

# **GENERAL TERMS AND CONDITIONS /GTC/of GOPET regulating the relationship with the assignors of the transport services**

## **Definitions.**

**"Gopet" or "We"** means any of the following companies in the GOPET GROUP: GOPET TRANS EOOD, GOPET ROMANIA SRL, GOPET POLAND SP.ZO.O., GOPET TRANS HELLAS IKE, GOPET IBERICA SL, GOPET GLOBAL LOJISTIK TICARET A.S., GOPET NORTH MACEDONIA DOOEL to which the relevant transport order is assigned.

**"Principal" or "Client"** shall mean the legal/natural person - assignor of the transport service to Gopet.

**"Transport order" or "Order"** shall mean any verbal instructions or any written documents sent via email, fax or any other communication channel, by which the transport service is assigned to Gopet and which set out the terms and conditions under which the service shall be duly performed. For the avoidance of doubt, the Order within the meaning of these General Terms and Conditions governs the contractual terms for the carriage of goods, and in the event that the principal's general terms and conditions are referred to, such terms shall not apply to Gopet. Gopet shall not be deemed to have accepted or agreed to any such terms either by confirming the Order or in any other manner.

Once accepted, the Order shall constitute a valid and binding transport contract. The Order shall be considered accepted after being explicitly confirmed in writing by Gopet. The provision of the plate number of the vehicle shall be deemed as a written confirmation.

**"Goods" or "Cargo"** shall mean the object of the transport services and the related transactions thereto according to the order and these GTC. The container, if provided by the Client, packaging or the cargo protection equipment used during the transport service shall also be treated as **"Goods" or "Cargo"**.

**"FTL order"** /Full Truck Load/ shall mean a transport order whereby the carriage of goods for a single Client is assigned, with the entire cargo space of the vehicle engaged by the Client, irrespective of whether the goods occupy its full volume or not.

**"LTL order"** /Less Than Truck Load/ shall mean a transport order whereby the carriage of goods is assigned that do not occupy the entire cargo space of the vehicle, with such space being shared for the carriage of goods of other Clients as well.

**"CMR Convention"** shall mean [Convention on the Contract for the International Carriage of Goods by Road](#) (CMR) (Geneva, 19 May 1956) and all subsequent amendments and supplements thereto.

**"TIR Convention"** shall mean [Convention on International Transport of Goods Under Cover of TIR Carnets](#) (Geneva on 14 November 1975) and all subsequent amendments and supplements thereto.

**"ADR Convention"** shall mean [European Agreement concerning the International Carriage of Dangerous Goods by Road](#) (New York City on 21 August 1975) and all subsequent amendments and supplements thereto.

**"CIM"** shall mean [Uniform Rules Concerning the Contract of International Carriage of Goods by Rail](#) and all subsequent amendments and supplements thereto.

**"SENT Regulation" / USTAWA z dnia 9 marca 2017 r. o systemie monitorowania drogowego przewozu towarów/** shall mean Polish law regarding monitoring of the road transport of goods in force as of April 2017 ) and all subsequent amendments and supplements thereto.

**"EKAER Regulation"** shall mean Electronic Trade and Transport Control System (*'elektronikus közúti áruforgalom-ellenőrző rendszer'*), which has been mandatory in Hungary since January 2015, monitoring goods traffic within Hungary and also goods transported by public roads between member states of the European Union and all subsequent amendments and supplements thereto.

**"UIT code"** shall mean the unique number generated upon registration of a carriage in "RO e-Transport System" - the National System for monitoring the road transport of goods RO e-Transport ("Sistemul național privind monitorizarea transporturilor rutiere de bunuri RO e-Transport"), which is mandatory in Romania since the 1st of July 2022, monitoring the traffic of goods inside Romania and transported from/to Romania.

**"UNP"** – shall mean Unique Transport Number, generated upon registration of the carriage of goods with high fiscal risk within the territory of the Republic of Bulgaria in the information system of the National Revenue Agency (NRA).

**"GTC"** shall mean our General terms and conditions contained herein which are an integral part of each transport order.

## **I. Applicable Laws and regulations. Jurisdiction.**

1.1. The present GTC shall apply to the relationships with the assignors of the transport services and regulate the terms of the responsibility of the parties in connection with the performance of the services and related business transactions. No General Terms and Conditions of the Client shall apply, regardless of when and how they were provided.

These GTC do not apply to relations with Clients assigning the performance of carriage by sea or by air.

These GTC do not regulate the relationships between Gopet and its subcontractors – the carriers.

1.2. The Parties shall conduct their business in a lawful manner and in accordance with the professional standards of their respective industry. The Parties shall comply with all international and local laws and regulations applicable to the performance of the services, including, but not limited to, CMR Convention, TIR Convention, ADR Convention, CIM Rules, SENT, EKAER Regulations and shall maintain a safe system of work in accordance with the guidelines of such laws and regulations.

