

Valid as of 21.08.2017.

## GENERAL TERMS AND CONDITIONS APPLICABLE TO GOPET'S TRANSPORT ORDER TO THE CARRIERS

### I. Definitions.

**"We" or "Gopet"** means either company in the GOPET GROUP: GOPET TRANS EOOD, GOPET ROMANIA SRL, GOPET POLAND SP.ZO.O., GOPET TRANS HELLAS EPE, GOPET TRANS IBERICA SL sending the relevant transport order. Each of the companies shall be entitled to act on behalf and on the account of the others, whereas no express written statement to this end will be required, including to exercise all the rights set out herein below.

**"Carrier"** means any third company /which is not part of the GOPET GROUP/ that we, by mean of the transport order, assign the transport service to be performed.

**"Transport order" or "Order"** means our written instructions sent via email, fax or EDI assigning the transport service to the Carrier and containing the terms and conditions under which the service shall be duly performed. Once accepted as per the conditions set out herein below it shall be considered a valid transport contract concluded.

**"Status information"** means information on bellow 3 points:

1. Current geographical location of the vehicle /country, city nearby/;
2. Any deviations from the preliminary planned routing and time frame for the execution of the order;
3. Any foreseen delays for loading/unloading.

**"Delay"** means any deviation from the time terms stipulated in our order for the exact performance of any obligation.

**"Commenced Day Delay"** means any delay from the time terms stipulated in the order. Example: loading requested on 28.12.20XX. 08:00h, truck arrives on 28.12.20XX, 08:01h – it is considered 1 day delay; truck arrives on 29.12.20XX, 08:01h – it is considered 2 days delay.

**"Foreseen delay"** means delay which is reasonably expected to occur but not yet occurred.

**"Code of Conduct for Partners"** means the document describing the main principles which guide our operations and activity with our Partners and Carriers. [Available here](#).

**"CMR Convention"** means [Convention on the Contract for the International Carriage of Goods by Road](#) (CMR) (Geneva, 19 May 1956).

**"TIR Convention"** means [Convention on International Transport of Goods Under Cover of TIR Carnets](#) (Geneva on 14 November 1975).

**"ADR Convention"** means [European Agreement concerning the International Carriage of Dangerous Goods by Road](#) (New York City on 21 August 1975).

**"MILOG" /Mindestlohngesetz/** means German Minimum Wage Act in force as of 1 January 2015.

**"Macron law" /LOI n° 2015-990 du 6 août 2015 pour la croissance, l'activité et l'égalité des chances économiques /** means French Minimum Wage Act in force as of 1 July 2016.

**"SENT Regulation" /USTAWA z dnia 9 marca 2017 r. o systemie monitorowania drogowego przewozu towarów/** means Polish law regarding monitoring of the road transport of goods in force as of April 2017.

**"EKAER Regulation"** means Electronic Trade and Transport Control System (*'elektronikus közúti áruforgalom-ellenőrző rendszer'*), mandatory in Hungary as from January 2015, monitoring goods traffic inside Hungary and also goods transported on public roads between member states of the European Union.

**"GTC"** means our General terms and conditions containing herein which are an integral part of each transport order.

**"PPE"** /Personal Protective Equipment/ means the equipment which the driver must be provided with at the loading/unloading sites, including during the loading/unloading operations at the sites. Standard PPE contains of safety helmet, eye protection goggles, ear plugs/earmuffs, safety boots with hard toecaps, gloves, high visibility jacket.

**"FTL order"** /Full Truck Load/ means transport order for a dedicated vehicle, assigning transport of goods that fill up a full truck, or a partial load shipment occupying an entire truck.

**"LTL order"** /Less Than Truck Load/ means transport order assigning transport of goods that do not take up the entire available space on the truck.

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

2.1. These terms and conditions regulate the relationship between a company of the Gopet group sending the transport order and the Carrier.

2.2. This carriage is to be performed in accordance with CMR Convention and if applicable - TIR Convention and/or ADR Convention with all the attendant rights and obligations, including claims for the non-performance, originating therefrom.

