by CMR regulations. CMR insurance to Your care and your expenses. Under the NEW EU REGULATION N 2016/679 your data will only be used for administrative and commercial purposes, unless you expressly prohibit it.