

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

## **I. Definitions.**

**"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 to which the relevant transport order is assigned.

**"Principal"** means the legal/natural person - assignor of the transport service to GOPET.

**"Transport order" or "Order"** means any written instructions sent via email, fax or EDI assigning the transport service to GOPET and containing the terms and conditions under which the service shall be duly performed. Once accepted it shall be considered a valid transport contract concluded. The Order shall be 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"** means the subject of the transport services and the related thereto transactions under the order and these GTC. The container, packaging or the cargo protection equipment used during the transport service shall also be treated as **"Goods" or "Cargo"**.

**"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.

**"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).

**"CIM Rules"** means [Uniform Rules Concerning the Contract of International Carriage of Goods by Rail](#).

**"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.

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

1.1. The present GTC shall be applied in the relationships with the assignors of the transport services, regulating the conditions and the responsibility of the parties upon performance of the services and related thereto business transactions.

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

1.2. The Parties shall conduct their business in a manner both lawful and consistent with the professional standards of the industry they belong to. The Parties shall comply with all international and local laws and regulations applicable to the performance of the carriage and to its employees /such as CMR Convention, TIR Convention, ADR Convention, CIM Rules, SENT, EKAER Regulations etc./ and shall operate a safe system of work under the guidelines of such laws and regulations.

1.3. To the relationship between the Parties shall be applied:

- the transport order conditions;
- the present GTC;
- the provisions of CMR Convention /except to the issues regarding the term of the prescription of the right of GOPET to claim its remuneration for the services rendered to which the 5 years limitation period shall be applied/;
- the provisions of Bulgarian civil legislation.

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

2.1. GOPET shall be obliged to provide a transport mean to meet Principals requests according to transport order and to secure on time performance.

2.2. GOPET shall be entitled to assign the performance of the transport order to a third person, being responsible for all actions/inactions of the sub-contractors involved, related to performance of the order safely and legally.

2.3. Unless otherwise agreed in the order, GOPET shall be entitled to transship the goods and use various cross-dock locations, aiming to secure on-time 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 when taking over the goods and the time of delivery, as well as for any delay in delivery in accordance with CMR Convention.

2.5. Unless otherwise agreed in the order, the packaging, loading and the unloading of the goods are not obligations of GOPET as the latter shall not be liable for damaging of the goods during their loading and/or the unloading, or due to the lack of, poor or inappropriate packaging of goods.

2.6. GOPET shall be entitled to renounce the performance of the carriage and furthermore to cancel the order at any time without bearing responsibility towards the Principal for any damages arisen therefrom, in the following cases of Principal contractual breaches:

- 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 /including in case of hazardous type of goods, being prohibited or restricted articles as per ADR or similar regulations/;
- if GOPET decides the goods cannot be transported safely and legally;
- 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.

2.6.1. In case the breach is remedied and GOPET starts or continues the performance of the transport it shall not be held liable for any delays or whatsoever damages.

2.7. The Principal shall be obliged to provide GOPET in writing /at the latest in the order/ 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 fix loading/unloading slots, specific demands if any.

2.7.1. Unless otherwise agreed in the order, at its own discretion, GOPET shall be entitled to open and inspect the cargo for safety and security reasons. Unless it is explicitly requested by the Principal's order GOPET shall not be obliged to inspect the cargo inside the packaging.

2.8. The Principal is liable for the correctness and the completeness of information provided to GOPET 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 GOPET 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 (or by any third party (Carrier), contracted by GOPET) to the correspondent bodies, as well as for any other costs, paid by GOPET, which became due in the result of any action and/or inaction of the Principal with reference to this clause.

2.9. In case any modifications of the loading location is requested by the Principal prior 14:00h on the day before the loading date or the unloading place modification is requested after the truck is loaded, GOPET shall be entitled to be paid of 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 re-location, such as costs for ferry boat/bridge/tunnel tickets etc., shall be charged to the Principal as well. If the loading location modification is requested later than the term specified in the preceding sentence 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 submit the cargo for transportation in appropriate and sufficient package preventing the cargo from any damages during transportation. The package shall be dry and clean, without any sharp edges, protuberances or whatsoever 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 as 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 - in case of no customs clearance;
- 24 hours - in case of customs clearance of the goods.

2.12. Unless otherwise agreed in the order, in case the free time specified above is exceeded, the Principal shall pay GOPET the following penalties:

2.12.1. For FTL order, ambient cargo:

- 15 euro for each commenced hour, but not more than 150 euro/day;
- 150 euro for each next commenced day of delay.

2.12.2. For FTL order, temperature controlled cargo:

- 25 euro for each commenced hour, but not more than 250 euro/day;
- 250 euro for each next commenced day delay.

2.13. Unless otherwise agreed in the order, the Principal shall pay GOPET cancellation penalties in case already accepted by the latter transport order is cancelled by the Principal later than 14:00h on the date preceding the agreed date of loading:

- in case of LTL – up to 75 % of the freight rate agreed for the cancelled transport order;
- in case of FTL ambient - 150 euro;
- in case of FTL temperature controlled cargo – 250 euro.

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

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

3.1. The Principal shall pay a remuneration to GOPET for each arranged by the latter carriage within the term agreed in the transport order. In case there is no payment term agreed in the order, the payment is to be done within 20 days as 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 penalty amounting to 0.1% per each day of delay.

3.2. Should any litigation arises from the non-payment or delay in payment of the invoice issued according to agreed terms, GOPET may claim a penalty in the amount of 1.500 euros (one thousand and five hundred euros) towards the Principal. The latter shall apart reimburse GOPET for all legal fees and expenses paid /stamp tax etc. expenses related to the legal representation of the company in foreign countries in front of the courts.

3.3. In case the payment has been agreed to be made before unloading the amount due shall be received on the bank account of GOPET in order the goods to be unloaded and submit to the consignee. Otherwise GOPET 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.

3.3.1. GOPET also shall be entitled to exercise a lien on the goods and related documents for securing of any other amount due to it under the order, at any time, including the costs of recovering of the same. This right of lien is extended 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 enforce the lien under 3.3 and 3.3.1 in any reasonable manner, including sale or disposal of the goods.

3.3.3. In the hypothesis above GOPET 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 or for whatsoever damages sustained by the latter.

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

3.5. Unless otherwise agreed, in order to protect the environment, GOPET shall be entitled, if the law so permits, to send the Principal an invoice issued with all related documents via email.

3.6. Additional administrative fees may be charged, up to 1% from the total remuneration according to the order, per appearance, such as but not limited to: fee for paper invoice, CMR waybill and other paper documents requested, fee for accounting balance references /regardless hard or electronic copy/.

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

4.1. The present GTC enter into force on 27<sup>th</sup> of November, 2017 and supersede all previous versions of GTC.