

## General Terms for Carriers, version updated on 19.08.2015

### 1. IMPORTANT

1.1. This carriage is to be performed in accordance with CMR Convention and TIR convention (when this is necessary) with all the attendant rights and obligations, including claims.

1.2. Carrier is liable according to CMR. The Carrier must have valid insurance policy "Carrier's liability" /CMR insurance/ for the truck/trailer used in the transport otherwise we will apply for a policy on his behalf and at his expense.

1.3. Carrier must provide the right equipment as per this order, in good technical condition, clean & dry loading compartment, loading capacity as per the order plus 3.5t for forklift/other loading equipment.

1.4. Carrier must provide all necessary authorizations, visas, etc. in order to perform this transport in accordance with existing regulations in all transit countries, as well as countries of loading and destination.

1.5. Carrier must execute the order with own vehicles. The transport may be passed to a sub-contractor only after our explicit prior written permission. Otherwise the Carrier shall be obligated to pay us a penalty of 1000 eur for every particular breach of that obligation.

1.6. It is not allowed to re-load the goods on the truck/trailer different than the preliminary ordered one, without our explicit prior written confirmation. Otherwise you shall be obligated to pay us a penalty of 500 eur for every particular breach of that obligation.

1.7. It is not allowed to co-load any other goods in the vehicle, except the ones described in the order, otherwise you shall be obligated to pay us a penalty of 5.000 eur for every particular breach of that obligation.

1.8. With the acceptance of the present order the Carrier declares that if there is a claim for loss and/or damages or any non-complying with the transport conditions, he give us the power to withhold any and all payments that we own him until the situation is clarified. After the case is solved and there is signed protocol between us for our financial relationships, within 5 working days we shall pay everything except the sum for the claim.

1.9. Carrier must inform us in written about the location and status of the truck every day latest till 10:00h local time. In case he gives us no information or gives us wrong one, the Carrier shall pay penalty of 100 eur for every particular breach of that obligation.

1.10. Carrier must inform us in written for any delays in transport, or for if any deviation from the normal transport route and any additional costs / incl. overloading charges / as soon as the Carrier is in possession of such information. We shall pay only the additional costs for which we have been informed in written and which he have accepted.

1.11. Carrier must inform us in written about the unloading date at least one day before that date until 12h local time. 1.12. Free time for loading/unloading, incl. customs clearance: 48 hrs for non-EU countries; 24 hrs for EU countries (week-end days and bank holidays not included).

1.13. Claims for standing costs will be accepted only in case of providing clear note on CMR /or another relative document, like Standing Card/, about time& date of arrival/departure of the truck at loading/unloading place as per this order.

1.14. Carrier cannot claim standing costs in case of late arrival for loading/unloading date and time as per the order.

1.15. In case of delay by the carrier to load and / or unload the cargo he will be charged with a penalty of 150 eur, and for each additional day of delay the carrier will be charged with additional 150 eur. This amount is not a limit for us to claim for additional costs resulting from the delay of the carrier.

1.16. If you do not reject this order by sending any written rejections or objections within 1 /one/ hour after its receiving by fax or e-mail, we will consider that you accept all terms and conditions listed in this order. In case you reject this order later than 1 /one/ hour after its receiving, regardless if the performance of the transport itself has been initiated, we may claim a penalty of 500 eur.

1.17. The transport order is strictly confidential. Carrier, respectively the driver, is not allowed to expose it to third parties.

1.18. The Carrier carrying out the transport in particular is not allowed to offer the client, the receiver or the sender of the goods or any intermediary expeditions or carriers involved in that transport directly/ personally, via telephone, fax, or via e-mail or via a third person, transport/freight forwarding Version 8/19.08.2015 services under the similar conditions as per the relevant order, for a period of minimum 1 year from the date of the last transport of this kind for Gopet. Otherwise we shall be entitled to claim a penalty of 10000 eur for each case. In case of damages higher than the above mentioned penalty Gopet has the right to bring an action for the rest of the amount claimed in the court.

1.19. The Carrier is responsible for a proper and safe loading of the truck, excessive axle-weight, overloading and all damages due to unsafe loading and/or lack of securing the goods. While loading and unloading the Driver of the Carrier is obliged to check if the condition and the quantity of goods correspond to what is written in the documents for the carriage and in the order. The Carrier shall mark all discrepancies in the carriage's documents in response with CMR and TIR Conventions. The Carrier shall inform us immediately in written and wait our written reply before leaving the loading/unloading place, otherwise we deny all claim and responsibility.

