

**ANNEX NO 1 TO EACH CARRIAGE CONTRACT- ORDER**

**GENERAL TERMS AND CONDITIONS OF THE CARRIAGE CONTRACT- ORDER**

**ART.1 PRELIMINARY ISSUES**

**1.1.** These GENERAL CONDITIONS OF THE CARRIAGE CONTRACT-ORDER represent ANNEX No. 1 to the CARRIAGE CONTRACT- ORDER and constitute an integral part of it.

**1.2.** By accepting the CARRIAGE CONTRACT- ORDER , by signing and stamping it or by any act or fact indicating the CARRIER's intention to carry out the carriage services under the CARRIAGE CONTRACT- ORDER (e.g., providing the BENEFICIARY with the number of the vehicle/vehicles with which the requested carriage is to be carried out, etc.), the CARRIER represents that it is aware of and accepts the GENERAL CONDITIONS OF THE CARRIAGE CONTRACT-ORDER, which are attached hereto as ANNEX 1. to the CARRIAGE CONTRACT-ORDER, which constitute an integral part thereof.

**ART.2. PARTIES TO THE CARRIAGE CONTRACT - ORDER. DEFINITIONS**

**2.1.** The Parts of the CARRIAGE CONTRACT- ORDER are specified in "**ART.1. THE PARTIES TO THE CARRIAGE CONTRACT - ORDER. DEFINITIONS**" of the CARRIAGE CONTRACT- ORDER.

**2.2. "BENEFICIARY":** the legal entity, which requests the "CARRIER" to perform the freight carriage services, based on the CARRIAGE CONTRACT- ORDER , namely **SC EURO TEAM GB SPEDITION SRL**, which is a commercial company, specialized in the organization of national and international freight carriage, upon the orders and on behalf of its client/clients.

**2.3. "CARRIER":** is a legal entity, which provides domestic and international freight carriage services under the CARRIAGE CONTRACT- ORDER , i.e., a commercial company, to which the BENEFICIARY assigns the performance of freight carriage

services under the CARRIAGE CONTRACT- ORDER.

**2.4. "CARRIAGE CONTRACT PRICE":** means the amount of money to be paid by the BENEFICIARY, as consideration, for the freight carriage services provided by the CARRIER.

**2.5. "PARTY":** means either the "BENEFICIARY" or the "CARRIER" and "PARTIES" means both the "BENEFICIARY" and the "CARRIER" collectively.

**2.6. "CARGO SERVICES" or "SERVICES":** in both cases, means the goods carriage operations and other services which the CARRIER undertakes to provide under the CARRIAGE CONTRACT- ORDER.

**2.7. "CARRIAGE CONTRACT":** means this onerous service agreement by which the BENEFICIARY orders the CARRIER to provide freight carriage services under the terms of the CARRIAGE CONTRACT and in compliance with the regulations in force.

**2.8 "GOODS":** means the totality of the goods carried by the CARRIER under the CARRIAGE CONTRACT- ORDER or, depending on the context, means the goods (if reference is made to a single good) carried by the CARRIER under the CARRIAGE CONTRACT- ORDER.

**2.9. "VEHICLE/VEHICLE":** means the combination of the "tractor head" and the trailer/trailer, or only the "tractor head" or the trailer/trailer, depending on the context.

**2.10. "CMR CONVENTION":** means the CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD (CMR) (GENEVA, 19 MAY 1956)

**2.11. "TIR CONVENTION":** means the CONVENTION ON THE INTERNATIONAL CARRIAGE OF GOODS UNDER REGULATED FOR TIR CARGOES (Geneva, 14 November 1975).

**2.12. "ADR CONVENTION":** means the EUROPEAN AGREEMENT CONCERNING INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (New York, 21 August 1975).

**2.13. "MILOG" (Mindestlohnsgesetz):** represents the GERMAN MINIMUM WAGE LAW (in force since 1 January 2015).

**2.14. "MACRON LAW" (LOI n° 2015-990 du 6 août 2015 pour la croissance, l'activité et l'égalité des chances économiques)** represents THE LAW REGARDING MINIMUM WAGE IN FRANCE (in force since 1 July 2016).

**2.15. "SENT REGULATION":** (USTAWA z dnia 9 marca 2017 r. o systemie monitorowania drogowego przewozu towarów) is the POLISH LAW ON MONITORING OF ROAD FREIGHT TRANSPORT (in force since April 2017).

**2.16. "EKAER REGULATION":** means the ELECTRONIC TRADE AND TRANSPORT CONTROL SYSTEM ('elektronikus közúti áruforgalom-ellenőrző rendszer'), MANDATORY IN HUNGARY SINCE JANUARY 5<sup>TH</sup>, 2015, MONITORING THE  
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TRAFFIC OF GOODS ON THE TERRITORY OF HUNGARY, BUT ALSO GOODS TRANSPORTED ON PUBLIC ROADS BETWEEN THE MEMBER STATES OF THE EUROPEAN UNION.

**2.17. "CABOTAGE OPERATIONS":** means national transport carried out temporarily in a host Member State for the benefit of a third party in accordance with EU Regulation 1072/2009.

**2.18. "FORESEEN DELAY IN LOADING/UNLOADING":** means the delay in loading/unloading the goods which is expected to take place, but which has not yet taken place (the following events constitute a foreseen delay in loading/unloading: technical breakdown or any other incident; the need to rest; any kind of driving restrictions, prohibitions or any events which could lead to a delay in the arrival of a vehicle on time, according to the terms of the contract-order).

**2.19. "UNNOTIFIED LATE DELIVERY":** means the situation in which the CARRIER fails to arrive within 1 hour from the date and time stipulated in the carriage contract- order for taking over the goods.

**2.1.20. "FREE TIME OFF LOADING/UNLOADING":** the time during which the CARRIER is required to station at loading/unloading without claiming additional remuneration. For the purposes of this carriage contract- order the free time at loading/unloading is: 24 hours for EU countries, respectively 48 hours for NON-EU countries.

### **ART. 3. SCOPE OF THE CARRIAGE CONTRACT- ORDER**

**3.1.** The scope of the present CARRIAGE CONTRACT- ORDER is the performance, by the CARRIER, of freight carriage services, on behalf of the BENEFICIARY and its customer/customers, on the basis of the CARRIAGE CONTRACT- ORDER, in accordance with the national and international regulations in force (TIR, CMR, AETR, ADR, ATP, ATA).

### **ART. 4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Both parties are bound to execute the CARRIAGE CONTRACT- ORDER in good faith and with the diligence of professionals, so that each of them to achieve their own rights and interests.

The parties benefit from all rights and obligations conferred by national and international legal provisions (CMR Convention, Romanian Civil Code, etc.).

#### **4.1. THE CARRIER HAS THE FOLLOWING OBLIGATIONS**

**4.1.1.** The CARRIER shall act with diligence in the effective performance of the CARRIAGE CONTRACT- ORDER, observing the contractual clauses.

**4.1.2. a)** The CARRIER is bound to provide the services requested by the BENEFICIARY to the highest professional standards, in accordance with the provisions of the CARRIAGE CONTRACT- ORDER, under the operational conditions imposed by the BENEFICIARY, observing national and international legislation in the field of road freight carriage.

**a.** The CARRIER's services in relation to the BENEFICIARY, relate to the road carriage of the BENEFICIARY's clients' goods (hereinafter referred to as "goods"), by suitable road vehicle/vehicle, as provided in the applicable operational conditions of the BENEFICIARY.

**b.** In this case, the CARRIER's services in relation to the BENEFICIARY include the time during which the road vehicle/vehicle and the driver are at the BENEFICIARY's disposal, from the arrival of the road vehicle/vehicle at the place of loading until its departure from the place of unloading of the goods (for each transport, the free/non-chargeable time of stationing at the place of loading/unloading of the goods is 24 or 48 hours respectively, and is included from the beginning in the transport tariff).

**c.** The services shall also include the supervision of the loading and unloading of the goods by the CARRIER, through its driver's agent, of the goods to be transported, as well as additional services necessary for the carriage of the goods, so that the CARRIER, as a party to this contract, shall be solely responsible for the customs and formalities required.

**d.** For the services specified in paragraph b), the CARRIER shall not request an additional charge for the carriage, the services being included from the outset in the price of each carriage, the amount of the charge being determined solely by reference to the nature of the goods carried, the route, the distance covered and the quantity of goods to be loaded.