2.3. The Carrier shall conduct its business in a manner both lawful and consistent with the professional standards of the industry. The Carrier shall comply with all international and local laws and regulations applicable to the performance of the carriage and to its employees /such as but not limited to: MILOG, Loi Macron law, SENT, EKAER Regulations, etc./ and shall operate a safe system of work under the guidelines of such laws and regulations.

2.4. The Carrier undertakes to conduct its business activity in accordance with our Code of Conduct for Partners available on:

<https://gopettrans.com/wp-content/uploads/2017/06/Partners-Code-of-Conduct-2017.pdf>

2.5. The Carrier undertakes to make sure the driver will get acknowledged with our instructions for safe and secure transportation, as per the Carrier's Manual available on:

[http://gopettrans.com/wp-content/uploads/2017/04/Narachnik\\_za\\_prevozvachi.pdf](http://gopettrans.com/wp-content/uploads/2017/04/Narachnik_za_prevozvachi.pdf)

2.6. Any contradictions which may arise between the parties with connection with a particular transport order and/or these GTC, the parties shall try to solve by mutual consent. If it is not possible, they may seize the Arbitration court at the Bulgarian Chamber of Commerce and Industry, Sofia, Bulgaria which shall settle the case in compliance with CMR Convention and Bulgarian laws. The language of the legal procedure shall be the Bulgarian one.

2.7. The Parties recognize exchanged by fax or e-mail correspondence valid contract in writing.

### **III. General Provisions & Liabilities.**

3.1. The Carrier is liable according to the CMR. The Carrier must have valid insurance policy "Carrier's liability" /CMR insurance/ for the truck/trailer used in the transport, otherwise we may apply for a policy on Carrier's behalf and at Carrier's expense, or we are entitled to cancel the transport order without any penalties or compensations to be owed by us therefore.

3.2. The Carrier must provide and maintain all necessary authorizations, visas, etc. in order to perform the transport ordered in accordance with the existing regulations in all transit countries, as well as the countries of loading and destination. Otherwise the Carrier shall be liable for all damages sustained.

3.3. The Carrier must execute the carriage with its own vehicles. The transport may be assigned to a sub-contractor only after our explicit prior written permission. Otherwise the Carrier may be charged with a penalty of 1000 eur for every particular breach of that obligation.

3.4. The Carrier must provide the requested equipment as per the order. In case there is no any special request, the Carrier shall provide the proper one, having into consideration all other order's conditions. The vehicle must be in good technical condition, with clean & dry loading compartment, having loading capacity as per the order plus 3.5t for forklift/other loading equipment. While being at the loading/unloading address, the driver is obliged to have PPE for his safety and to comply with the internal rules of the relevant site. Otherwise the Carrier will be liable for all damages sustained.

3.5. If the Carrier does not reject the order by sending any written rejections or objections within 1 /one/ hour after its receiving by fax, e-mail or EDI, we will consider the order accepted with all terms and conditions set out therein as binding. In case the Carrier fails to provide the vehicle at the loading address within the term specified in the order this shall be considered a delay and charged as per 4.7. Without prejudice to all other rights provided for herein /including mentioned in 4.8./ we also may terminate the transport contract at any time after the delay has occurred, with immediate effect, and we may claim a penalty in the amount of 500 euro.

3.6. In case the Carrier rejects the order later than 1 /one/ hour after its receiving, we may charge a penalty of 500 euro.

3.7. 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 us or we are 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.

3.8. In case of T-control transport, prior to the loading the Carrier is obliged to make sure that the temperature inside the loading compartment of the vehicle corresponds to the one requested as per the order. The temperature must be checked at the time of loading, controlled and kept to be as requested in the order all the way/at all times until the delivery to the final destination. In case the Carrier fails to fulfill this obligation, it shall be liable for all damages sustained by us, including but not limited to damages caused due to any faults of the equipment in use, regardless of ownership of the equipment, weather conditions, etc.

