

ANNEX NO. 1 TO EACH TRANSPORT ORDER-CONTRACT GENERAL CONDITIONS OF THE TRANSPORT ORDER-CONTRACT

ART. 1 PRELIMINARY ASPECTS

1.1. These GENERAL CONDITIONS OF THE TRANSPORT ORDER-CONTRACT constitute ANNEX NO. 1 to the TRANSPORT ORDER-CONTRACT and are an integral part thereof.

1.2. By concluding the TRANSPORT ORDER-CONTRACT in the manner described in Art. 6.1 of this Annex (i.e., by signing and stamping the TRANSPORT ORDER-CONTRACT by the CARRIER, or by the partial or full performance of the transport requested by the BENEFICIARY, or by any act or deed indicating the CARRIER's intent to perform transport services under the TRANSPORT ORDER-CONTRACT (e.g., providing the BENEFICIARY with the number of the vehicle intended for performing the requested transport, or by partially or fully providing documents/data requested by the BENEFICIARY, etc.)), the CARRIER DECLARES that it has acknowledged and accepts the GENERAL CONDITIONS OF THE TRANSPORT ORDER-CONTRACT, which constitute ANNEX NO. 1 to the TRANSPORT ORDER-CONTRACT and are an integral part thereof.

ART. 2 PARTIES TO THE TRANSPORT ORDER-CONTRACT. DEFINITIONS

2.1. The parties to the TRANSPORT ORDER-CONTRACT are specified in "ART. 1. PARTIES TO THE TRANSPORT ORDER-CONTRACT. DEFINITIONS" of the TRANSPORT ORDER-CONTRACT.

2.2. "BENEFICIARY": The legal entity requesting the CARRIER to perform freight transport services under the TRANSPORT ORDER-CONTRACT, specifically SC EURO TEAM GB SPEDITION SRL, a commercial company specialized in organizing national and international freight transport at the orders and on behalf of its client(s).

2.3. "CARRIER": A legal entity providing internal and international freight transport services under the TRANSPORT ORDER-CONTRACT, specifically a commercial company to whom the BENEFICIARY assigns the freight transport services under the TRANSPORT ORDER-CONTRACT.

2.4. "PRICE OF THE TRANSPORT ORDER-CONTRACT": Represents the monetary amount payable by the BENEFICIARY as compensation for the services rendered by the CARRIER.

2.5. "PARTY": Refers to either the "BENEFICIARY" or the "CARRIER," while "PARTIES" collectively refers to both the "BENEFICIARY" and the "CARRIER."

2.6. "FREIGHT TRANSPORT SERVICES" or "SERVICES": Refers to freight transport operations and other services the CARRIER is obliged to perform under the TRANSPORT ORDER-CONTRACT.

2.7. "TRANSPORT ORDER-CONTRACT": Refers to the current bilateral agreement for services, whereby the BENEFICIARY instructs the CARRIER to provide freight transport services under the terms of the TRANSPORT ORDER-CONTRACT and in compliance with applicable regulations.

2.8. "GOODS": Refers to all items transported by the CARRIER under the TRANSPORT ORDER-CONTRACT or, in context, the single item transported under the TRANSPORT CONTRACT-ORDER.

2.9. "VEHICLE": Refers to the combination of a "tractor unit" and a trailer/semitrailer, or solely the "tractor unit" or the trailer/semitrailer, depending on the context.

2.10. "CMR CONVENTION": Refers to the CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD (CMR) (Geneva, 19 May 1956).

2.11. "TIR CONVENTION": Refers to the CONVENTION ON THE INTERNATIONAL TRANSPORT OF GOODS UNDER COVER OF TIR CARNETS (Geneva, 14 November 1975).

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

2.13. "MILOG" (Mindestlohngesetz): Refers to the GERMAN MINIMUM WAGE LAW (effective from 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): Refers to the FRENCH MINIMUM WAGE LAW (effective from 1 July 2016).

2.15. "SENT REGULATION" (USTAWA z dnia 9 marca 2017 r. o systemie monitorowania drogowego przewozu towarów): Refers to the POLISH LAW ON THE MONITORING OF ROAD FREIGHT TRANSPORT (effective April 2017).

2.16. "EKAER REGULATION": Refers to the ELECTRONIC ROAD TRAFFIC CONTROL SYSTEM ("elektronikus közúti áruforgalom-ellenőrző rendszer"), MANDATORY IN HUNGARY SINCE 5 JANUARY 2015, MONITORING THE TRANSPORT OF GOODS WITHIN HUNGARY AS WELL AS GOODS TRANSPORTED ON PUBLIC ROADS BETWEEN EU MEMBER STATES.

2.17. "CABOTAGE OPERATIONS": Refers to national transport temporarily carried out in a host member state on behalf of a third party, in accordance with EU Regulation 1072/2009.