**4.1.3.** The CARRIER undertakes to carry out the domestic and/or international carriage of goods in accordance with the provisions of the CARRIAGE CONTRACT- ORDER, in accordance with the international and national legislation in force.

**4.1.4.** The CARRIER is bound to ensure the delivery of the goods in accordance with the conditions of the CARRIAGE CONTRACT- ORDER and in accordance with the national and international regulations in force (TIR, CMR, ARTR, ADR, ATP, ATA).

**4.1.5.** The CARRIER is bound to carry out the transport with the consignment note (CMR), Document T, TIR Carnet, commercial invoice, certificate of conformity, quality certificate, phytosanitary certificate and other documents required for the transport, all in original.

**a.** The CARRIER shall be liable for the consequences of the loss of these documents.

a)

**4.1.6.** a) When loading the goods, the CARRIER shall ask the consignor of the goods or, depending on the context, shall draw up with the consignor a consignment note (CMR), which shall be signed and stamped by both the consignor and the CARRIER, and subsequently by the consignee of the goods.

b) The CARRIER shall be liable for the consequence of the loss of the consignment note (CMR).

c) When it is necessary for the CARRIER to fill in the waybill together with the consignor of the goods, the CARRIER shall ensure that the CMR document, as well as any other legal document necessary for the performance of the carriage, is filled in correctly, accurately and carefully.

d) The CARRIER has the obligation to verify the accuracy of the information in the consignment note (CMR) when loading the goods and to inform the BENEFICIARY of any discrepancies between the information in the consignment note (CMR) and the information in the CARRIAGE CONTRACT- ORDER, by comparison with the factual situation.

e) If the CARRIER leaves the place of loading without informing the BENEFICIARY of any discrepancies between the information contained in the consignment note (CMR) and that contained in the CARRIAGE CONTRACT- ORDER in comparison with the factual situation, the CARRIER automatically undertakes these discrepancies, and any damages found shall be imputed to the CARRIER.

f) The CARRIER is bound to send the BENEFICIARY the consignment note (CMR) in digital format by e-mail or Whatsapp, immediately after unloading the goods, but not more than 24 hours after unloading the goods.

**4.1.7.** a) For the purposes of this CARRIAGE CONTRACT- ORDER, the CARRIER undertakes to ensure the carriage of goods by road vehicle/vehicle, which technically and commercially meets the BENEFICIARY's requirements, in order to transport the goods.

a. In order to carry out the transport, the CARRIER is bound to ensure that the road vehicle/vehicle is in good technical condition, clean and do not emit odours.

b. The CARRIER must ensure that its road vehicle/vehicle meets all the conditions required by international law to be used at all times of the year in accordance with the laws and regulations in force in the countries where the road vehicle/vehicle is transporting goods.

c. By mutual agreement, the CARRIER's road vehicle/vehicle will be equipped according to the BENEFICIARY's requirements. The CARRIER shall provide at its own expense the additional equipment required by the BENEFICIARY and shall guarantee to the BENEFICIARY that the road vehicle/vehicle meets both the conditions required by the BENEFICIARY and those required by the national and international legislation in force.

d. The CARRIER must ensure that it provides the BENEFICIARY with a road vehicle/vehicle that has the legal capacity to load the goods to the minimum required in accordance with the BENEFICIARY's instructions. In this respect, the operational conditions imposed by the BENEFICIARY will be observed.

e. For the purpose of the CARRIAGE CONTRACT- ORDER and in accordance with the operational conditions imposed by the BENEFICIARY, the CARRIER represents that the road vehicle/vehicle performing the carriage will meet all the conditions required by national and international law at the time of carriage and that the CARRIER will hold all the documents required by national and international law, including but not limited to: transport licence, execution licence, annual technical inspections, rovine, ITP (periodic technical inspection) checks, driver with valid professional certificate, etc.

f. In order to avoid smuggling and/or theft, the CARRIER is bound to take all necessary preventive measures, such as, but not limited to, parking in secured premises, careful and thorough inspection of the vehicle(s) after each break, compliance with safety and security instructions at loading and delivery locations.

g. In the event that smuggling is established, the CARRIER shall bear full liability under the law for all consequences resulting therefrom and shall be liable to pay all fines imposed.

**4.1.8.** The CARRIER undertakes to comply with the delivery conditions and deadlines confirmed by the BENEFICIARY and stipulated in the CARRIAGE CONTRACT- ORDER.

**4.1.9.** a) The CARRIER is bound to comply with the legal provisions concerning the road, road transport and traffic on public roads.

b) The BENEFICIARY shall not be liable for any breach by the CARRIER of any legal provisions relating to the road, road transport and public road traffic regime, and any damages suffered by the CARRIER (e.g., traffic fines, etc.) shall be borne by the CARRIER.

**4.1.10.** The CARRIER undertakes to comply with the specifications provided by the BENEFICIARY with regard to the working arrangements/working procedures at the addresses of dispatch and destination.

**4.1.11.** The CARRIER has the obligation to be present at the place for the pick-up of the goods, indicated in the CARRIAGE CONTRACT- ORDER, on the date and at the time indicated.

**4.1.1.**

**4.1.12.** a) The CARRIER is bound to supervise the loading/unloading of the means of transportation and to inform the

BENEFICIARY of any irregularities existing at the place of loading/unloading.

b) If the CARRIER leaves the place of loading/unloading without informing the BENEFICIARY of the irregularities discovered, the CARRIER automatically undertakes responsibility for them, and any damages found shall be charged to the CARRIER.

**4.1.13.** a) The CARRIER is bound upon loading the goods to check the apparent condition of the goods and packaging, as well as the quantity of the goods and to notify the BENEFICIARY as soon as possible of any irregularities discovered.

a. If, at the time of loading the goods, the CARRIER has reservations regarding the condition of the goods, the packaging, the quantity of the goods, it is bound to inform the BENEFICIARY as soon as possible about this aspect and to expressly mention the irregularities reported in the CMR. Otherwise, it is presumed that the goods are in conformity from quality and quantity perspective with the information in the CMR and do not have any defects.

b. The CARRIER is bound to provide grounds for any reservations it makes regarding the apparent condition of the goods, the packaging, the quantity of the goods, with the mention that such reservations are not binding on the consignor unless they have been expressly accepted in the consignment note by the consignor, by its signature.

c. If the CARRIER leaves the place of loading without informing the BENEFICIARY about the condition of the goods, the packaging, the quantity of the goods and without writing down the reported irregularities in the consignment note (CMR), the CARRIER automatically undertakes liability for them and any damage found at destination shall be exclusively attributed to the CARRIER.

**4.1.14.** The CARRIER is bound to ensure that it has the required tools and devices to protect the goods (anti-skid mats for pallets, lashing straps and collars, etc.) and those expressly requested by the BENEFICIARY's client.

a. If the CARRIER's road vehicle/vehicle is not properly equipped and tools and/or devices are to be provided to ensure the protection of the goods from the loading place, these will be paid by the CARRIER.

**4.1.15.** The CARRIER is bound to ensure correct and efficient loading, as well as to comply with the driver's transport safety obligations (compliance with the total permissible load, compliance with the maximum permissible axle load, compliance with the permissible vehicle dimensions, on-road control of the measures to ensure the effectiveness of the loading, no impairment of the functions of the road vehicle/vehicle (single-sided loading, front loading, etc.).

**4.1.16.** a) The CARRIER has the obligation, when loading the load, to make sure that the total permissible load, the maximum permissible axle load are observed, correlating the information in the consignment note, the CARRIAGE CONTRACT-ORDER and the actual situation.

b) In case of any irregularities (exceeding the total permissible load, exceeding the maximum permissible axle load) the CARRIER is bound to inform the BENEFICIARY in writing and to comply with the instructions of the BENEFICIARY.

c) If the CARRIER leaves the place of loading without informing the BENEFICIARY of the irregularities discovered, this automatically implies the undertaking of these irregularities, and any damages incurred by the CARRIER shall be borne by the BENEFICIARY (e.g., fines).

**4.1.17.** The CARRIER undertakes not to load another consignment into the road vehicle/vehicle if the CARRIAGE CONTRACT- ORDER specifies "full load".

