

## Card: transport contract

The transport contract obliges the carrier to transfer people or goods from one point to another as agreed.

In accordance with the contract, the carrier shall be responsible for any delay in the execution of the assignment as well as any failure to fulfil obligations. They shall be liable for any claims affecting the traveler during the journey and for the loss or damage of goods, subject to proof that they have taken all necessary precautions to prevent damage.

During the transport of goods, it is necessary for the sender to inform the carrier of the recipient's name, the destination, the nature, weight and quantity of goods to be carried, providing the carrier with the necessary transport documentation.

The sender may suspend the transport and request the return of goods or change of destination, subject to the outcome of countermand.

The carrier shall deliver the goods to the recipient according to the time and manner stated in the contract or, failing this, by traditional means.

The recipient is entitled to rights under the contract with the carrier, when goods arrive at the destination or when the deadline is close, from the moment in which delivery of goods was requested. The recipient may not exercise the rights arising from the contract if the payment for transport has not been made to the carrier.

The carrier is liable for the loss or damage of goods from the moment of receipt until the moment of delivery to the recipient, subject to proof that the loss or damage is due to the nature of or damage during packaging or the damage being caused by the sender or the recipient. A disclaimer is provided for unexpected events.

Studio Legale Associato has particular expertise in negotiating and drafting transport contracts and related legal issues.