2.18. "ANTICIPATED DELAY AT LOADING/UNLOADING": Refers to a predicted delay at loading/unloading that has not yet occurred (e.g., technical failure or incident, traffic restrictions, bans, or other events potentially delaying vehicle arrival as per the transport order- contract terms).

2.19. "UNNOTIFIED DELAY AT LOADING": Refers to the situation where the CARRIER arrives at the loading location specified in the TRANSPORT CONTRACT-ORDER after the scheduled date without prior notification to the BENEFICIARY.

2.20. "FREE TIME FOR LOADING/UNLOADING": Refers to the time during which the CARRIER must wait at loading/unloading without claiming additional compensation. Under this TRANSPORT ORDER-CONTRACT, the free time for loading/unloading is 24 hours for EU countries and 48 hours for non-EU countries.

ART. 3. OBJECT OF THE TRANSPORT ORDER-CONTRACT

3.1. The object of this TRANSPORT ORDER-CONTRACT is the provision of freight transport services by the CARRIER, at the request of the BENEFICIARY and for the benefit of its client(s), under the TRANSPORT ORDER-CONTRACT, in compliance with the applicable national and international regulations (TIR, CMR, AETR, ADR, ATP, ATA).

ART. 4. OBLIGATIONS OF THE PARTIES

4.1. OBLIGATIONS OF THE CARRIER

4.1.1. The CARRIER shall diligently execute the TRANSPORT ORDER-CONTRACT, complying with the contractual clauses.

4.1.2. a) The CARRIER is obliged to provide the services requested by the BENEFICIARY at the highest professional standards, in accordance with the TRANSPORT ORDER-CONTRACT, the operational conditions imposed by the BENEFICIARY, and national and international road freight transport laws.

b) The CARRIER's services with respect to the BENEFICIARY pertain to the road transport of goods belonging to the BENEFICIARY's clients ("goods"), using suitable vehicles, as specified in the BENEFICIARY's applicable operational conditions.

c) These services include the time during which the vehicle and driver are at the BENEFICIARY's disposal, from the vehicle's arrival at the loading site until its departure from the unloading site.

c1) For each transport, the free/non-chargeable waiting time at loading/unloading points is 24 hours for EU countries and 48 hours for non-EU countries, and it is included in the transport rate.

d) The services also include supervising the loading and unloading of goods by the CARRIER through its driver, ensuring the proper securing of goods using suitable equipment, and any additional services necessary for the transport of goods (e.g., weighing the goods).

e) For the services specified in points b), c), c1), and d), the CARRIER will not request additional transport charges, as these services are included in the transport price.

4.1.3. The CARRIER undertakes to perform domestic and/or international freight transport in accordance with the TRANSPORT CONTRACT-ORDER and in compliance with applicable national and international legislation.

4.1.4. The CARRIER is obliged to deliver the goods as stipulated in the TRANSPORT ORDER-CONTRACT and in accordance with applicable national and international regulations (e.g., TIR, CMR, AETR, ADR, ATP, ATA).

4.1.5. The CARRIER must execute the transport with a consignment note (CMR) and other required transport documents (e.g., T document, TIR carnet, commercial invoice, conformity certificate, quality certificate, phytosanitary certificate), all in original format.

a) The CARRIER is liable for the consequences of losing these documents.

4.1.6. a) At the loading point, the CARRIER must request the consignor to issue a consignment note (CMR), or jointly prepare it, ensuring it is signed and stamped by both the consignor and the CARRIER, and later by the consignee.

b) The CARRIER is liable for the loss of the consignment note (CMR).

c) When jointly preparing the consignment note, the CARRIER must ensure its accurate and complete completion.

d) The CARRIER must verify the accuracy of the information on the CMR compared to the TRANSPORT ORDER-CONTRACT and the actual situation, notifying the BENEFICIARY of any discrepancies.

e) If the CARRIER leaves the loading point without notifying the BENEFICIARY of such discrepancies, it automatically assumes responsibility for them, and any resulting damages will be charged to the CARRIER.

f) The CARRIER is obliged to send the digital copy of the consignment note (CMR) to the BENEFICIARY via email or WhatsApp within 24 hours of unloading.

4.1.7. a) For the object of the TRANSPORT ORDER-CONTRACT, the CARRIER is obliged to ensure the transport of goods using a vehicle that meets the BENEFICIARY's technical and commercial requirements for transporting the goods.

b) Before performing the transport, the CARRIER is obliged to ensure that the vehicle is in good technical condition, clean, and odor-free.

c) The CARRIER must ensure that the vehicle meets all international regulatory requirements to operate year-round in compliance with the laws and regulations of the countries where the transport will take place.

d) By mutual agreement, the CARRIER's vehicle will be equipped according to the BENEFICIARY's requirements. The CARRIER will cover the costs of additional equipment required by the BENEFICIARY and guarantee that the vehicle meets both the BENEFICIARY's requirements and applicable national and international laws.