**4.1.18.** a) The CARRIER undertakes to provide the road vehicle/vehicle equipped with a GPS system, and to provide the BENEFICIARY with the possibility of GPS monitoring integrated into the BENEFICIARY's software platform.

a1) Use by the CARRIER of all monitoring applications requested by the BENEFICIARY is mandatory.

a2) In addition, the CARRIER is bound to communicate the exact position of the road vehicle/vehicle every day until 9:00 a.m. and after each loading/unloading and to provide GPS data when requested by the BENEFICIARY.

b) The CARRIER is bound to provide the driver, or the drivers involved in the transport requested by the BENEFICIARY, with a mobile phone with SMART technology, with the following applications installed: WHATSAPP, B2B, CAM SCANNER.

b1) The CARRIER has the obligation to ensure the training of the driver, respectively the drivers involved in the transport requested by the BENEFICIARY, on the correct use of the mobile phone with SMART technology, as well as the applications WHATSAPP, B2B, CAM SCANNER.

b2) The CARRIER is bound to ensure that all drivers involved in the transport will use the mobile phone with SMART technology, mentioned in art.4.1.18 letter b), provided by the PROVIDER, as well as the WHATSAPP, B2B, CAM SCANNER applications installed, when requested by the BENEFICIARY and in accordance with its requirements.

b3) The CARRIER will ensure that the BENEFICIARY has the possibility to communicate by telephone with all drivers involved in the transport requested by the BENEFICIARY in any EU or NON-EU country.

**4.1.19.** a) In the case of temperature-controlled refrigerated transport:

a. Before loading, the CARRIER is bound to ensure that the temperature inside the loading compartment of the vehicle corresponds to that required by the CARRIAGE CONTRACT- ORDER.

b. The temperature must be checked at the time of loading, must be controlled and maintained as required by the CARRIAGE CONTRACT- ORDER, throughout the journey from delivery to final destination.

a)

c) After unloading the goods, the CARRIER is bound to communicate to the BENEFICIARY the thermodiagram, justifying that the goods have been transported under the required conditions, in case it was necessary to ensure the goods transport by temperature-controlled vehicle/refrigerated vehicle.

d) If the CARRIER fails to honour the obligation mentioned in letters a), b) and c) it shall be liable for all damages incurred by the BENEFICIARY.

**4.1.20.** a) In the case of transport of dangerous goods/ADR:

a. The CARRIER guarantees that it is authorised to carry out such carriage in accordance with the applicable legislation and complies with the specific rules applicable to the carriage of dangerous goods.

b. In the case of carriage of dangerous goods/ADR, the CARRIER is bound to provide the necessary equipment to the transport unit and the crew/driver of the road vehicle/vehicle and to carry out the carriage in accordance with all the requirements stipulated in the ADR Convention.

c. The CARRIER is bound to ensure that the driver has and keeps with him, at all times, in the road vehicle/vehicle, the training certificate, according to ADR, issued by the authorized institutions.

**4.1.21.** a) In case of the carriage of goods, (consisting of foodstuffs, waste, other goods not covered by this contract), subject to authorisation or registration and current and/or subsequent control by the relevant authorities, the CARRIER is bound to properly keep the documents/records required by law and to send them, in due time and as instructed, to the BENEFICIARY at the address specified by the latter.

b) In the event that, as a result of failure to comply with the obligations referred to in point **4.5.11**, an infringement or offence procedure has been initiated or penalties have been imposed on us by the relevant authorities, the CARRIER shall owe the BENEFICIARY a penalty in the amount of the penalty already imposed on the BENEFICIARY.

**4.1.22.** The CARRIER is bound to ask for and follow the instructions/guidelines of the BENEFICIARY when impediments to the transport arise.

**4.1.23.** If for any reason the execution of the CARRIAGE CONTRACT- ORDER is or becomes impossible prior to the arrival of the goods at the place of delivery, the CARRIER is bound to ask the BENEFICIARY for instructions/guidance.

**4.1.24.** In the event that after the arrival of the goods at the place of destination there are impediments to the release of the goods, the CARRIER is bound to request instructions/guidance from the BENEFICIARY.

**4.1.25.** a) The CARRIER is bound to notify, in writing, the BENEFICIARY and to enter in the consignment note (CMR), under its signature and stamp, the date and time of arrival of the road vehicle/vehicle to be loaded/unloaded, respectively, of the consignor of the goods and the consignee of the goods.

a. The CARRIER is bound to enter in the consignment note (CMR) the date and time of arrival of the road vehicle/vehicle at the place of loading/unloading of the goods, as well as the date and time of departure of the road vehicle/vehicle from the place of loading/unloading of the goods, under the signature and stamp of the consignor, respectively the consignee of the goods.

b. The free/non-chargeable time of stationing at the place of loading/unloading the goods is 24 hours for EU countries and 48 hours for NON-EU countries, being included from the beginning in the transport tariff (weekends and legal holidays are not considered as stationing time).

c. If loading/unloading has not been initiated or has been initiated but not completed within the free time mentioned in letter c), the CARRIER is bound to notify the BENEFICIARY immediately and request instructions. It is not permitted, during the free loading/unloading time or after its expiry, for the road vehicle/vehicle to leave the loading or unloading address without written instructions and confirmation from the BENEFICIARY.

d. The CARRIER is bound to notify, in writing, the BENEFICIARY about the detention of the road vehicle/vehicle at loading/unloading, beyond 24 hours, respectively 48 hours from the arrival of the road vehicle/vehicle at the place of loading/unloading the goods.

e. The taxable parking time at the place of loading/unloading of the goods begins to run after the passage of 24 hours, respectively 48 hours from the date of arrival of the vehicle/vehicles at loading/unloading. Thus, the CARRIER is entitled to charge parking charges only after 24 hours and 48 hours respectively of parking of the road vehicle/vehicle at the place of loading/unloading.

f. The CARRIER shall not be entitled to claim parking charges in case of late or early arrival for loading/unloading, not in accordance with the date and time specified in the CARRIAGE CONTRACT- ORDER.

g. The costs of parking the road vehicle/vehicle at the place of loading/unloading the goods for more than 24 or 48 hours respectively from the date of arrival of the road vehicle/vehicle at the place of loading/unloading shall be paid by the BENEFICIARY only if the CARRIER has cumulatively fulfilled the obligations imposed in article 4.1.25, points b and c and only following the acceptance in writing by the BENEFICIARY of these costs.

**4.1.26.** a) The CARRIER shall be solely liable, in terms of compliance with customs regulations, as well as the completion of customs formalities, for the conformity of documents drawn up on the basis of instructions received from the BENEFICIARY's clients.

**4.1.1.**

a. Where there are customs formalities to be completed, the CARRIER is bound to ensure that these have been carried out in accordance with the terms and conditions indicated in the CARRIAGE CONTRACT- ORDER and according to the

BENEFICIARY's specifications.

b. In the event of any problems arising which may jeopardise the performance or completion of the customs operations, the CARRIER undertakes to inform the BENEFICIARY in writing as soon as possible and to comply with its instructions.

c. The CARRIER is bound not to take over/carry/unload the goods without the customs formalities having been properly completed.

**4.1.27.** The CARRIER is bound not to tranship the goods without the acceptance of the BENEFICIARY.

**4.1.28.** The CARRIER is bound to handle the goods in accordance with the instructions/guidelines of the BENEFICIARY for the entire time they remain in the custody of the CARRIER.

**4.1.29.** a) The CARRIER shall be responsible for taking out insurance to cover fully and completely all obligations and commitments in accordance with the requirements of national and international law.

b) The CARRIER is bound to hold a valid "Carrier's Liability" insurance policy covering damages of at least EURO 100,000, for the combination of tractor unit and trailer/half-trailer placed at the BENEFICIARY's disposal.

**4.1.30.** a) To carry out transport with its own vehicles. Sub-contracting of this CARRIAGE CONTRACT- ORDER is only possible with the written consent of the BENEFICIARY.

b) If the CARRIER obtains the written consent of the BENEFICIARY to the performance of the carriage by one of its subcontractors in a contractual relationship with the BENEFICIARY, the CARRIER remains solely liable for the performance of the CARRIAGE CONTRACT- ORDER, both during and after the end of the contractual relationship.

**4.1.31.** a) Meet international requirements (CMR, TIR, AETR, ADR, etc.) for the execution of the CARRIAGE CONTRACT- ORDER.

a. The CARRIER undertakes to obtain all permits and authorizations required for the carriage, in accordance with the national and international legislation of the States on whose territory the carriage is performed.

b. The CARRIER undertakes to pay all permits, authorizations and taxes required for the performance of the carriage or which result or would result from the performance of the carriage, in accordance with the national and international legislation of the States on whose territory the carriage is performed.

c) The BENEFICIARY will not be liable for the payment of the permits, authorizations or fees mentioned in art. 4.1.31 letters b and c, being entirely the obligation of the CARRIER, their re-invoicing will not be accepted by the BENEFICIARY.