1.3. To the relationship between the Parties shall apply:

- the transport order's conditions;
- these GTC;
- the provisions of CMR Convention/CIM (except for matters concerning the statute of limitation for the right of Gopet to claim its remuneration for the services rendered to which the 5-year limitation period shall be apply);
- the provisions of the national legislation at the registered seat of the respective Gopet Group company to which the services have been assigned.

## **II. General Provisions & Liabilities.**

2.1. Gopet shall be obliged to provide a means of transport in accordance with the Principal's requests under the Transport Order and shall ensure timely performance thereof.

2.2. Gopet shall be entitled to subcontract the performance of the transport order to a third party without the prior explicit consent of the Principal.

2.3. Gopet shall be entitled to transship the goods and make use of various cross-dock facilities as necessary to ensure timely and safe delivery to the final destination.

2.4. Gopet is liable for the total or partial loss of the goods and for damage thereto occurring between the time of taking over the goods and the time of delivery, as well as for any delay in delivery in accordance with CMR Convention/CIM.

2.5. Gopet shall not be responsible for the packaging, loading or unloading of the goods, nor shall it be liable for any damage to or destruction of the goods arising during such loading or unloading, or resulting from inadequate, insufficient or inappropriate packaging. Furthermore, Gopet shall not be liable for any overloading of the transport unit or for any sanctions imposed in this respect by the competent authorities and shall have the right to refuse the loading of any goods that would cause such overloading of the trailer.

2.6. Gopet shall be entitled to refuse to commence the performance of the transport and even to reject the order at any time without being liable to the Principal for any damage arising therefrom, in the following non-exhaustive cases of contractual breaches by the Principal:

- if the loaded or to-be-loaded cargo does not correspond to the cargo specified in the transport order and/or in the CMR consignment note (including in case of dangerous goods, which are prohibited or restricted under ADR or similar regulations/;
- if, in Gopet's reasonable judgement, the goods cannot be transported safely and in compliance with the applicable law;
- if the packaging of cargo is damaged, insufficient or otherwise unsuitable for the nature, weight, volume and method of transportation of the goods, and the Principal refuses to replace it.

In case the breach is remedied and Gopet commences or continues with the performance of the transport, it shall not be held liable for any delays or any other damages.

2.7. The Principal shall be obliged to provide Gopet, in writing and not later than prior to the order confirmation, with all relevant details related to performance of the Order: type, weight, volume, value and packing of the cargo, details about loading/unloading schedule, such as fixed loading/unloading slots, specific requirements if any.

2.7.1. At its sole discretion, Gopet shall be entitled to open the packaging and inspect the cargo for safety and security reasons. Gopet shall not be obliged to inspect the cargo inside the packaging.

2.8. The Principal shall be liable for the accuracy and the completeness of the information provided to GOPET including for the accuracy and the completeness of documents accompanying the goods. In case the weight, quantity, volume, the type of the cargo or any other features thereof do not correspond to the information stated in the Order, or if the transport documentation required for performance of the customs, veterinary, sanitary, 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 compensate Gopet based on the documents submitted (including resolutions of customs authorities) for:

- the sanctions imposed and
- for the expenses, incurred by Gopet (or by any third party (Carrier), contracted by Gopet) to the correspondent authorities,
- for any other costs, incurred arising from any action and/or omissions of the Principal in relation to this clause.

2.8.1. The Principal shall be obliged, not later than the completion of loading of the goods, to provide Gopet with UIT code, UNP or any other registration code, which are necessary for the lawful performance of the carriage. Gopet shall not be liable for any sanctions imposed by the competent authorities or any damages incurred by the Client or any third parties due to a failure to provide, or a late provision of, such code. Furthermore, the Principal shall hold Gopet harmless from any and all damages arising from the failure of the Principal to register the transportation or by late provision of the code itself. The Client shall reimburse Gopet for the damages sustained upon first demand.

2.8.2. Without prejudice to art.2.8. and art.2.8.1, GOPET shall be entitled to a penalty amounting to 200 (Two hundred) EUR per each commenced 24 hour period of enforced stay of the vehicle - by an order of a competent body- at Customs checkpoint (after expiration of the free time as per art.2.11), at border inspection post or at any other place of check/inspection during the performance of the contract, caused by any action and/or omission of the Principal or of a person for which action and/or omissions the Principal is liable, including for failure to timely provide of UIT code, UNP, etc.

