

DAMAGE ASSESSMENT PROCEDURE AND HOW TO CLAIM FOR COMPENSATION

- 1. Damage to Intermodal Transport Units (ITUs).**
- 2. Damage to goods.**

General notes

- 3. National Transport.**
- 4. International Transport.**

Mercitalia Intermodal S.p.A.
Gruppo Ferrovie dello Stato Italiane
Società soggetta alla direzione e coordinamento
di Ferrovie dello Stato Italiane S.p.A.

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www.mercitaliaintermodal.it - E-mail: info@mercitaliaintermodal.it
Cap. Soc. € 7.000.000 i.v. - Codice Fiscale e Registro Imprese di Milano n. 00823190152
P.IVA IT 00857491005 - Milano R.E.A 0758334 - MECC. n.



INTERNATIONAL UNION
FOR ROAD-RAIL
COMBINED TRANSPORT

DOCUMENTS

The following is to be considered as a general indication, therefore, under particular circumstances, for national and/or international transports, whenever it should be necessary, we will be entitled to request additional documentation not mentioned above

1. Damage to ITUs

In the event of a claim for a damage to ITUs (Intermodal Transport Units) or to the goods contained therein, the documents to be sent to MERCITALIA INTERMODAL's Risk Management Office are as follows:

- 1.1 Delivery document for national transport or transport document;
- 1.2 Shipment order/Check-in form in original signed by the sender (contractual form) for international transports leaving from abroad (traffic subject to UIRR GC) or CMR waybill; 1.3 copy of the Damage Report/ Interchange/ Check Report/ signed by the consignee or reserve notice;
- 1.4 Copy of the CH100 Minutes (only in case of damage occurred during the transport by rail) and if issued to the consignee;
- 1.5 Photos, if they are available
- 1.6 Detailed invoice/repair report (mentioning hours of labour and replaced spare parts);
- 1.7 For damages exceeding € 5,000.00 a copy of the purchase invoice of the ITU;
- 1.8 Purchase invoice of the ITU tarpaulin (in the event of complete replacement);
- 1.9 In order to schedule an insurance assessment, both on behalf of Mercitalia Intermodal or on behalf of the part who caused the damage, before proceeding with the repairs, the place and date where they will be carried out must be communicated.



2. Damage to the goods

- 2.1 Delivery note for national transports;
- 2.2 Shipping order/check-in form (in original) signed by the sender (contract form) for international transports from abroad (traffic subject to the UIRR General Conitions) or CMR waybill;
- 2.3 D.D.T. of the shipped goods, which the claim for damage is referring to;
- 2.4 Original invoices reporting weight and value of each product;
- 2.5 Debit note for missing/damaged goods;
- 2.6 Documents proving that you compensated the goods's value to the owner;
- 2.7 Invoice for load arrangement or for the goods' transfer).
- 2.8 Copy of Damage Report / Interchange / Check Report / signed by the recipient or reserve communication;
- 2.9 Copy of the CH100 Report (only in the event of damage occurring during rail transport) e if issued to the recipient;

❖ **All documents mentioned above must be sent, preferably by e-mail, to the following address:**

MERCITALIA INTERMODAL S.p.A.
Risk Management Office
Via Valtellina 5/7
20159 Milan, Italy

Contact people:

Mr Roberto Bossi tel. 02.66895278 - r.bossi@mercitalia Intermodal.it

Ms Chiara Busetti tel. 02.66895277 - c.busetti@mercitalia Intermodal.it

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General remarks

3. Domestic transports

- 3.1 The contractual relations established with our customers for national traffics are regulated by the General Forwarding Conditions for internal transport by Mercitalia Intermodal SpA (C.G.S.), by specific contractual conditions and/or by the law applicable to national transport.
- 3.2 If on the arrival of the railway shipment it is found that the seal of the ITU has been broken and that the goods contained therein are presumably damaged or missing, the ITU will be sealed again before leaving the Terminal and before being made available for collection with a new seal that can only be removed in the presence of an official of the railway carrier at the time of the check previously agreed between the parties.
- 3.2.1 Should you deem it necessary to check the condition of the goods contained in the ITU, you must send us a written request, by e-mail, to the above-mentioned references during our office opening hours, stating
- expected date of collection (we will confirm the availability of the carrier's or MERCITALIA INTERMODAL's representative or inform you of a new date);
 - the place of unloading;
 - the contact person and his or her telephone number;
 - the name of your representative, if any.
- 3.2.2 If you decide not to raise a reservation with regard to the verification of the contents of the ITU, a report will be issued only with the annotation of the eventual damage to the ITU or you may collect the goods without raising any reservation, in the latter case you must send your indemnity by e-mail or to the above-mentioned references during the opening hours of our office, adding a copy of the terminal where the ITU is located.
- 3.2.3 If the damage is detected at the end of the road transport section – whenever it falls within our competence - all anomalies must be checked together with the road haulage contractor and noted in the shipping document.
- A copy of this document must immediately be sent to us by e-mail.
- 3.3 In the event of damage, the existence of which is only detectable after the withdrawal of the vehicle from the terminal, the customer must make a written complaint within a maximum of 3 days from the withdrawal of the vehicle from the terminal.
- 3.4 In order to ensure the presence of representatives of our insurer, we ask you to inform us in good time of any expert opinions carried out by your representatives.