**4.1.32.** a) The CARRIER formally confirms and represents that it has satisfied all legal obligations and conditions for the performance of the carriage activity.

b) In particular, the CARRIER confirms that it has all necessary transport licences and/or other documents required to operate as a carrier and will provide and deliver copies of these documents to the BENEFICIARY at the time of confirmation/acceptance of the CARRIAGE CONTRACT- ORDER.

**4.1.33.** The CARRIER represents that it has complied with the international and national laws applicable to the carriage of goods and has all the documents required by national and international legislation for the carriage such as, but not limited to: MILOG, Loi Macron, SENT, EKAER Regulations, etc.

**4.1.34.** The CARRIER must ensure that the BENEFICIARY has in its possession valid and recent copies of the documents referred to in articles 4.1.31 and 4.1.33 and must inform the BENEFICIARY of any changes to these documents.

**4.1.35.** The CARRIER shall indemnify the BENEFICIARY against any claim for compensation as a result of the non-fulfilment of the conditions mentioned in Art. 4.1.31 and 4.1.33.

**4.1.36.** The CARRIER is bound to deliver the goods at the place of destination to the person entitled to receive them on the date and at the time specified in the CARRIAGE CONTRACT- ORDER.

**4.1.37.** The CARRIER is bound to inform the BENEFICIARY, as a matter of urgency, in writing, of any delay in loading/unloading the goods, as well as the expected delay in loading/unloading, as defined in the CARRIAGE CONTRACT- ORDER.

**4.1.38.** The CARRIER is bound to deliver the goods in the condition in which they were taken from the place of loading, at the place and date of destination to the person entitled to receive them.

**4.1.39.** The CARRIER is bound to send the BENEFICIARY, by email or WHATSAPP, the consignment note (CMR) in digital format, after the carriage services have been performed, i.e., immediately after unloading the goods, but not more than 24 hours.

**4.1.40.** The CARRIER is bound to send to the BENEFICIARY the documents mentioned in Article 7 by post or courier service.

**4.1.41.** It is expressly agreed that the GENERAL PROVISIONS AND CONDITIONS OF THE CARRIER shall not be applicable to EURO TEAM GB SPEDITION S.R. L.

## **4.2. OBLIGATIONS OF THE BENEFICIARY**

### **4.1.**

**4.2.1.** For each freight carriage requested, the BENEFICIARY shall issue and send to the CARRIER a CARRIAGE

CONTRACT- ORDER by e-mail.

**4.2.2** The BENEFICIARY is bound to provide the CARRIER with all the documents and papers necessary for the transport and to provide all the information required for the transport to be carried out in optimal conditions.

**4.2.3.** If the CARRIER finds that the goods do not meet the packaging conditions when taking over the goods for the transport requested by the BENEFICIARY on the basis of the CARRIAGE CONTRACT- ORDER, the transport shall be carried out at the risk of the BENEFICIARY only if the CARRIER has informed the BENEFICIARY in writing of the packaging defects at the time of loading the goods and the BENEFICIARY has undertaken to carry out the transport under these conditions.

**4.2.4.** The BENEFICIARY is bound to pay for the carriage services performed by the CARRIER under the CARRIAGE CONTRACT- ORDER.

**4.2.5.** The BENEFICIARY warrants that in order for the CARRIER to carry out the carriage, it has the express consent of the owner(s) of the goods for the purpose of this CARRIAGE CONTRACT- ORDER.

**4.2.6.** The BENEFICIARY is under the obligation not to transmit to the CARRIER a CARRIAGE CONTRACT- ORDER for the transport of prohibited goods: narcotics, prohibited chemical substances, ammunition, weapons, jewellery, money, and others.

**4.2.7.** When impediments to transport arise, the BENEFICIARY undertakes to provide instructions/guidance as soon as possible, if requested by the CARRIER. Any instructions shall be given in writing to the CARRIER.

**4.2.8.** The BENEFICIARY undertakes that the instructions/guidelines in connection with the carriage shall be made in writing to the CARRIER.

#### **Art.5. CONTRACTUAL LIABILITY. GROUNDS FOR EXEMPTION. FORCE MAJEURE. TERMINATION OF CONTRACT.**

The Parties undertake to perform their obligations under the CARRIAGE CONTRACT- ORDER on time and in good condition. For failure to comply with the obligations undertaken, resulting from the development and execution of the CARRIAGE CONTRACT- ORDER, the parties owe each other compensation, to the amount of the damage incurred, proven with supporting legal documents.

#### **5.1. LIABILITY OF THE BENEFICIARY AND CAUSES FOR EXEMPTION FROM LIABILITY**

**5.1.1.** The BENEFICIARY shall be liable for the instructions/guidelines given to the CARRIER and for any damage caused to the CARRIER as a result of erroneous instructions/guidelines.

**5.1.2.** The BENEFICIARY undertakes legal liability for the accuracy of all information, documents and records provided.

**5.1.3.** The BENEFICIARY shall be liable according to the law for breach of any contractual or legal obligations and clauses.

**5.1.4.** The BENEFICIARY shall be exonerated from liability in case of force majeure.

#### **5.2. CARRIER'S LIABILITY AND CAUSES FOR EXEMPTION FROM LIABILITY**

**5.2.1.** The CARRIER shall be liable for total or partial loss of the goods, for damage to the goods from the time of receipt at the carrier until the time of release at destination, as well as for delay in releasing the goods.

**5.2.2.** In the absence of the entry of the CARRIER's reasoned reservations in the consignment note at the time of loading the goods and the written information of the BENEFICIARY, there is a presumption that the goods and their packaging were in good condition at the time of receipt of the goods by the CARRIER and that the goods corresponded in quality and quantity to the information in the consignment note and the CARRIAGE CONTRACT- ORDER.

**5.2.3.** The CARRIER may not plead, in order to be exonerated from liability, either the fault of the road vehicle/vehicle it uses for the carriage, or the fault of a subcontractor, or the fault of the person from whom it has hired the road vehicle/vehicle or its representatives.

**5.2.4.** The CARRIER shall be liable for the consequences resulting from the loss or misuse of the consignment note (CMR) as well as for irregularities with regard to customs formalities.

**5.2.5.** In case of total or partial loss of the goods, the compensation to be paid by the CARRIER shall be calculated according to the value of the goods at the place and time of their receipt for carriage.

(a) The value of the goods shall be determined on the basis of the exchange rate or, failing that, on the basis of the current market price or, failing both, on the basis of the usual value of goods of the same kind and quality.

b) However, compensation may not exceed 8.33 units of account per kg of gross weight missing.

**5.2.6.** In addition, in case of total loss of the goods, the freight charge, customs duties and other expenses incurred in the carriage of the goods shall be refunded and pro rata in case of partial loss, no further damages for loss shall be due.

**5.2.7.** In case of damage to the goods during carriage, the compensation to which the CARRIER shall be liable shall consist of the amount corresponding to the depreciation of the goods, without any other damages.

**5.1.1.**

**5.2.8.** a) In the event of delay in the delivery of the goods - any delay in the delivery of the goods constitutes a breach of the CARRIER's contractual obligations, and as a result the BENEFICIARY is entitled to claim compensation from the CARRIER,

if this delay has resulted in damage to the BENEFICIARY's assets (including damage to the BENEFICIARY's image, or as a result of damage to or termination of the commercial/contractual relationship between the BENEFICIARY and its client), the CARRIER shall be liable to pay compensation/costs which may not exceed the price of the carriage.

a1) In addition, any punitive costs (even if they exceed the price of carriage) charged to the BENEFICIARY as a result of the CARRIER's failure to comply with the loading or unloading deadlines shall be borne in full by the CARRIER.

a1.1) If the goods have arrived at their destination with qualitative depreciation, due to the delay in the execution of the transport, the CARRIER will be bound to pay the corresponding compensation (even if it exceeds the price of the transport).

a2) In the event of delay in the release of the goods-regardless of the existence or non-existence of punitive costs charged to the BENEFICIARY as a result of the CARRIER's failure to comply with the time limit for unloading the goods, the BENEFICIARY is entitled to claim at least the sum of EURO 250 /day of delay in the release of the goods (penalty clause), but no more than the price of the transport, which represents the damage caused to the BENEFICIARY's assets (including damage to the BENEFICIARY's image or as a result of the deterioration of commercial relations between the BENEFICIARY and its client) calculated in advance.

