

USAGE CONDITIONS OF THE WEBSITE  
WWW.GTSGO.IT

**A) PREMISES**

Access and terms of use of the website [www.gtsgo.it](http://www.gtsgo.it) are exclusively regulated in this document.

Access to the website and to the information contained within it, takes place under the full and exclusive responsibility of the **User who declares, accessing the reserved area, to know the terms of use of the same.**

The website [www.gtsgo.it](http://www.gtsgo.it) provides the user with the opportunity to win the “load reservations”.

Winning a “load reservation” doesn’t constitute conclusion of a transport contract..

The “load reservation” represents for the winning user, the right of preemption to conclude the contract when the customer confirms the transport on [www.gtsgo.it](http://www.gtsgo.it).

[www.gtsgo.it](http://www.gtsgo.it) is not liable under any circumstances of costs and/or damages that may be incurred by the user after using [www.gtsgo.it](http://www.gtsgo.it) and of the award of non confirmed “transport reservations”..

**DO NOT USE THIS TOOL IF YOU DON’T ACCEPT WHAT SPECIFIED IN THE PREMISES AND WHAT FOLLOWS IN THE PRESENT DOCUMENT.**

**B) DEFINITIONS**

“[www.gtsgo.it](http://www.gtsgo.it)” is a portal belonging to GTS spa

“Accreditation”, is the path through which one acquires the right to use the website.

“User”, any juridical subject having overcome the accreditation phase.

“Customer” is GTS final client, the transport trustee.

**WHAT IS [www.gtsgo.it](http://www.gtsgo.it)**

The current website belongs to GTS spa and it is the tool through which GTS spa entrusts his suppliers with the transports assigned to it by its final customers.

GTS spa operates as transport allottee once the same transport has been confirmed by its customers and the goods transported do not belong to it.

The use of the website is free, and access is enabled by GTS spa, only following the accreditation process according to the conditions present in the suitable online section.

**ACCREDITATION PATH**

Access to the website follows the accreditation process. The possibility to use the website is granted according to GTS spa unquestionable decision .

The accreditation process takes place online through the dedicated area which can be accessed from the Home Page.

Accreditation foresees two phases 1) filling in compulsory fields 2) sending (on line, by fax or through paper) of the requested documents.

GTS spa reserves the right to communicate within 7 working days the outcome of the accreditation process.

In the event in which no communication arrives from GTS spa regarding the outcome of the accreditation process within the term of 7 working days, the same should be considered as being negative.

GTS spa could motivate its decision but it isn’t obliged to do so.

Following the positive outcome process, User Name and Password will be attributed in order to access the website from a minimum of one to a maximum of five.

The user is not obliged to communicate eventual variations in the information and/or documents supplied at the moment of accreditation.

**WHAT IS THE “LOAD RESERVATIONS”**

GTS spa makes available within [www.gtsgo.it](http://www.gtsgo.it) some “load reservations” which represent the gist of the current document.

“Load reservations” are load orders not confirmed by GTS spa customers.

As it is common knowledge in the transport world a load order cannot be revoked.

In the moment in which GTS spa receives a not confirmed load order, it inserts it within [www.gtsgo.it](http://www.gtsgo.it) and from that moment on users will have the possibility to obtain the “load reservation”. With this award the user acquires the preemption right to conclude a transport contract with GTS spa under the condition that GTS spa final customer, confirms the load order to GTS spa.

If the GTS spa customer does not confirm the order, there is no conclusion of the transport contract with the purchaser.

**HOW TO OBTAIN “LOAD RESERVATIONS”**

Available “load reservations” are displayed within the reserved area.

They can be filtered through different preferences. The user will be able to activate the “warning” device free of charge which ,through the chosen tool, will send communication of the insertion in the database of a load opportunity according to preset preferences. The award of load reservations can take place through two channels:

1. Online auction: it functions with the criteria of the greatest decrease within a defined maximum amount of time. The participants in the auction have the possibility to compete for the award through successive decreases having as a starting point a value indicated by GTS spa. For each auction a limited amount of time is indicated, when this expires the best bidder obtains the “load reservation”.
2. Direct award. With this modality a reference price for a specific load is published. The first in chronological order confirming the load obtains the load reservation.
- 3.

**LENGTH**

Access to the website has the duration of 12 months from the accreditation date  
Access could be suspended or interrupted according to GTS spa unquestionable opinion.

**CONCLUSION OF THE TRANSPORT CONTRACT**

The transport contract will be considered concluded between the Purchaser of the “load reservation” and GTS spa only following written communication by GTS spa to the Purchaser himself of the load confirmation by GTS spa customer.  
In the event in which the transport is not entrusted to GTS spa by its customer anymore, the “load reservation” of the purchaser will be considered lapsed.

**EXCLUSION OF RESPONSIBILITIES**

GTS spa cannot be considered liable for eventual damages and/or costs sustained by the user following the use of the website [www.gtsgo.it](http://www.gtsgo.it) , as well as of the award and/or execution of transport contracts carried out through it.

By way of example and not exhaustive:

- Award of “load reservations” with following non entrusting of the transport;  
Incorrect information relative to transport opportunities published online ;  
Revocation of the the website access right

The user expressly declares to accept any exclusion of responsibilities responsabilità a carico di GTS spa.

**PLACE OF JURISDICTION AND APPLICABLE RULES**

For any controversy arising from the use of [www.gtsgo.it](http://www.gtsgo.it) and the application and interpretation of the following “general conditions” the place of jurisdiction will be Bari .

The Civil Code and Italian regulations will be applied to everything not disciplined in the current document.

**1) PAGINATION**

The current contract consists of two pages including the present one and it is signed on the sidelines on the first two and endorsed and stamped on the third and last page in two original copies.

Bari, .....

GTS SPA

The user

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**FOR THE PURPOSES AND EFFECTS OF ART 1341 AND 1342 THE PARTIES DECLARE TO HAVE CAREFULLY READ AND UNDERSTOOD EACH PART OF THE PRESENT WRITING AND TO APPROVE IN A SPECIFIC MANNER AND WITHOUT ANY RESERVATION THE FOLLOWING CLAUSES:**

- A) All premises;
- D) Accreditation path;
- E) Load reservation;
- F) Award of load reservation;
- 1) Length;
- 2) Conclusion of the transport contract;
- 3) Exclusion of responsibility;
- 4) Place of jurisdiction.

Bari, \_\_\_\_\_

GTS SPA

The user

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