e) The CARRIER must ensure that the vehicle provided has a legal cargo capacity that meets the BENEFICIARY's minimum requirements, in compliance with the BENEFICIARY's instructions.

f) For the object of the TRANSPORT ORDER-CONTRACT and under the operational conditions imposed by the BENEFICIARY, the CARRIER declares that the vehicle performing the transport will comply with all national and international legal requirements at the time of transport, and the CARRIER will hold all legally required documents, such as a transport license, annual technical inspections, road taxes, valid professional driver certificates, etc.

g) To prevent smuggling and/or theft, the CARRIER is obliged to take all necessary preventive measures, such as parking in secure, monitored locations, thoroughly inspecting the vehicle after each stop, and complying with safety and security instructions at loading and delivery points.

g1) After each stop, the CARRIER must perform an additional inspection to verify:

- The integrity of the seal and vehicle locks (trailer reference);
- The customs cable around the vehicle, ensuring it has not been cut and repaired;
- The integrity of the tarpaulin (trailer reference);
- External compartments and the underside of the vehicle.

g2) It is FORBIDDEN for the CARRIER to leave the vehicle unattended during stops.

g3) To prevent theft, the CARRIER must use vehicles equipped with two anti-theft devices and ensure drivers activate these devices whenever the vehicle is left unattended.

h) If smuggling is discovered, the CARRIER will bear full liability under the law for all resulting consequences and will be required to pay any fines imposed.

i) The CARRIER must take all necessary measures to ensure its employees are not involved in:

- Human trafficking or immigration law violations;
- Drug, weapon, cigarette, or other prohibited substance trafficking;
- Other activities violating human rights (slavery, child labor, etc.).

j) If the CARRIER detects irregularities or suspects the presence of unauthorized persons or substances in the cargo area, it must immediately notify the AUTHORITIES and the BENEFICIARY.

k) In the event of theft, robbery, or an accident during transport that causes or could cause damage to the goods, the CARRIER must IMMEDIATELY CONTACT THE AUTHORITIES, INFORM THE BENEFICIARY, AND NOTIFY THE CARRIER'S INSURER.

4.1.8. The CARRIER is obliged to comply with delivery conditions and deadlines confirmed by the BENEFICIARY and stipulated in the TRANSPORT ORDER-CONTRACT.

4.1.9. a) The CARRIER must comply with legal provisions concerning road traffic, road transport, and public road use.

b) The BENEFICIARY will not be liable for the CARRIER's violation of legal provisions concerning road traffic, transport, or public road use, and any damages incurred by the CARRIER (e.g., traffic fines) will be borne by the CARRIER.

4.1.10. The CARRIER is obliged to follow the BENEFICIARY's specifications regarding working conditions and procedures at shipping and delivery locations.

4.1.11. The CARRIER is obliged to present itself at the designated loading location, as indicated in the TRANSPORT ORDER-CONTRACT, on the specified date and time.

4.1.12. a) The CARRIER is obliged to supervise the loading/unloading of the vehicle and inform the BENEFICIARY of any irregularities at the loading/unloading site.

b) If the CARRIER leaves the loading/unloading site without properly notifying the BENEFICIARY of any irregularities, the CARRIER automatically assumes responsibility for these irregularities, and any resulting damages will be charged to the CARRIER.

4.1.13. a) At the loading point, the CARRIER must verify the apparent condition of the goods and their packaging, as well as the quantity, and report any irregularities to the BENEFICIARY as soon as possible.

b) If the CARRIER has reservations regarding the condition, packaging, or quantity of the goods at the loading point, it must notify the BENEFICIARY immediately and explicitly state these irregularities in the consignment note (CMR). Otherwise, it is presumed that the goods are of satisfactory quality and quantity and do not present any defects.

c) The CARRIER must justify all reservations regarding the apparent condition of the goods, their packaging, or their quantity. These reservations do not bind the consignor unless explicitly accepted in the consignment note.

d) If the CARRIER leaves the loading point without notifying the BENEFICIARY of the condition of the goods, packaging, or quantity and without recording such irregularities in the consignment note, the CARRIER automatically assumes responsibility, and any damages discovered at the destination will be charged solely to the CARRIER.

4.1.14. a) The CARRIER is obliged to ensure it has the necessary tools and devices to secure the goods (e.g., anti-slip mats for pallets, straps, and corner protectors) and to provide any additional equipment explicitly requested by the BENEFICIARY's client.

b) If the CARRIER's vehicle is inadequately equipped, and equipment must be provided at the loading point, the CARRIER will bear these costs.

4.1.15. The CARRIER is obliged to secure the cargo correctly and efficiently and comply with safety obligations regarding the transport, including:

- Adherence to the permitted total weight;
- Compliance with maximum permissible axle loads;
- Observance of vehicle dimensions;
- En-route checks of the effectiveness of cargo securing measures, ensuring that vehicle functions are not impaired (e.g., loading on one side, front loading, etc.).