1.20. In case of transportation of goods /feeding stuffs, waste and other non-exhaustively listed here goods/, whose carriage is subject to authorization or registration regime as well as to current and/or subsequent control by competent authorities, the Carrier is obliged to keep properly the necessary documentation/records/, required by the law, and to send it to us in due time strictly following our instructions. We reserve the right at any time to carry out a verification of compliance with this obligation. When as a result from non-performance of abovementioned obligations by the Carrier a procedure for ascertainment of committed administrative offence and sanctioning have been initiated against Gopet or it is already penalized by competent authorities the Carrier owes us a penalty amounting to the maximum extent prescribed by the law or accordingly in the amount of the sanction already imposed.

1.21. The Parties recognize exchanged by fax or e-mail correspondence valid contract in writing. Any contradictions which may arise, the parties will try to solve by mutual contest. If it will not be possible, place of court is Arbitration court at the Bulgarian Chamber of Commerce and Industry, Sofia, Bulgaria. 1.22. The applicable law is be Bulgarian and the language of the legal procedure - the Bulgarian.

## **2. INVOICING**

- 2.1. The Carrier must issue and send us two pieces of invoices /one original and one copy/ for each transport order, as well as the other documents, described below.
- 2.2. The invoice must include the following information: order number; Customer's VAT number; Carrier's VAT number; full bank details and IBAN.
- 2.3. The Carrier must send us the following documents so the payment for the agreed freight rate can be made:
- 2.3.1. In case of transport within countries of EU: one original invoice, one copy of invoice, one original CMR, one copy of CMR, duly stamped & signed by the consignee.
  - 2.3.2. In case of transport between countries, which at least one of them is non-EU member: original invoice + 2 original copies of CMR, duly stamped & signed by the consignee + copy of Carnet TIR /or another T-document/, stamped by customs of destination.
  - 2.3.3. In case of transport between EU countries, but transiting a non-EU country: original invoice + 2 original copies of CMR, duly stamped & signed by consignee + copy of Carnet TIR with observation T2L on it /or another T-document/, stamped by the customs of destination.
- 2.4. Carrier must send us the invoice, together with requested documents as per above instructions, within 20 days after unloading, if not - this may lead to delay of payment of the invoice. Please send your invoice & CMR to following post address: GOPET TRANS EOOD, 7 Vega Str., Kazichene, 1532 Sofia, Bulgaria.
- 2.5. Each of the companies GOPET ROMANIA SRL, GOPET POLAND and GOPET TRANS EOOD shall, as per the freight agreement, be entitled to act on behalf and on the account of the others, whereas no express written statement to this end will be required.
- 2.6. In order to be paid your invoice should contain: our transport order number; our VAT number; Carrier's VAT number; bank details: bank corporate name, bank SWIFT address, IBAN – currency/ account – currency. In case of change of bank details the Carrier must send us an official written notification of the change in due time. Gopet shall not be liable in case of outstanding, delayed or payments made on old accounts due to the absence of or in provision of incomplete, old and/or incorrect data for bank details by the Carrier. Version 8/19.08.2015
- 2.7. Gopet carries out payments to the Carriers on Tuesdays or Wednesdays in respects of invoices with maturity dates from Friday of the previous week to Thursday of the current week inclusive.
- 2.8. In case of execution of payment transactions within the European Community the payee pays the charges levied by his payment service provider, and the payer - the charges levied by his payment service provider in compliance with Directive 2007/64/EC of the European Parliament and of the Council. This manner is also applicable for payments where the payee is located out of European Community unless otherwise is agreed in the contract concluded by the parties.
- 2.9. The carrier shall not be entitled through cession or in any other manner whatsoever to assign his receivables from Gopet to third persons.

### **3. SMUGGLING PREVENTION**

- 3.1. The driver must present at loading and make sure that the truck and cargo is under his supervision until the loading unit is sealed.

3.2. In case custom is done not at loading place, the driver is not allowed to leave from the loading place, without a seal on the loading unit, which has a register number on it.

3.3. This seal is to be removed only at the customs place and after custom control & clearance, the customs authorities put another seal with registered number.

3.4. The driver undertakes to not smuggle any goods: cigarettes, alcohol, people etc. 3.5. The driver, respectively the Carrier, must inform us in written immediately, in case of any suspicion of possible smuggling.

3.6. The driver undertakes to not load or let appear in the cabin and in the loading unit any other goods than the ones already mentioned in the transport documents.

3.7. The Carrier is responsible in front of us, for all action of the driver.

3.8 In case of discovering of smuggling, the Carrier is fully responsible according to the law for all consequences and must pay all possible fines. Furthermore, we may claim against the Carrier a penalty of 50.000 EUR and to withhold any and all payments on due transport invoices.