3.9. In case of dangerous goods transport /ADR/, the Carrier is obliged to provide the necessary equipment for the transport unit and the vehicle crew and to perform the carriage in compliance with all requirements provided for in ADR Convention. The Carrier is obliged to make sure that the driver holds and carry on the vehicle valid training certificate as per ADR, issued by the authorized institutions.

3.9.1. The Carrier declares and warrants that its personnel is familiar with all requirements of the provisions for carriage of dangerous goods and is duly trained for safety handling and emergency response procedures.

3.10. The Carrier is responsible for the proper and safe loading and securing of the cargo avoiding of excessive axle- and total weight and for all damages caused due to unsafe loading and/or lack of securing the goods. It is Carrier's obligation to make sure the driver will check if the factual condition and quantity of goods and packaging at collection correspond to the documents for the carriage and to our instructions related to this order. It is Carrier's obligation to mark all discrepancies in the carriage's documents in compliance with the applicable legislation – CMR, TIR etc. In case of FTL order the Carrier shall inform us immediately in written about such remarks made on CMR and/or the rest of the transport documents and shall wait our written instructions before leaving the loading/unloading place, otherwise the Carrier shall be liable for all damages sustained. In case of LTL order the Carrier is liable for all damages sustained, which arise due to improper loading and securing of the cargo, excessive axle- and total weight.

3.11. In case of FTL order it is not allowed to co-load any other goods in the vehicle, except the ones instructed to load by us, otherwise the Carrier may be charged with a penalty of 5000 eur for every particular breach of that obligation.

3.12. It is not allowed to re-load the goods on the truck/trailer different than the preliminary ordered one, it is not allowed to change the delivery address without our explicit prior written confirmation. Otherwise the Carrier may be charged with a penalty of 500 eur for every particular breach of that obligation.

3.13. Upon the arrival at the loading address, in case the vehicle is not provided with proper safety equipment as per the order /belts, edges, securing boards, rubbers etc./, the Carrier is obliged to inform us immediately and to procure the required equipment asap from the nearest provider at its own expense. In case the equipment will be provided by the loading site, it is at Carrier's expense and the amount paid by us will be deducted from any due to the Carrier amounts. In case of pallet exchange request mentioned in the order, the Carrier is obliged to return back the empty pallets otherwise it will be liable for all damages sustained by us therefore. The amounts for damages will be deducted from any due to the Carrier amounts.

3.14. Under no circumstances the Carrier is entitled to exercise any lien or retention of goods transported or of any other kind of our property or our clients' property. Otherwise the Carrier is liable for all damages sustained.

3.15. All penalties provided for in these GTC do not limit or lapse our right to claim compensation amounting to the real damages sustained.

3.16. If due to any damages caused to the goods during the transport or due to any discrepancies in the transport conditions as they are previously agreed or due to any action and/or inaction of the Carrier, additional costs have been made or have to be made in relation but not limited to: transport of the goods back to the sender or other place based on our instructions and our Client's request, scrapping, destroying, additional handling, for manual labor, repacking and etc., the resulting costs shall be on Carrier's account.

3.17. With the acceptance of the present order the Carrier declares that if there is a claim for lost and/or damaged goods or for any non-complying with the transport

conditions as well as for damaged property /ours or any third party's/, it gives us the power and unconditionally acknowledges our right to withhold any and all amounts that we own it until the situation is clarified and solved. After the case is solved and there is signed protocol between us and the Carrier regulating our financial relationships, within 5 working days we shall pay everything except the sum for the claim.

3.18. In respect of avoidance of any smuggling and/or thefts, it is Carrier's obligation to undertake all reasonably necessary preventive measures, such as but not limited to parking on secured places, careful and complete inspection of the truck and the loading unit after each brake, compliance with safety and security instructions listed in our Carrier's Manual; compliance with safety and security instructions on the sites of loading and delivery.

3.19. In case of establishing of smuggling, the Carrier is fully responsible according to the law for all consequences thereof and must pay all possible fines imposed. Furthermore, we may claim a penalty of 50.000 EUR and to deduct the penalty from any amounts due to the Carrier.