4.1.16. a) At the loading point, the CARRIER must ensure compliance with the total permitted weight and maximum axle loads, correlating the information in the consignment note (CMR), the TRANSPORT ORDER-CONTRACT, and the actual situation.

b) If any irregularities are discovered (e.g., exceeding the total permitted weight or maximum axle loads), the CARRIER must notify the BENEFICIARY in writing and follow their instructions.

c) If the CARRIER leaves the loading point without informing the BENEFICIARY of such irregularities, it automatically assumes responsibility for them, and any damages incurred by the CARRIER (e.g., fines) will be borne by the CARRIER.

4.1.17. a) The CARRIER is prohibited from loading additional goods onto the vehicle when the TRANSPORT ORDER-CONTRACT specifies "full load."

b) The CARRIER must not engage in groupage transport without the BENEFICIARY's consent. Otherwise, the transport price will be adjusted accordingly.

4.1.18. a) The CARRIER is obliged to provide a vehicle equipped with a GPS system:

a1) The CARRIER must grant EURO TEAM GB SPEDITION access to GPS data from the date of loading (before the vehicle leaves the loading point) until the completion of the transport.

a2) The CARRIER must ensure real-time updates (e.g., driver schedules, photos at the loading site, vehicle status).

b) The CARRIER must provide drivers involved in the transport with a smartphone equipped with the applications requested by the BENEFICIARY.

b1) The CARRIER is obliged to train the drivers on the correct use of the smartphone and the applications requested by the BENEFICIARY.

b2) The CARRIER must ensure that the BENEFICIARY can communicate with all drivers involved in the transport in any EU or non-EU country.

4.1.19. A. For refrigerated transport with controlled temperature:

a) Before loading, the CARRIER must ensure that the temperature inside the vehicle's cargo compartment complies with the TRANSPORT CONTRACT-ORDER specifications.

b) The temperature must be verified at the time of loading, monitored, and maintained according to the TRANSPORT ORDER-CONTRACT throughout the transport, from loading to the final destination.

c) After unloading, the CARRIER must provide the BENEFICIARY with a thermograph report proving that the transport was conducted under the requested conditions.

d) If the CARRIER fails to fulfill the obligations specified in a), b), and c), it will be liable for all damages incurred by the BENEFICIARY.

4.1.20. A. For the transport of dangerous goods (ADR):

a) The CARRIER guarantees it is authorized to execute such transport in compliance with applicable laws and adheres to specific rules for dangerous goods transport.

b) For ADR transport, the CARRIER must provide the necessary equipment for the vehicle and driver/crew and execute the transport according to all ADR Convention requirements.

c) The CARRIER must ensure that the driver holds and carries, at all times, an ADR training certificate issued by authorized institutions.

4.1.21. a) For the transport of goods (e.g., food products, waste, or other goods subject to authorization or registration regimes, as well as current and/or subsequent controls by relevant authorities), the CARRIER is obliged to properly maintain the required documents/records according to the law and deliver them to the BENEFICIARY at the address specified by the latter in a timely manner and in accordance with instructions.

b) If failure to meet the obligations under point 4.1.21 leads to proceedings for contraventions or offenses, or sanctions are imposed on the BENEFICIARY by relevant authorities, the CARRIER will owe the BENEFICIARY a penalty equal to the amount of the sanction imposed.

4.1.22. The CARRIER is obliged to request and comply with the BENEFICIARY's instructions when obstacles to transport execution arise.

4.1.23. If, for any reason, the execution of the TRANSPORT ORDER-CONTRACT becomes or is rendered impossible before the goods reach the designated delivery point, the CARRIER must request instructions from the BENEFICIARY.

4.1.24. If obstacles arise at the delivery location after the goods have arrived, the CARRIER must request instructions from the BENEFICIARY.

4.1.25. a) The CARRIER must notify the BENEFICIARY in writing and record in the consignment note (CMR), under its signature and stamp, the consignor's and consignee's signature and stamp, the date and time of the vehicle's arrival at loading/unloading.

b) The CARRIER must record in the consignment note (CMR) the date and time of the vehicle's arrival at the loading/unloading point and the date and time of its departure, with signatures and stamps of the consignor and consignee.

c) Free/non-chargeable waiting time at the loading/unloading point is 24 hours (for EU countries) and 48 hours (for non-EU countries), included in the transport rate from the outset (weekends and public holidays do not count as waiting time).

d) If loading/unloading has not commenced or has commenced but not been completed within the free time mentioned in c), the CARRIER must urgently notify the BENEFICIARY and request instructions. The vehicle must not leave the loading/unloading address during or after the free time without written instructions and confirmation from the BENEFICIARY.

e) The CARRIER must notify the BENEFICIARY in writing if the vehicle is detained at the loading/unloading point beyond the free time of 24 hours (for EU countries) or 48 hours (for non-EU countries).

f) Chargeable waiting time begins after 24 hours (for EU countries) or 48 hours (for non-EU countries) of vehicle presence at the loading/unloading location. Thus, the CARRIER may claim waiting costs only after these periods.

g) The CARRIER will not be entitled to claim waiting costs if the vehicle arrives late or early for loading/unloading, not in compliance with the date and time specified in the TRANSPORT ORDER-CONTRACT.

h) Waiting costs beyond the free time of 24 hours (EU) or 48 hours (non-EU) are capped at a maximum of 150 EUR/day.

h1) Such waiting costs will only be payable by the BENEFICIARY if the CARRIER has fully complied with obligations under article 4.1.25 b) and c), and the BENEFICIARY's client has accepted these costs in writing.