- 3.5 Indirect damages are excluded. (Indirect damages include, but are not limited to, damages resulting from loss of profit in the resale of goods or means, loss of or delay in the use of goods or means, stoppage or delay in production and processing, loss of image or market, etc. etc.)".
- 3.6 The claim for damages must be submitted within one year from the date of commencement of the shipment contract.
- 3.7 In the event of damage to ITUs and/or goods attributable to the liability of the rail carrier, the claim for compensation, complete with all supporting documents, must be submitted in one instalment.
- 3.8 The correspondence sent to us must always include the "Mercitalia Intermodal Practice Reference Number" (which can be found in our letter opening the file).
- 3.9 In case of positive settlement of your reimbursement request, we will issue a "Quotation Deed" in your name, authorising you to withhold the amount paid from the payment of our invoices. The original of this document must be returned to the Insurance Department duly dated and signed for acceptance.
- 3.10 Should it become necessary for you to enclose a signed Debit Note/Invoice for the recognized amount, issued outside the scope of VAT as provided for by articles 2 and 3 of Law 633/72, with the "Quitclaim Deed".
- 3.11 Under no circumstances shall unauthorized offsetting between the amount of the invoices due from the customer and the claims be permitted.



4. International Traffics

- 4.1 The contractual relations with our customers, for international shipments, are regulated by the General Conditions of the UIRR (C.G. UIRR), by specific contractual conditions or by the law applicable to international transport.
- 4.2 If, on arrival of the railway consignment, the seal of the ITU has been broken and the goods contained therein are presumably damaged or missing, the ITU will be sealed again before leaving the Terminal and before being made available for collection with a new seal which may only be removed in the presence of an official of the railway carrier at the time of the check previously agreed between the parties.
- 4.2.1 Should you deem it necessary to check the condition of the goods contained in the ITU, you must send us a written request, by e-mail and BEFORE collection, to the above-mentioned references during our office opening hours, stating
- expected date of unloading (we will confirm if a carrier's representative or a representative of MERCITALIA INTERMODAL will be there or otherwise we will schedule a new meeting);
 - place of unloading ;
 - contact person and telephone number; - your representative, if any.
- 4.2.2 If you decide not to raise a reservation regarding the verification of the contents of the ITU, a report will be issued only with the annotation of the eventual damage to the ITU or you may collect the goods without raising any reservation, in the latter case you must send your indemnity by e-mail or to the above-mentioned references during the opening hours of our office, adding a copy of the terminal where the ITU is located.
- 4.2.3 In the event of damage detected at the end of the road leg, if carried out by us, all the anomalies must be checked with the road haulage contractor and noted in the shipping document.
- A copy of this document must be sent to us immediately by e-mail.**
- 4.3 In the event of damage whose existence is only detectable after the vehicle has been collected from the terminal, the customer must make a written reservation within a maximum period of 5 days from the date of arrival of the ITU.
- 4.4 In order to ensure the presence of representatives of our insurer, we ask you to inform us in good time of any appraisals carried out by your representatives.
- 4.5 Indirect damages are excluded (*indirect damage includes, but is not limited to, damage due to loss of profit in the resale of goods or means, loss of or delay in the use of goods or means, stoppage or delay in production and processing, loss of image or market, etc., etc.*).

- 4.6 The claim for damages must be made within 8 months of the contract of shipment and the contract of Transport (applicable only to contracts subject to the GC UIRR) and within one year of the contract of Transport as provided by the CMR.
- 4.7 In the event of damage to ITUs and/or goods which can be attributed to the liability of the rail carrier, the claim for compensation, complete with all supporting documents, must be submitted in one instalment.
- 4.8 All correspondence sent to us must always indicate the Mercitalia Intermodal File Reference number (to be found on our letter opening the file).
- 4.9 In the event of a positive settlement of your claim, we will issue a "Quotation Deed" in your name, authorizing you to withhold the amount paid from the payment of our invoices. The original of this document must be returned to the Risk Management Office duly dated and signed for acceptance.
- 4.10 Should it become necessary for you to enclose a signed Debit Note/Invoice for the recognized amount, issued outside the scope of VAT as provided for by articles 2 and 3 of Law 633/72, with the "Quitclaim Deed".
- 4.11 Under no circumstances shall unauthorized offsetting between the amount of the invoices due from the customer and the claims be permitted.

Milan, February 12, 2022.

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