3.20. The Carrier is responsible towards us for all actions and/or inactions of the driver.

3.21. It is Carrier's obligation to make sure that:

3.21.1. The driver shall not smuggle people and/or goods such as but not limited to cigarettes, alcohol etc.

3.21.2. The driver shall 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, by taking all reasonably necessary preventive measures.

3.21.3. The driver shall present at the loading operations and make sure that the truck and the cargo are under his supervision until the loading unit is sealed.

3.21.4. In case the statutory custom activities have not been executed at the loading place, the driver is not allowed to leave the loading place without receiving our instructions and a seal with register number on it to be put on the loading unit. This seal is to be removed only by the competent authorities at the customs place and after custom control & clearance.

3.21.5. In case of any inspection while in transit the duly documentation must be obtained from the respective authorities, explaining why the seal has been broken. If possible, the loading unit must be sealed again, till reaching customs point and/or final destination. The Carrier shall be obliged to immediately inform us for the seal removal.

3.21.6. In case of using ferry crossings and/or rail to complete the trip, the driver shall avoid long-lasting parking for rests, within the distance of 150 km from the ports and terminals.

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

3.23. The Carrier is not allowed to offer our client, the receiver or the sender of the goods or any intermediary freight forwarder or carriers involved in that transport service directly/personally, via telephone, fax, or via e-mail or via a third person, transport/freight forwarding services under the similar conditions as per the relevant order, for a period of minimum 1 year as of the date of the last transport of this kind executed for us. 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 claim compensation for the damages actually sustained.

3.24. The Carrier shall be obliged to present on our request all documents related to the wage paid per working hour by the Carrier to each one of its employees performing activity or working within the territory of Federal Republic of Germany. Such documents may be payment orders, a declaration from the employee confirming that he/she has received a wage at least equal to the minimum wage in compliance with MILOG or explicit confirmation issued by the accountant of the Carrier stating that the Carrier has observed the requirements of MILOG.

3.24.1. In case, as a result of the breach by the Carrier of any of the obligations under MILOG, we suffer any damages including payment of any fines imposed and/or other administrative sanctions, or being convicted by an employee of the Carrier to pay a compensation or whatsoever, the Carrier shall reimburse us in the amount of damages sustained per each breach.

3.25. In case of transport with loading/unloading in or transit through Poland the Carrier shall ascertain if a SENT number is mentioned in the order:

3.25.1. If there is no SENT number mentioned in the order:

During the loading the carrier/driver is obliged to check if the goods must be registered in SENT system by comparing the cargo details from the carriage documents and/or any other information received at loading place, with the list of goods under SENT control. If the goods are to be registered in SENT, the carrier/driver is obliged to stop loading and immediately contact us for instructions.

3.25.2. If there is a SENT number in the order: The driver must have this number during the carriage. In the case of the system failure on the part of the Polish National Fiscal Administration the driver must have a document replacing the notification and the confirmation of receipt of that document or the document indicating an inter-warehouse transfer. The driver must present the SENT number/document to the authorities in case of checking on the route within the territory of Poland.

3.26. By accepting of the order the Carrier agrees and authorizes us, at our own discretion, to perform its obligation for initial registration of the carriage and supplementation thereof via the Electronic Tax and Customs Services Platform - <https://puesc.gov.pl/>. For avoidance of any misunderstanding the authorization aforementioned shall not be deemed as any undertaking for performance of the carrier's obligations under SENT Regulation.

3.26.1. In order to perform the needed registration in SENT the Carrier shall provide us with the required data for the carriage and all changes as the following but not limited to: delays in loading/delivery, change of vehicles, enter/exit point of Poland etc.

#### **IV. Performance.**

4.1. For the execution of our order, the Carrier undertakes to provide a vehicle equipped with GPS, cell-phone or similar technology, in order to support reliable and regular communication and status information till final delivery of the goods. The execution of our order starts from the moment it is sent by us to the Carrier, by e-mail, fax or EDI.