a2.1) Thus, in case of delay in the release of the goods, the CARRIER shall bear both the aforementioned amount, i.e., at least the amount of EURO 250 /day of delay in the release of the goods (penalty clause), and any punitive costs charged to the BENEFICIARY as a result of the CARRIER's failure to comply with the time limit for unloading the goods.

a2.2) In such circumstances, the total amount of the damage caused to the BENEFICIARY's assets resulting from the delay in the delivery of the goods shall consist of the amount specified in Article 5..2.8 letter a2), i.e., at least the amount of EURO 250 /day of delay in the release of the goods (penalty clause) plus any punitive costs charged to the BENEFICIARY as a result of the CARRIER's failure to comply with the time limit for unloading the goods (ref.art.5.2.8 lit.a1) and a1.1) or depending on the situation only from the amount referred to in art. 5.2.8 letter a2) or only from the punitive costs referred to in art. 5.2.8 letters a1) and a1.1).

b) In case of delay in loading the goods - any such delay constitutes a breach of the CONTRACTUAL OBLIGATIONS of the CARRIER, for which reason the BENEFICIARY is entitled to terminate the CONTRACT OF CARRIAGE and to subcontract another carrier in order to meet the agreed terms.

b1) In case of delay in loading or unloading - any such delay represents a breach of the CONTRACTUAL OBLIGATIONS of the CARRIER, for which reason the BENEFICIARY is entitled to terminate the CARRIAGE CONTRACT- ORDER and to subcontract another carrier in order to meet the agreed terms.

b2) In case of unannounced delay in loading the goods - any such delay constitutes a breach of the CONTRACTUAL OBLIGATIONS of the CARRIER, for which reason the BENEFICIARY is entitled to terminate the CARRIAGE CONTRACT- ORDER and to subcontract another carrier in order to meet the agreed terms.

b3) Any costs resulting from the termination of the CARRIAGE CONTRACT- ORDER, including but not limited to increased transportation, freight and handling charges in the event of reloading, shall be billed to the CARRIER and deducted.

b4) Termination of the CARRIAGE CONTRACT- ORDER shall be made in writing, by the BENEFICIARY giving notice.

b5) If the BENEFICIARY fails to notify the CARRIER of the termination of the CARRIAGE CONTRACT- ORDER under Article

5.2.8 paragraphs b), b1) and b2), the contractual relationship shall continue in accordance with the provisions of the CONTRACT, which shall continue to have effect, and in the event of delay in loading or unloading the goods, the provisions of article 5.2.8 paragraphs a), a1), a1.1), a2), a2.1), a2.2) shall apply.

**5.2.9.** If, as a result of damage caused to the goods during transit, or as a result of discrepancies in the conditions of carriage, or as a result of the action or inaction of the CARRIER, additional costs have been incurred in respect of, but not limited to: carriage of the goods back to the consignor or to another location, carriage of the goods to the destination by another road vehicle/vehicle, scrapping, destruction, additional handling, repackaging, etc., the resulting costs shall remain the responsibility of the CARRIER.

**5.2.10.** The CARRIER shall be liable for damages and expenses resulting, through fault and/or negligence in supervising loading/unloading, from the provision of ancillary services, as a result of actions or inactions of the CARRIER.

a. The CARRIER shall indemnify the BENEFICIARY for any costs, including those related to its legal defence.

**5.2.11.** In the event of failure by the CARRIER to comply with the obligation to communicate the exact position of the truck every day by 9:00 a.m. and after each loading/unloading and to provide GPS data when requested by the BENEFICIARY, the BENEFICIARY shall be entitled to claim the amount of EURO 20 representing "contractual penalties".

**5.2.12.** In the event of failure by the CARRIER to comply with the obligation to send the BENEFICIARY, by means of email correspondence or WHATSAPP, the consignment note (CMR) in digital format, after the carriage services have been carried out,

**5.1.1.**



i.e., immediately after unloading the goods, but not more than 24 hours, the BENEFICIARY is entitled to claim the amount of EURO 100 representing "contractual penalties".

**5.2.13.** If the CARRIER refuses to send the BENEFICIARY the documents referred to in Article 7 by post or courier, the BENEFICIARY shall be entitled to claim the amount of EURO 1,000 representing "contractual penalties".

**5.2.14.** The CARRIER shall be liable for all activities of its employees and contractors as well as its agents or subcontractors.

**5.2.15.** a) The CARRIER shall be liable according to law for breach of any legal obligations and contractual clauses.

b) Any kind of punitive costs charged to the BENEFICIARY as a result of the CARRIER's failure of compliance: b1) of the conditions of carriage according to the transport order and/or

b2) The loading/unloading deadlines (in case of delay in loading/unloading Art.5.2.8 paragraphs a), a1), a1.1), a2), a2.1), a2.2), b), b1), b2), b3), b4), b5 according to the CARRIAGE CONTRACT- ORDER shall apply) and/or

b3) Certain directions/instructions given to the CARRIER in writing and/or

b4) of contractual provisions, shall be borne exclusively by the CARRIER.

**5.2.16.** The CARRIER shall be liable in accordance with the law for all damage caused to the BENEFICIARY through its exclusive fault.

**5.2.17.** The CARRIER shall be exonerated from liability in case of force majeure.

### **5.3. FORCE MAJEURE**

**5.3.1.** Neither contracting party shall be liable for failure to perform on time and/or improperly, in whole or in part, any of its obligations if the failure to perform such obligation was caused by an event of force majeure.

**5.3.2** Force majeure is an event which is unforeseeable at the time of the conclusion of the contract, external, absolutely invincible and unavoidable and whose consequences are undeniable by the party invoking it.

**5.3.3.** For the purposes of this contract, force majeure shall be deemed to include fire, acts of God, war, insurrection, embargo, terrorist acts, riots, civil disturbances.

**5.3.4.** The execution of the contract shall be suspended during the period of action of the force majeure, but without prejudice to the rights to which the parties were entitled before its occurrence.

**5.3.5.** The Contracting Party invoking force majeure is bound to notify the other party within 3 hours of its occurrence and to take any measures at its disposal to limit the consequences.

**5.3.6.** If force majeure acts or is expected to act for a period of more than 1 day, each party shall be entitled to notify the other party of the automatic termination of this contract.

### **ART.6. VALIDITY AND TERMINATION OF THE CARRIAGE CONTRACT- ORDER**

**6.1.** THE CARRIAGE CONTRACT- ORDER is valid under the condition of the CARRIER'S consent to its conclusion, by the signature and stamping of the CARRIAGE CONTRACT- ORDER by the CARRIER, or by any act or fact indicating the CARRIER'S consent to the performance of the carriage services under the CARRIAGE CONTRACT- ORDER (e.g., providing the BENEFICIARY with the number of the road vehicle/vehicle to be used for the requested transport, etc.).

**6.2.** Following the expression of the agreement to the conclusion of the CARRIAGE CONTRACT- ORDER, by signature and stamping by the legal representative of the CARRIER, or by any act or fact indicating its consent to the performance of the carriage services under the CARRIAGE CONTRACT- ORDER, the CARRIER consents to the contractual clauses, and in case of failure of compliance with them the damages will be covered under the law.

**6.3.** a) By accepting the CARRIAGE CONTRACT- ORDER, the CARRIER expressly represents that it has read and accepts the **GENERAL CONDITIONS OF THE CARRIAGE CONTRACT- ORDER version 1.3/16.09.2022**, which is **ANNEX No. 1 TO THE CARRIAGE CONTRACT- ORDER**, and which constitutes an integral part of this CARRIAGE CONTRACT- ORDER.

a. By accepting the CARRIAGE CONTRACT- ORDER, each party undertakes, for the processing operations that it carries out on the basis of and/or in connection with this CARRIAGE CONTRACT- ORDER, to comply with all obligations arising from the application of any legislation in the field of personal data protection, including the **GENERAL REGULATION ON DATA PROTECTION** and national legislation. In this regard, the parties expressly declare that they are aware and accept that each contracting party will process the personal data of the other party under the conditions and in accordance with the **AGREEMENT ON THE PROCESSING OF PERSONAL DATA version 1.1/16.09.2022**, which is **ANNEX No. 2 TO CARRIAGE CONTRACT- ORDER** and which constitutes an integral part of this CARRIAGE CONTRACT- ORDER.

b. By accepting the CARRIAGE CONTRACT- ORDER, the CARRIER expressly represents that it is aware of and accepts the **SAFETY, HEALTH AT WORK, EMERGENCY SITUATIONS AND ENVIRONMENTAL PROTECTION CLAUSE**,

b)

**version 1.0/16.09.2022**, document posted on the website of S.C. EURO TEAM GB SPEDITION S.R.L., which is **ANNEX No. 3. TO THE CARRIAGE CONTRACT- ORDER**, constituting an integral part of this CARRIAGE CONTRACT-

## **ORDER.**

**6.4.** The contracting parties shall have the right to unilaterally terminate the CARRIAGE CONTRACT- ORDER within a maximum of 24 hours prior to the date scheduled for loading the goods, without the party causing the termination of the CARRIAGE CONTRACT- ORDER (by termination) owing damages to the other party.