4.1.26. In the case of transport to, from, or through a non-EU country, the CARRIER is obligated to comply with customs regulations.

4.1.27. a) The CARRIER is prohibited from performing transshipment or storage operations for the goods without the BENEFICIARY's consent.

b) The CARRIER is forbidden to unload the goods at any location other than the one explicitly indicated by the BENEFICIARY in the TRANSPORT ORDER-CONTRACT.

4.1.28. The CARRIER is obligated to handle the goods in accordance with the BENEFICIARY's instructions throughout the time they remain in the CARRIER's custody.

4.1.29. a) The CARRIER is responsible for securing an insurance policy that fully covers all obligations and commitments as required by national and international legislation.

b) The CARRIER is obligated to maintain a valid "Carrier Liability" insurance policy covering damages of at least EUR 100,000 for the combination of tractor unit and trailer/semi-trailer provided to the BENEFICIARY.

4.1.30. a) The CARRIER is obligated to perform the transport using its own vehicles. Subcontracting the TRANSPORT ORDER-CONTRACT is only possible with the BENEFICIARY's written consent.

b) If the CARRIER obtains the BENEFICIARY's written consent to have the transport performed by a subcontractor, the CARRIER remains solely responsible for executing the TRANSPORT ORDER-CONTRACT, both during its execution and after the contractual relationship ends.

4.1.31. a) The CARRIER is obligated to meet international requirements (CMR, TIR, AETR, ADR, etc.) for executing the TRANSPORT ORDER-CONTRACT.

b) The CARRIER is obligated to obtain all permits and authorizations required for the transport, in compliance with the national and international legislation of the countries through which the transport is conducted.

c) The CARRIER is obligated to pay for all permits, authorizations, and fees required for the transport or resulting from its execution, in compliance with the national and international legislation of the countries where the transport is conducted.

c1) The BENEFICIARY will not be responsible for the payment of permits, authorizations, or fees mentioned in articles 4.1.31 b) and c). These are entirely the CARRIER's obligation, and re-invoicing these costs will not be accepted by the BENEFICIARY.

d) The CARRIER is obligated to ensure that all its employees perform their professional activities legally (with employment contracts in place) and are authorized under EU and/or Romanian law (e.g., valid driving licenses, professional certificates, etc.).

4.1.32. a) The CARRIER formally confirms and declares that it has fulfilled all legal obligations and conditions to conduct transport activities.

b) Specifically, the CARRIER confirms that it holds all necessary transport licenses and/or other required documents to operate as a carrier and will provide copies of these documents to the BENEFICIARY before signing the TRANSPORT ORDER-CONTRACT.

4.1.33. The CARRIER declares compliance with applicable international and national freight transport laws and possession of all documents required under national and international legislation for executing the transport, such as, but not limited to: MILOG, Loi Macron, SENT, EKAER REGULATIONS, etc.

4.1.34. The CARRIER must ensure that the BENEFICIARY holds valid and up-to-date copies of the documents mentioned 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 must indemnify the BENEFICIARY for any claims resulting from failure to meet the conditions mentioned in articles 4.1.31 and 4.1.33.

4.1.36. The CARRIER is obligated to deliver the goods to the destination specified, to the person entitled to receive them, on the date and at the time indicated in the TRANSPORT ORDER-CONTRACT.

4.1.37. The CARRIER must immediately inform the BENEFICIARY in writing of any delays in loading/unloading the goods, as well as any anticipated delays as defined in the TRANSPORT ORDER-CONTRACT.

4.1.38. The CARRIER is obligated to deliver the goods in the same condition in which they were received at the loading location, to the entitled recipient, at the specified location and date.

4.1.39. The CARRIER is obligated to send the BENEFICIARY the consignment note (CMR) in digital format via email or WhatsApp after completing the transport services, and no later than 24 hours after unloading.

4.1.40. The CARRIER is obligated to send the documents mentioned in article 7.3.1 to the BENEFICIARY via postal services.

4.1.41. It is expressly agreed that the GENERAL TERMS AND CONDITIONS OF THE CARRIER will not apply to EURO TEAM GB SPEDITION S.R.L.