4.2. The Carrier is obliged to provide us with status information regarding the described below but not limited to the following:

**4.2.1. Prior to loading and prior to unloading:** in case of any delay foreseen, immediately after it is aware of such possibility, such as but not limited to any delay at previous transport delivery; technical breakdown; need of a driving rest; change of the planning route; any kind of driving restrictions, bans or any other events that may delay the arrival of the vehicle on time as per the terms in our transport order.

**4.2.2. At the loading and at the unloading address:** as soon as the goods are loaded/unloaded or in case of any delay in loading/unloading operations; in case of any discrepancy of factual condition and quantity of goods with the ones stated in our order and/or with the once stated in carriage's documents; in case of any damage including of the packaging; in case of improper loading/securing of the goods by the sender; in case the sender/receiver does not allow the driver to write a remark in the CMR/consignment note etc.

**4.2.3. While in transit:** the location and status of the truck every day latest till 10:00h local time. In case of no information or wrong information, the Carrier shall pay penalty of 100 eur for every particular breach of this obligation.

4.3. The Carrier must inform us immediately in written for any delay and/or deviation from the normal transport route and any additional costs / incl. overloading charges /. We shall pay only the additional costs for which we have been informed in written and which we have accepted.

4.4. Free time for loading/unloading, incl. customs clearance: 48 hrs for non-EU countries; 24 hrs for EU countries (weekends and the bank holidays are not included). In case the loading/unloading or the custom clearance has not been initiated or it has been initiated but not finished within the free time, the carrier is obliged to immediately notify us and request instructions. It is not allowed vehicle to leave the loading or unloading address without written instructions and confirmation of Gopet, otherwise the carrier will be charged with a penalty of 500 euro.

4.5. Claims for standing costs/demurrages will be accepted only in case of providing clear record on CMR /or another relative document like Standing Card, confirmed by the personnel of the loading/delivery point/, stating time & date of arrival/departure of the truck at loading/unloading place.

4.6. The Carrier shall not be entitled to claim any standing costs/demurrages in case of late or earlier arrival for loading/unloading as per the date and time specified in the order.

4.7. The Carrier must respect the loading and delivery dates and time terms stipulated in the order. In case the Carrier fails to meet the agreed terms it shall be charged with 150 eur for each commenced day of delay. This amount is not a limit for us to claim for additional costs resulting from the delay of the carrier.

4.8. In case of delay or foreseen delay of the vehicle for loading or unloading, which is not acceptable by us, we reserve the right to may cancel the order and subcontract to a different carrier in order to meet the agreed terms. Any additional costs resulted by such cancelation, including but not limited to higher freight rate costs, cross-dock and handling costs in case of re-loading, will be directly invoiced to the Carrier and deducted from its due invoices. If there are no due invoices to the Carrier the latter shall be obliged to pay the invoiced additional cost within the term of 5 /Five/ days as of the receipt of the relevant invoice via email.

## **V. Payment terms and invoicing.**

5.1. The Carrier must issue and send us two copies of each invoice /one original and one copy/ for each transport order performed, as well as the rest of the documents, described below.

5.2. In addition to requested documents as per the order, the Carrier must send us the following documents in order to receive the payment of the agreed freight rate:

5.2.1. In case of a transport performed within EU countries : one original invoice, one copy of the invoice, one original and one copy of the CMR, duly stamped & signed by the consignee.

5.2.2. In case of a transport performed between countries when at least one of them is non-EU member: original invoice + 2 original copies of the CMR, duly stamped & signed by the consignee + copy of Carnet TIR /or another T-document/, stamped by customs authorities of destination.

5.2.3. In case of a 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.

5.3. The requested documents as per 5.2. shall be received by Gopet at our postal address mentioned in the order, within 20 days after the date of unloading. Otherwise the term for payment may be prolonged with additional 45 days. We may also claim a penalty of 0.1% from the due amount per each commenced day delay.

5.4. In order to be paid the invoice must 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.

5.5. Gopet carries out payments to the Carriers on Tuesdays or Wednesdays in respects of the invoices with maturity dates from Monday to Sunday inclusive of the current week.

5.6. 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.

5.7. The Carrier is not entitled through cession or in any other manner whatsoever to assign its receivables from Gopet to third persons.