**6.5.** In the aforementioned case, in order for the party that causes the termination of the contract (by unilateral termination) not to owe damages to the other party, the latter is bound to prove that the termination of the contractual relationship occurs for good cause.

**6.6.** If the party that causes the termination of the CARRIAGE CONTRACT- ORDER (by unilateral termination) cannot prove that the termination of the contractual relationship occurs for good cause, and if, as a result of the termination of the CARRIAGE CONTRACT- ORDER, damage has been caused, the party that caused the termination of the CARRIAGE CONTRACT- ORDER (by unilateral termination) shall cover this damage in accordance with the law.

**6.7. a)** For the purposes of the CARRIAGE CONTRACT- ORDER, "Unilateral Termination" is the express request of one of the parties to terminate the CARRIAGE CONTRACT- ORDER, sent to the other party no later than 24 hours before the date scheduled for loading the goods, resulting in the termination of the contract between the parties.

**b)** Unilateral termination of the CARRIAGE CONTRACT- ORDER by either contracting party shall be done in writing and with reasons by sending a notice by the party requesting termination.

**6.8. a)** After 24 hours prior to the date scheduled for loading of the goods, unilateral termination of the CARRIAGE CONTRACT- ORDER is no longer recognized.

a. In this regard, if one of the parties sends a notice to the other party, at any time during the 24 hours prior to the date scheduled for the loading of the goods, or on the same day as the date of loading of the goods stipulated in the CARRIAGE CONTRACT- ORDER, requesting the termination of the contract between the parties, and, in accordance with the notification sent, no longer fulfils its contractual obligations, this is equivalent to a non-performance of this contract, the other party being entitled to demand the termination of the CARRIAGE CONTRACT- ORDER, as well as "damages" in accordance with Art.6.8 lit.b1), b2), b3).

b1) If the CARRIER requests the termination of the CARRIAGE CONTRACT- ORDER at any time during the 24 hours prior to the date of loading of the goods, or on the same day as the date of loading of the goods stipulated in the CARRIAGE CONTRACT- ORDER, this is equivalent to a non-performance of the CARRIAGE CONTRACT- ORDER.

b1.1) Meaning in which the BENEFICIARY is entitled to request the termination of the CARRIAGE CONTRACT- ORDER, as well as "damages" in the amount of EURO 2,000 (penalty clause).

b2) If, at any time during the 24 hours prior to the date of loading of the goods, or on the same day as the date of loading of the goods stipulated in the CARRIAGE CONTRACT- ORDER, the CARRIER terminates the CARRIAGE CONTRACT- ORDER by terminating the contractual relationship in a manner not agreed to in this contract (e.g., the CARRIER leaves the place of loading without the BENEFICIARY's consent and no longer loads the goods, unjustifiably refuses to carry out the carriage services to which it has committed itself under this contract, no longer responds to the BENEFICIARY's requests, refuses to communicate with the BENEFICIARY, no longer responds to telephone calls/emails received from the BENEFICIARY, no longer fulfils its contractual obligations), this shall be deemed to be a breach of the CARRIAGE CONTRACT- ORDER.

b3) Any punitive costs charged to the BENEFICIARY, resulting from the termination of the CARRIAGE CONTRACT- ORDER under the terms of Article 6.8 lit. b1) and b2) , will be invoiced to the CARRIER and deducted from the invoices due.

c) If the BENEFICIARY requests the termination of the CARRIAGE CONTRACT- ORDER at any time during the 24 hours prior to the date of loading of the goods, or on the same day as the date of loading of the goods stipulated in the CARRIAGE CONTRACT- ORDER, the BENEFICIARY's liability to the CARRIER shall be limited only to the payment of the costs, duly proven already incurred by the CARRIER (loss of profit will not be compensated) and accepted by the BENEFICIARY.

**6.9.** The BENEFICIARY has the right to terminate the CONTRACT, as well as to claim "damages" in the following circumstances:

a. In the event of delay in loading the goods, any such delay shall constitute a breach of the CONTRACTUAL OBLIGATIONS of the CARRIER, for which reason the BENEFICIARY shall be entitled to terminate the CARRIAGE CONTRACT- ORDER and to subcontract another carrier in order to meet the agreed terms.

b. In case of delay in loading or unloading, due to the exclusive fault of the CARRIER, any such delay shall constitute a breach of the CARRIER's contractual obligations, for which reason the BENEFICIARY shall be entitled to terminate the CARRIAGE CONTRACT- ORDER and to subcontract another carrier in order to meet the agreed terms.

a)

c) In case of unannounced delay in loading the goods, due to the exclusive fault of the CARRIER, any such delay shall constitute a breach of the CARRIER's contractual obligations, for which reason the BENEFICIARY shall be entitled to terminate the CARRIAGE CONTRACT- ORDER and to subcontract another carrier in order to meet the agreed terms.

d) In case of non-fulfilment by the CARRIER of the contractual obligation, provided for in art.4.1.7 of the CARRIAGE CONTRACT- ORDER.

e) In the situation referred to in Article 6.8 b1), b2), b3).

f) Any costs resulting from the termination of the CARRIAGE CONTRACT- ORDER pursuant to Article 6.9. a) and b),

including but not limited to increased freight, carriage and handling charges in the event of reloading, shall be invoiced to the CARRIER and deducted from the invoices due.

f1) Any costs resulting from the termination of the CARRIAGE CONTRACT- ORDER pursuant to Article 6.9. a) b) and c), including, but not limited to, increased transport, freight and handling charges in the event of reloading, shall be invoiced to the CARRIER and deducted from the invoices due.

**6.10.** a) For the purposes of the CARRIAGE CONTRACT- ORDER, termination is the termination of the contract upon the request of the BENEFICIARY as a sanction in case of culpable non-performance of the contract between the parties / non-fulfilment of contractual obligations.

a. Termination of the CARRIAGE CONTRACT- ORDER under Article 6.9. shall be made in writing, by the BENEFICIARY giving notice.

b. If the BENEFICIARY does not notify the CARRIER of the termination of the CARRIAGE CONTRACT- ORDER under Article

6.9 paragraphs a), b) and c), the contractual relationship shall continue in accordance with the provisions of the CONTRACT, which shall continue to have effect, and in the event of delay in loading or unloading the goods, the provisions of article 5.2.8. paragraphs a), a1), a1.1), a2), a2.1), a2.2) shall apply.

## **Art. 7. PRICE. TERM AND METHOD OF PAYMENT FOR CARRIAGE SERVICES.**

### **7.1. PRICE**

**7.1.1.** The PRICE OF THE CARRIAGE CONTRACT- ORDER is specified in "**ART.3.1. PRICE**" of the CARRIAGE CONTRACT- ORDER.

**7.1.2.** a) The price of carriage services shall be established for each transport, before it is carried out, according to the nature of the goods transported, the route, the distance covered and the quantity of goods to be loaded. The BENEFICIARY will issue a CARRIAGE CONTRACT- ORDER specifying the price of the transport requested by the BENEFICIARY.

b) The carriage price shall be deemed to be negotiated and accepted by the parties, following the confirmation/acceptance of the CARRIAGE CONTRACT- ORDER for the transport of goods requested by the BENEFICIARY, by the return of the document signed and stamped by the CARRIER or by any act or fact indicating the CARRIER's agreement to perform the carriage services under the CARRIAGE CONTRACT- ORDER.