4.1.42. A. For international transports regulated by GEO 41/2022 (with a loading point in an EU Member State or a non-EU country and unloading/storage in Romania):

a) The CARRIER is obligated to request the UIT code from EURO TEAM GB SPEDITION S.R.L.'s dispatcher or sales agent.

a1) Upon receiving the UIT code, the CARRIER is obligated to record it in the consignment note (CMR).

b) The CARRIER is prohibited from passing through border crossing points into Romania without the UIT code and without having recorded it in the CMR.

b1) Any legal consequences resulting in costs for the CARRIER due to this violation will not be borne by EURO TEAM GB SPEDITION S.R.L.

b2) Additionally, any fines or damages arising from the CARRIER's failure to have or record the UIT code in the CMR at border crossings will be exclusively borne by the CARRIER.

c) The CARRIER is obligated to equip the transport vehicle with a GPS device that is integrated with the E-TRANSPORT system.

c1) The CARRIER is obligated to ensure integration of the GPS device with E-TRANSPORT.

c2) The CARRIER is obligated to ensure the proper functioning of the GPS device throughout the transport.

c3) Before beginning the transport on Romanian territory, the CARRIER must input the UIT code into the GPS device and allocate it to the device. After completing the transport, the UIT code must be unassigned from the GPS device.

c4) The CARRIER must ensure that EURO TEAM GB SPEDITION has access to GPS data from the time of loading (before the vehicle leaves the loading point) until the transport is completed.

d) The CARRIER is obligated to inform the driver that:

-The UIT code must be recorded in the CMR.

-Crossing the border into Romania without the UIT code or without recording it in the CMR is prohibited.

-The transport documents and UIT code (recorded in the CMR) must be presented to the competent authorities.

B. In the case of international transports regulated by GEO 41/2022 (with a loading point in Romania and unloading in an EU Member State or a non-EU country):

a) The CARRIER is obligated to request the UIT code from EURO TEAM GB SPEDITION S.R.L.'s dispatcher or sales agent.

a1) After receiving the UIT code, the CARRIER must record it in the consignment note (CMR).

b) The CARRIER is prohibited from leaving the loading location until the UIT code is received and recorded in the CMR.

b1) Any legal consequences resulting in costs for the CARRIER due to this violation will not be borne by EURO TEAM GB SPEDITION S.R.L.

b2) Additionally, any fines or damages arising from the CARRIER's failure to have or record the UIT code in the CMR will be exclusively borne by the CARRIER.

c) The CARRIER is obligated to equip the transport vehicle with a GPS device that is integrated with the E-TRANSPORT system.

c1) The CARRIER is obligated to ensure integration of the GPS device with E-TRANSPORT.

c2) The CARRIER must ensure the proper functioning of the GPS device throughout the transport.

c3) Before beginning the transport on Romanian territory, the CARRIER must input the UIT code into the GPS device and allocate it to the device. After completing the transport, the UIT code must be unassigned from the GPS device.

c4) The CARRIER must ensure that EURO TEAM GB SPEDITION has access to GPS data from the time of loading (before the vehicle leaves the loading point) until the transport is completed.

d) The CARRIER must inform the driver that:

-The UIT code must be recorded in the CMR.

-Leaving the loading location without the UIT code or without recording it in the CMR is prohibited.

-The transport documents and UIT code (recorded in the CMR) must be presented to the competent authorities.

C. In the case of national transports regulated by GEO 41/2022 (transports of goods with high fiscal risk):

The provisions in Article 4.1.42 point B will apply.

D. If, after declaring data in the E-TRANSPORT platform, it becomes necessary to change the vehicle numbers/truck in the platform (whether the new CARRIER is listed in the TRANSPORT CONTRACT-ORDER or the only change is the truck number, while the CARRIER remains the same):

The CARRIER listed in the TRANSPORT CONTRACT-ORDER IS OBLIGATED NOT TO MOVE THE TRUCK (with the new vehicle numbers) UNTIL THE CHANGES ARE MADE IN THE E-TRANSPORT PLATFORM AND APPROVAL IS RECEIVED FROM EURO TEAM GB SPEDITION S.R.L.'s dispatcher or sales agent.

E. IMPORTANT! For transports regulated by GEO 41/2022, the CARRIER IS OBLIGATED TO FOLLOW ALL INSTRUCTIONS FROM EURO TEAM GB SPEDITION S.R.L. (including those related to truck parking, if necessary).

If the CARRIER fails to comply with EURO TEAM GB SPEDITION S.R.L.'s instructions, any damages or fines will be charged to the CARRIER.

4.2. OBLIGATIONS OF THE BENEFICIARY

4.2.1. The BENEFICIARY is obligated to send the CARRIER a TRANSPORT ORDER-CONTRACT via email for the requested freight transport.

4.2.2. If obstacles arise during the transport and the CARRIER requests instructions/guidance from the BENEFICIARY, the BENEFICIARY is obligated to request such instructions/guidance from its client. Once received, these must be transmitted to the CARRIER.