2.9. In case the Principal requests a change of the loading location before 14:00h on the day preceding the loading date or a change of the unloading place after the truck has been loaded, Gopet shall be entitled to charge 1.5 euro per each additional km for ambient cargo and 2.30 euro/additional km for temperature-controlled cargo. Any additional costs that may arise due to the relocation, including but not limited to ferry boat/bridge/tunnel tickets etc., shall also be borne by the Principal. If a request for a change of the loading location is made later than the term specified above Gopet shall be entitled to refuse the order without being held liable for any damages arising therefrom.

2.10. The Principal shall be obliged to provide the cargo for transportation in suitable and sufficient packaging preventing any damage to the cargo during transit. The packaging shall be dry and clean, without sharp edges, protrusions or anything else which can contaminate or damage the vehicle, its equipment or another cargo being transported therein.

2.11. Free time for loading/unloading of the goods, calculated from the arrival of the vehicle at the loading/unloading location, but not earlier than the time and date stipulated in the order:

- 3 hours - where the goods are not subject to customs clearance;
- 24 hours - where the goods are subject to customs clearance.

2.12. In case the free time specified above is exceeded, the Principal shall pay Gopet the following penalties without prejudice to any other rights or claims Gopet may have under this agreement:

2.12.1. For ambient cargo:

- 25 euro for each commenced hour, up to a maximum of 250 euro/day;
- 250 euro for each subsequent commenced day of delay.

#### 2.12.2. For temperature-controlled cargo:

- 40 euro for each commenced hour, up to a maximum of 400 euro/day;
- 450 euro for each subsequent commenced day of delay.

2.13. In case a transport order already accepted by Gopet is cancelled by the Principal after 14:00h on the date preceding the agreed date of loading, the Principal shall pay Gopet the following penalties without prejudice to any other rights or claims Gopet may have under this agreement:

- in case of LTL order – up to 75 % of the freight rate agreed for the cancelled transport order,
- in case of FTL order, ambient cargo - 250 euro;
- in case of FTL order, temperature-controlled cargo – 400 euro.

The penalties mentioned above do not limit or exclude the right of Gopet to claim, in addition to the penalty itself) compensation up to the amount of actual suffered damages.

### **III. Payment terms.**

3.1. The Principal shall pay remuneration to GOPET for each service rendered within the term agreed in the respective transport order. In case no payment term is agreed in the order, the payment is to be made within 15 days from the invoice date.

3.1.1. In case the Principal fails to pay the remuneration within the term agreed, Gopet shall be entitled to claim a penalty amounting to 0.1% of the unpaid amount per each day of delay.

3.2. Should any litigation arise from the non-payment or delay in payment of an invoice issued according to agreed terms, Gopet may claim a penalty in the amount of 1 500 euro (one thousand and five hundred euros) to the Principal. In addition, the Principal shall reimburse Gopet for all legal fees and expenses incurred, including not limited to stamp duties and any other costs related to the legal representation of the company before the courts.

3.3. In case the payment has been agreed to be made before unloading, the amount due shall be credited to the bank account of Gopet prior to unloading and delivery of the goods to the consignee. Otherwise, Gopet shall be entitled to withhold the delivery of the cargo to the consignee as security for its receivables under the relevant transport order until the remuneration due is paid. All costs arising from the exercising of such lien including but not limited to costs for warehousing, loading-unloading operations, vehicle rerouting, idle time etc., shall be borne by the Principal as the compensation of the costs incurred also shall be paid before the unloading of the goods and their delivery to the consignee.

3.3.1. Gopet shall also be entitled to exercise a lien on the goods and the accompanying documents to secure any amount due to it under the order and these GTC, at any time, including costs of recovering thereof. This right of lien extends to cover not only the specific transaction or service related to the lack of payment, but also to any and all obligations existing at any time including under other contracts.

3.3.2. Gopet may exercise and enforce its lien under 3.3 and 3.3.1 in such manner as it reasonably considers appropriate, including by way of sale or other disposal of the goods and may apply the proceeds thereof in satisfaction of any amounts due.

3.3.3. In the foregoing circumstances, GOPET shall not be liable for any delay in goods delivery nor for any additional costs incurred by the consignee, whether already claimed or to be claimed against the assignor or for any damage sustained by the latter.

3.4. Under no circumstances shall the Principal have the right to withhold or set off any amount owed to GOPET without the explicit consent of the latter expressed in writing

3.5. For environmental purposes, and if permitted by law, Gopet shall be entitled to send the Principal invoices together with all related documents by electronic means (e-mail).

3.6. Additional administrative fees may be charged, up to 1% of the total remuneration under the Order, including but not limited to: fee for paper invoice, CMR/CIM waybill and other requested paper documents, fee for accounting balance references /whether in hard or electronic form/ etc.

#### **IV. Other terms.**

4.1. The present GTC shall enter into force on 22.09.2025 and shall supersede all previous versions thereof.