**7.1.3.** a) The carriage price will include the time the vehicle/vehicle and the driver are at the BENEFICIARY's disposal, from the arrival of the vehicle/vehicle at the place of loading until its departure from the place of unloading (the free/tax-free time of parking at the place of loading/unloading is 24 hours for EU countries, respectively 48 hours for NON-EU countries, being included from the beginning in the carriage price), supervision of loading and unloading by the CARRIER, through its driver's deputy, provision by the CARRIER, through its driver's deputy, of the goods to be transported, as well as additional services necessary for the transport of the goods, so that the CARRIER, as a party to this contract, is solely responsible for customs and formalities.

b) For the services specified in point 4.2.2. the CARRIER shall not request an additional charge for the carriage, the services being included from the outset in the carriage price, the amount being determined solely by reference to the nature of the goods carried, the route, the distance covered and the quantity of goods to be loaded.

## **7.2. TERM AND METHOD OF PAYMENT FOR CARRIAGE SERVICES**

### **A. TERM OF PAYMENT**

1. Payment for the services will be made within the time limit stated in the CARRIAGE CONTRACT- ORDER, which starts from the date of receipt by the BENEFICIARY of the invoice, together with the documents described in article 7.3.

a) If the CARRIER fails to provide all the documents described in Article 7.3, or submits incorrect or incomplete documents, payment for carriage services shall be suspended until all documents have been provided.

### **B. METHOD OF PAYMENT**

1. Payment for carriage services will be made by **PAYMENT ORDER**.

2. The BENEFICIARY shall make payments to CARRIERS only on the Friday of each week.

3. Invoice payment can be made with a discount of 5% of the negotiated and accepted 3-day freight rate.

1.

a. Payment of the invoice will not be made with a discount of 5% of the negotiated and accepted freight rate for payment within 3 days in case of delay in delivery of the goods, total or partial loss of the goods, damage to the goods.

### **7.3. COMMENTS**

**7.3.1.** a) In order to receive the payment for the carriage performed, the CARRIER is bound to send to the BENEFICIARY by post or courier services, the original invoice, the CARRIAGE CONTRACT- ORDER signed and stamped by the CARRIER, 2 original CMR copies signed and stamped by the consignee, related to the carriage performed, original freight bills, CMR insurance (in copy) and the other documents described below:

a1) In the case of carriage in EU Member States: an original invoice, 2 original CMR copies, stamped and signed by the consignee, CARRIAGE CONTRACT- ORDER signed and stamped by the CARRIER, CMR insurance (in copy).

a2) In the case of transport between countries of which at least one is not an EU member: original invoice + 2 original copies

of the CMR, stamped and signed by the consignee + copy of the TIR Carnet /or other document type T/, stamped by the customs authorities at destination, CARRIAGE CONTRACT- ORDER signed and stamped by the CARRIER, CMR insurance (copy).

a3) In the case of a transport between two EU states, but with transit through a non-EU state; original invoice + 2 original copies of the CMR, duly stamped and signed by the consignee + copy of the TIR Carnet with the remark T2L included and/or other document type T/, stamped by the customs authorities at destination, CARRIAGE CONTRACT- ORDER signed and stamped by the CARRIER, CMR insurance (in copy).

a4) In addition to the aforementioned documents, the CARRIER is bound to submit any other document expressly requested in writing by the BENEFICIARY.

**7.3.2.** a) In order to be payable, the invoice must contain: transport order number, tax registration code of the BENEFICIARY, tax registration code of the CARRIER, bank details: corporate name of the bank, SWIFT address of the bank, IBAN - currency/account - currency.

a1) In the event of a change in bank details, the CARRIER will send the BENEFICIARY a written, official notification, together with a letter issued by the bank containing confirmation of the CARRIER's status as account holder.

b) The BENEFICIARY shall have the right to retain any amount due to the CARRIER if the CARRIER fails to provide us with the bank document referred to in **Article 7.3.2.**

c) The obligation to provide the document confirming the status of the CARRIER as account holder is also incumbent on each new CARRIER.

d) The bank account so provided will be registered in our system and all payments to the CARRIER will be transferred to this account. Only one account can be registered for one currency.

e) For the avoidance of doubt, the BENEFICIARY assumes no liability for overdue, late or old account payments due to the absence of or as a result of incomplete, outdated and/or incorrect bank details provided by the CARRIER.

**7.3.3.** a) The CARRIER has the obligation to send to the BENEFICIARY, by e-mail or WHATSAPP, the consignment note (CMR) in digital format, after the carriage services have been performed, i.e., immediately after unloading the goods, but not more than 24 hours.

b) In case of breach of this obligation by the CARRIER, the BENEFICIARY is entitled to claim the sum of EURO 100 representing "contractual penalties".

**7.3.4.** If the CARRIER refuses to send the BENEFICIARY the documents referred to in Article 7.3 by post or courier, the BENEFICIARY shall be entitled to claim the sum of EURO 1,000 representing "contractual penalties".

## **ARTICLE 8. SPECIAL PROVISIONS**

8.1. In the event of total or partial loss of the goods, damage to the goods, or delay in the delivery of the goods, the term of payment for carriage services shall be 70 days from the date of receipt by the BENEFICIARY of the documents mentioned in article 7.3.

8.2. a) If within the 70 days period mentioned in Article 8.1 reservations, objections or notifications are made by the BENEFICIARY's client concerning the delay in the delivery of the goods resulting from the carriage performed by the CARRIER, the payment of the carriage services relating to the carriage performed under the CARRIAGE CONTRACT-ORDER shall be suspended until the case is settled, i.e., until the existence and extent of the punitive costs resulting from the delay in the delivery of the goods have been established (ref.art.5.2.8 lit.a1) and a1.1) and the full coverage of these costs by the CARRIER.

b) If within the 70 days period mentioned in Article 8.1, reservations, objections or notifications are made by the customer to the BENEFICIARY regarding the total or partial loss of the goods, damage to the goods, payment of all shipments made by the CARRIER on the basis of transport orders/payment of all tax invoices issued by the CARRIER, shall be suspended until the case is settled, i.e. until the existence and extent of the damage, resulting from the total or partial loss of the goods, their damage and the full coverage of the damage by the CARRIER, has been established.

8.3. a) If the BENEFICIARY makes a claim against the CARRIER, or notifies the CARRIER of damage to the goods, total or partial loss of the goods, caused as a result of the carriage, the CARRIER is bound to immediately initiate, through its insurer, all specific procedures to repair the damage caused.

### **8.1.**

a. The CARRIER is bound to inform the BENEFICIARY in writing at all times about the status of the CMR damage file and to transfer to the BENEFICIARY's account, upon settlement of the CMR damage file and payment by the CARRIER's insurer of the amount necessary to cover the full amount of the loss resulting from the damage to the goods, total or partial loss of the goods.

b. In the event that, for various reasons, the loss will not be covered (partially or fully) by the CARRIER's insurer, the CARRIER is bound to inform the BENEFICIARY of this within 2 days from the moment the reason for which the insurer will not repair the loss created by the CARRIER becomes known.

c.1.) In this case, the BENEFICIARY has the right to withhold the amount due for the carriage carried out under the CARRIAGE CONTRACT- ORDER, or if the amount is not refundable, the BENEFICIARY has the right to withhold the

amount due for the other carriage carried out by the CARRIER under the CARRIAGE CONTRACT- ORDER concluded between the parties, and to claim, if necessary, an additional amount necessary to cover the damage.

d) The BENEFICIARY shall be entitled to retain the additional amount necessary to cover the loss from other carriage performed by the CARRIER under the CARRIAGE CONTRACT- ORDER concluded between the parties/other invoices due to the CARRIER.

e) In the event that there is no other carriage performed by the CARRIER under any CARRIAGE CONTRACT- ORDER entered into between the parties/invoices due to the CARRIER, the CARRIER shall be bound to pay the amount of the invoiced loss (or the outstanding balance of the amount of loss created by the CARRIER) within 5 (five) days from the date of receipt of the relevant invoice by e-mail.

**8.4 a)** If the existence and extent of the damage to the BENEFICIARY's assets resulting from the delay in the delivery of the goods has been determined (see Art. 5.2.8 a), a2) and 5.2.8 a1) and a1.1), thus including the punitive measures specified in Art. 5.2.8 lit.a1 and a1.1.), the termination of the CARRIAGE CONTRACT- ORDER, as a result of non-fulfilment of contractual obligations by the CARRIER and other situations (except for damage to the goods, total or partial loss of the goods) which the BENEFICIARY shall inform the CARRIER of at the time of the said event, the BENEFICIARY shall be entitled to withhold from the amount due for payment of the carriage performed under the CARRIAGE CONTRACT- ORDER, which shows that the CARRIER has been late in delivering the goods/failed to fulfil its contractual obligations/other event, the countervalue of the damage caused to the BENEFICIARY's assets up to the amount necessary to cover the full amount of the damage, with the two existing debts being automatically offset.