4.2. OBLIGATIONS OF THE BENEFICIARY

4.2.1. The BENEFICIARY is obligated to send the CARRIER a TRANSPORT ORDER-CONTRACT via email for the requested freight transport.

4.2.2. If obstacles arise during the transport and the CARRIER requests instructions/guidance from the BENEFICIARY, the BENEFICIARY is obligated to request such instructions/guidance from its client. Once received, these must be transmitted to the CARRIER.

ART. 5. CONTRACTUAL LIABILITY, EXONERATION CAUSES, FORCE MAJEURE, TERMINATION OF THE CONTRACT

5.1. LIABILITY OF THE BENEFICIARY AND EXONERATION CAUSES

5.1.1. The BENEFICIARY is liable under the law for breaching contractual clauses.

5.1.2. a) The BENEFICIARY is not liable for the actions of third parties (clients, consignors, consignees, etc.) or for the accuracy of data recorded in documents prepared by them or for the veracity of information provided by third parties to the BENEFICIARY and subsequently transmitted to the CARRIER.

b) The BENEFICIARY is not liable for the accuracy of data related to the loading or unloading location, the quantity of goods, the type of goods, or loading references provided by its client and shared with the CARRIER.

5.1.3. The BENEFICIARY is not liable for the accuracy of instructions/guidance received from its client and subsequently transmitted to the CARRIER.

5.1.4. The BENEFICIARY is exonerated from liability in cases of force majeure.

5.2. LIABILITY OF THE CARRIER AND EXONERATION CAUSES

5.2.1. The CARRIER is liable under the law for breaching contractual clauses.

5.2.2. a) The CARRIER is liable for the total or partial loss of goods, for their damage, from the moment of receipt for transport until delivery at the destination, as well as for delays in delivery.

b) In the absence of documented reservations noted at the time of loading in the consignment note (CMR) and written notification to the BENEFICIARY, it is presumed that the goods and their packaging were in good condition at the time of receipt by the CARRIER and that the goods conformed qualitatively and quantitatively to the information in the consignment note and TRANSPORT ORDER-CONTRACT.

5.2.3. The CARRIER cannot invoke vehicle breakdowns, the fault of its employees, subcontractors, or the entity (individual or legal) from whom the vehicle was rented as grounds for exoneration from liability.

5.2.4. The CARRIER will be responsible for the consequences of losing or misusing the consignment note (CMR) or other transport documents.

5.2.5. In cases of total or partial loss of goods, the compensation to be paid by the CARRIER is calculated based on the value of the goods at the location and time of their receipt for transport.

5.2.7. In cases of damage to goods during transport, the compensation owed by the CARRIER will correspond to the depreciation in the value of the goods.

5.2.8. a) In the case of delays in delivery of goods: Any delay in delivery constitutes a failure by the CARRIER to fulfill its contractual obligations, granting the BENEFICIARY the right to claim "damages."

a1) Any costs incurred by the BENEFICIARY (even if they exceed the transport fee) due to the CARRIER's failure to meet unloading deadlines will be fully borne by the CARRIER.

a1.1) If the goods arrive at their destination with qualitative depreciation due to exceeding the transport execution time, the CARRIER will be obligated to pay corresponding costs/compensation (even if these exceed the transport fee).

a2) Penalty for delayed delivery of goods (penalty clause): In the event of delays in delivery, regardless of whether or not the BENEFICIARY incurs costs imposed by its client due to the delay, the BENEFICIARY has the right to request a penalty of at least 250 EUR/day of delay. The total penalty amount for all days of delay will not exceed the transport fee.

a2.1) The penalty of at least 250 EUR/day of delay compensates the BENEFICIARY for damages caused by the delay in unloading, including reputational damage and the deterioration/cessation of commercial relationships between the BENEFICIARY and its client (excluding costs imposed by the BENEFICIARY's client).

a2.2) The exact amount of damages per day of delay (penalty clause) will be determined based on the circumstances of each specific case. However, in all situations, the CARRIER will pay a minimum of 250 EUR/day of delay.

a3) In cases of delays in delivery: The CARRIER will bear both the aforementioned penalty (minimum 250 EUR/day of delay, penalty clause) and any costs imposed on the BENEFICIARY by its client due to the CARRIER's failure to meet unloading deadlines.

a3.1) In such cases, the total damage to the BENEFICIARY's patrimony, resulting from the delayed delivery, comprises the penalty specified in article 5.2.8 a2) (at least 250 EUR/day of delay) plus any costs imposed on the BENEFICIARY by its client.

a3.2) The total damage (comprising the penalty and costs imposed on the BENEFICIARY) may exceed the transport fee; however, the total penalty for all days of delay will not exceed the transport fee.

a4) Depending on the situation, in cases of delayed delivery, the CARRIER will bear only the aforementioned penalty (minimum 250 EUR/day of delay, penalty clause) or only the costs imposed on the BENEFICIARY by its client.

