

**GENERAL TERMS AND CONDITIONS of GOPET TRANS EOOD regulating the relationship with the assignors of the transport services**

1. The present General terms and conditions /GTC/ shall be applied in the relationships with the assignors of the transport services as regulate the conditions of as well as the responsibility of the parties upon performance of the services and related thereto business transactions.  
These GTC do not regulate the relationships between GOPET TRANS EOOD and its subcontractors – the carriers.
2. The Principal shall be liable for the correctness and the completeness of information provided to GOPET TRANS EOOD including for the correctness and the completeness of documents accompanying the goods. In case the weight, quantity, volume, the type of the cargo or any other features of cargo do not correspond to the information, stated in the transport order or in the CMR-consignment note, or if the transport documentation needed for performance of the customs, veterinary, sanitary procedures, traffic or other formalities, which shall be carried out before transferring the cargo to the consignee, are missing or do not correspond to the statutory requirements in the countries, through the territory of which the transportation is performed, then the Principal shall pay to the GOPET TRANS EOOD a compensation in accordance with the documents submitted (including resolutions of customs bodies) for the sanctions imposed and for the forced expenses, paid by GOPET TRANS EOOD (or by any third party (Carrier), contracted by him) to the correspondent bodies, as well as for any other costs, paid by GOPET TRANS EOOD which became due in the result of any action and/or inaction of the Principal with reference to this clause.
3. Free time for loading/unloading of the goods – 3 /Three/ hours, but in case of customs clearance of the goods – 24 /Twenty four/ hours, as of the arrival of the vehicle at the loading/unloading address as the time for loading/unloading specified in the transport order shall be considered.
  - 3.1.1. In case the free time specified above is exceeded the Principal shall pay GOPET TRANS EOOD the following penalties:
    - 10 /Ten/ EUR per each hour commenced but not more than 100 /One hundred/ EUR for the first 21 /Twenty one hours/ as of the expiration of three hours – free time for loading or unloading; For each next 24 /Twenty four/ hours commenced the penalty is 100 /One hundred/ EUR.
    - 100 /One hundred/ EUR for each next 24 /Twenty four/ hours commenced as of the expiration of free time for loading/unloading and custom clearance of the goods.
4. The Assignor shall pay a remuneration to GOPET TRANS EOOD for each arranged by the latter carriage within the term agreed in the transport order.
  - 4.1.1. In case the payment has been agreed to be made before unloading, the amount due shall be received on the bank account of GOPET TRANS EOOD in order the goods to be unloading and submit to the consignee. Otherwise GOPET TRANS EOOD shall be entitled to decline the cargo submission to the consignee as a security of its receivables under the relevant transport order till the moment of payment of the remuneration due. All costs resulting from the exercising of the lien including but not limited to: costs for warehousing, loading-unloading operations, redirecting of the vehicle, idle time etc. shall be borne by the assignee as the compensation of the costs

made also shall be paid before the unloading of the goods and their submission to the consignee.

4.1.2. In the hypothesis above GOPET TRANS EOOD shall not be liable for any delay upon goods delivery as well as for any additional costs of the consignee which the latter has already claimed or may claim towards the assignor.

5. The Principal has under no circumstances the right to withhold or set off any amount owed to GOPET TRANS EOOD without the explicit consent of the latter expressed in written form.

6. The loading and the unloading of the goods are not obligations of GOPET TRANS EOOD as the latter shall not be liable for damaging of the goods during their loading and/or the unloading.

7. GOPET TRANS EOOD shall be entitled to renounce the performance of the carriage in the following cases:

- if the loaded or intended to be loaded cargo does not correspond to the cargo, stated in the transport order and in the CMR consignment note;
- if the package of cargo is damaged, insufficient or inappropriate for the nature of the goods, their weight, volume and way of transportation, and the Principal refuses to replace it;

6.1.1. In these cases GOPET TRANS EOOD shall not bear responsibility towards the Principal for any delay in cargo loading and/or its delivery.

7. The Principal shall pay GOPET TRANS EOOD the following penalties in case already accepted by the latter transport order is cancelled by the Principal later than 2 p.m. on the date preceding the agreed date of loading:

- in case of groupage – **75 % of the freight rate** agreed for the cancelled transport order;
- in case of full load – **150 EUR**.

The penalties mentioned above do not limit or exclude the right of GOPET TRANS EOOD to claim /except the penalty itself/ also compensation up to the amount of real suffered damages.

9. GOPET TRANS EOOD shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery in accordance with CMR Convention.

10. To the issues unsettled by these General terms and conditions shall be applied:

- the provisions of CMR Convention /except to the issues regarding the term of the prescription of the right of GOPET TRANS EOOD to claim its remuneration for the services rendered to which the 5 year limitation period shall be applied/;
- the provisions of Bulgarian civil legislation.

The present General terms and conditions enter into force on 10.04.2017