**8.5. a)** If the damage created by the CARRIER, resulting from the delay in the release of the goods (ref.to art.5.2.8 lit. a), a2) and

5.2.8 lit. a1) and a1.1), thus including the punitive constants specified in art.5.2.8 lit.a1 and a1.1), termination of the CARRIAGE CONTRACT- ORDER, as a result of non-fulfilment of contractual obligations by the CARRIER, or in other situations specified in Art.8.4, exceeds the amount of the carriage (e.g: depreciation of the goods as a result of delay in the delivery of the goods), the BENEFICIARY shall be entitled to retain the amount due for the carriage carried out under the CARRIAGE CONTRACT- ORDER, or if the amount is not refundable, the BENEFICIARY shall be entitled to retain the amounts due for other carriage carried out by the CARRIER under the CARRIAGE CONTRACT- ORDER concluded between the parties, and to claim, if necessary, an additional amount necessary to cover the loss.

a. The BENEFICIARY is entitled to withhold the additional amount necessary to cover the loss from other invoices due to the CARRIER/other carriage performed by the CARRIER under CARRIAGE CONTRACT- ORDER concluded between the parties.

b. If there are no other invoices due to the PROVIDER, the PROVIDER shall be bound to pay the countervalue of the invoiced damage (or the remainder to be paid of the amount of the damage created by the PROVIDER), within 5 (five) days from the date of receipt of the relevant invoice by e-mail.

**8.6.** The CARRIER agrees to the set-off of all mutual claims resulting from the activities carried out between the parties.

## **ART.9. CONFIDENTIALITY CLAUSE. TRADE RESTRICTIONS. INDEPENDENT CONTRACTORS**

### **9.1. CONFIDENTIALITY CLAUSE**

**9.1.1.** The parties undertake that during the performance of the contract and for 12 months after its termination, they will not disclose any data or information of which they have become aware during the performance of the contract to any third party natural or legal person, unless required to do so by law or if, in compliance with applicable legal provisions, a regulatory authority so requires;

**9.1.2.** The data or information of the parties shall be considered confidential:

a. The organization and operation of the company.

b. Personnel and payroll data - service and personnel policy, names of employees, customers or suppliers and other technical information.

c. Data related to partners, clients and collaborators.

d. Working strategies and procedures used within the company.

e. Software applications used and projects developed.

a)

f) Financial statements.

g) Business projects.

h) Licenses and patents.

a. Market position.

b. Data, codes and passwords for access to the computer security and telephone system.

c. Service management.

d. Marketing the promotion of services or products.

e. Discoveries, ideas, concepts, know-how, technical processes, projects, software programs, electronic databases, specifications, drawings, blueprints, sketches, plans, diagrams, models, industrial models, logic diagrams, technological process diagrams.

- f. Development plans, territorial coverage, marketing/financial/business plans, commissions, tariff plan proposals.
- g. Any information concerning trade secrets and any other information including, but not limited to, the existence and content of relationships between the parties.
- h. Any writings or documents, any media incorporating information even if the party receiving the information does not know their contents.
- i. Information of the nature set out above indirectly obtained by the party receiving the information from another person who has a business, employment or civil relationship with the other party.

**9.1.3.** It shall also be considered a breach of the confidentiality clause to evoke the activity carried out on the basis of this CONTRACT, both during its performance and for a period of 1 year after the termination of this contract.

**9.1.4.** The Contracting Parties undertake:

- a. Not to copy, reproduce, distribute, market or disclose in whole or in part to any other person, company, corporation or entity any confidential information or any aspect thereof.
  - b. Not to allow third parties access to confidential information.
  - c. Not to use for its own purposes or communicate to third parties confidential information as defined in this contract.
  - d. Not to disclose the existence and content of relations between the parties, as well as confidential information received. The receiving party's assistants involved in the relations between the parties shall be entitled to receive confidential information within the meaning of this clause only to the extent absolutely necessary for the conduct of the relations between the parties and only on condition that they assume the obligation of confidentiality in the processing of confidential information, and the party concerned shall remain fully liable to the party providing the information for any breach of this agreement by its assistants.
  - e. The receiving party will treat confidential information provided by the providing party with the utmost care and discretion. The receiving party shall act with at least the same care as any other person would act in similar circumstances to protect its own confidential information or information of a similar nature belonging to a third party.
  - f. If the receiving Party becomes aware of any unauthorized disclosure, loss or misuse of Confidential Information it has received, the receiving Party shall promptly notify the providing Party of such disclosure, loss or misuse.
- The parties are bound to treat the confidential information they provide as strictly confidential.

## **9.2. TRADE RESTRICTIONS**

**9.2.1.** It is prohibited for the CARRIER to carry out transports for the BENEFICIARY's clients directly or indirectly or to directly recruit new business opportunities. This condition is valid for the entire duration of this contract and 6 (six) months after its expiry.

**9.2.2.** Contact by the CARRIER directly or indirectly with the BENEFICIARY's clients without the latter's consent shall constitute a breach of the obligations assumed by the CARRIER under this clause, and in this case the parties hereto mutually agree that the CARRIER shall be liable to pay "damages" in an amount equivalent to the value of the services rendered by the CARRIER to the BENEFICIARY's clients, as well as to pay the BENEFICIARY the amount of EURO 10,000 representing the "penalty clause", also accepted by both parties.

## **9.3. INDEPENDENT CONTRACTORS**

**9.3.1.** The Contracting Parties are independent contractors and are neither agents nor representatives of each other and therefore shall not constitute in any way an association, partnership or *joint venture* between the participating parties. The CARRIER shall in no case be regarded as an employee or representative agent of the BENEFICIARY.

a) The BENEFICIARY will not be mentioned on the vehicle's journey form.

**9.3.2.** The CARRIER is entirely responsible for its own management and, in particular, for the choice of suppliers of goods and services.

**9.3.3** Any driver who is used by the PROVIDER shall act exclusively in the name and on behalf of the PROVIDER. Any such driver shall act under the exclusive instructions of the PROVIDER and shall never be considered as an employee of the BENEFICIARY. CARRIER shall be solely liable for any consequences of the action of any such person performing transportation on behalf of CARRIER.

**9.3.4.** The CARRIER shall inform its drivers of the contractual conditions and obligations contained in the contract of carriage, and the CARRIER shall ensure that its drivers comply with the provisions of the contract between the parties. The CARRIER shall ensure uninterrupted, real-time communication with its drivers in order to ensure that information, directives and general technical, administrative advice are transmitted in good time, as long as necessary, for the proper operation of the transport activity.

**9.3.5.** The CARRIER shall be solely liable for all social insurance due in respect of its drivers and shall indemnify the BENEFICIARY against any claim for compensation which may be submitted or raised in respect of such social contributions or other debts or liabilities.

#### **ART.10. DISPUTES**

**10.1.** The validity of this CARRIAGE CONTRACT- ORDER or all other issues or disputes arising from its conclusion, interpretation, execution, termination shall be governed by the applicable and current laws of the Romanian State.

**10.2.** The Parties agree to attempt to settle amicably any problems or disputes that may arise, before referring to the courts of law to settle them.

**10.3.** The parties agree that, if an amicable agreement cannot resolve disputes that arise, they will be settled by the competent court. In the case of CARRIAGE CONTRACT- ORDERS with S.C. EURO TEAM GB SPEDITION S.R.L. as party, the court with territorial and material jurisdiction is the court of Alba county.

**10.4.** The validity of this contract or all other issues or disputes arising from its conclusion, interpretation, performance, termination or termination shall be governed by the applicable and current laws of the Romanian State.

**10.5.** The Parties agree to attempt to settle amicably any issue or dispute that may arise, before referring the case to the courts of law.

**10.6.** The parties agree that, if an amicable agreement cannot settle disputes that arise, they will be settled by the competent court. In the case of CARRIAGE CONTRACT- ORDER with S.C. EURO TEAM GB SPEDITION S.R.L. as party, the parties agree that the court with territorial and material competence is the Sebes Court, respectively Alba Court.

I, the undersigned Raluca Sorina Elefteriu, certified interpreter and translator for English under no. 14739/2005, issued by Romanian Ministry of Justice, hereby certify the accuracy of the translation from Romanian into English with the original text, and that the translation does not alter the content and meaning of the original document.