b) In the case of delays in loading or announced/unannounced delays at loading/unloading: Any such delays constitute a breach of the CARRIER's contractual obligations, giving the BENEFICIARY the right to terminate the TRANSPORT CONTRACT-ORDER and claim damages.

b1) Penalty for delays at loading/unloading (penalty clause): In cases of delays at loading/unloading or unannounced delays, the BENEFICIARY may terminate the TRANSPORT ORDER-CONTRACT and request a penalty of at least 250 EUR (penalty clause).

b1.1) The penalty compensates the BENEFICIARY for damages caused by the CARRIER's failure to meet loading deadlines, including reputational damage and commercial relationship deterioration between the BENEFICIARY and its client (excluding costs imposed by the BENEFICIARY's client).

b1.2) The exact damage amount will be determined based on the specific circumstances of each case. In all situations, the CARRIER will pay a minimum of 250 EUR

b1.3) In situations where, due to the CARRIER's failure to fulfill its contractual obligations (resulting in the termination of the TRANSPORT ORDER-CONTRACT), it becomes necessary to subcontract the transport to another carrier, the exact amount representing the damages caused to the BENEFICIARY will be determined as the difference between the price paid to the new carrier (to whom the transport was subcontracted) and the price specified in the TRANSPORT CONTRACT-ORDER concluded with the original CARRIER.

b2) Any costs (even if these exceed the transport fee) imposed on the BENEFICIARY (by its client) as a result of the CARRIER's failure to meet loading deadlines (in cases of delays at loading, anticipated delays, or unannounced delays) or unloading deadlines (in cases of anticipated delays at unloading) will be fully borne by the CARRIER.

b2.1) In cases of delays at loading, anticipated delays at loading/unloading, or unannounced delays at loading, the CARRIER will bear both the aforementioned penalty (minimum 250 EUR/day of delay, penalty clause) and any costs imposed on the BENEFICIARY (by its client) as a result of the CARRIER's failure to meet loading or unloading deadlines.

b2.2) In such situations, the total damage to the BENEFICIARY's patrimony, resulting from delays at loading, anticipated delays at loading/unloading, or unannounced delays at loading, consists of the penalty specified in article 5.2.8 b1) (minimum 250 EUR/day, penalty clause) plus any costs imposed on the BENEFICIARY (by its client) as a result of the CARRIER's failure to meet loading or unloading deadlines.

b2.3) However, depending on the situation, in cases of delays at loading, anticipated delays at loading/unloading, or unannounced delays at loading, the CARRIER will bear either only the aforementioned penalty (minimum 250 EUR, penalty clause) or only the costs imposed on the BENEFICIARY (by its client).

b3) For the purposes of this ANNEX, termination represents the cessation of the contract's effects, at the BENEFICIARY's request, as a sanction for the CARRIER's non-performance of the TRANSPORT ORDER-CONTRACT/non-fulfillment of contractual obligations by the CARRIER.

b3.1) Termination of the TRANSPORT ORDER-CONTRACT will be made in writing, by sending a notification from the BENEFICIARY to the CARRIER.

b3.2) In the event of termination of the TRANSPORT ORDER-CONTRACT, the provisions of Article 8.5 of this ANNEX will apply.

b4) If the BENEFICIARY does not notify the CARRIER of the termination of the TRANSPORT ORDER-CONTRACT based on article 5.2.8 b) and following, the contractual relationship will continue in accordance with the provisions of the TRANSPORT ORDER-CONTRACT. It will remain effective, and in cases of delays at loading or unloading, the provisions of article 5.2.8 a), a1), a2), a3) will apply.

5.2.9. If, as a result of damage to goods during transport, or actions or inactions by the CARRIER, costs are incurred for actions including, but not limited to:

- Returning goods to the consignor or another location,
- Transporting goods to their destination using another vehicle,
- Transforming goods into waste,
- Additional handling of goods,
- Repackaging goods, etc.,

the resulting costs will remain the responsibility of the CARRIER.

5.2.10. The CARRIER is obligated to compensate the BENEFICIARY for any costs, including legal defense expenses.

5.2.11. If the CARRIER fails to send the BENEFICIARY the consignment note (CMR) in digital format via email or WhatsApp immediately after unloading the goods, but no later than 24 hours, the BENEFICIARY is entitled to claim 100 EUR as a "contractual penalty (penalty clause)."

5.2.12. If the CARRIER refuses to send the BENEFICIARY the documents mentioned in Article 7 via postal or courier services, the BENEFICIARY is entitled to claim 1,000 EUR as a "contractual penalty (penalty clause)."

5.2.13. The CARRIER will be responsible for all activities of its employees and subcontractors.

5.2.14. a) The CARRIER is liable under the law for breaching any legal obligations and contractual clauses.

b) Any costs imposed on the BENEFICIARY (by its client) as a result of the CARRIER's failure to:

- Comply with the transport conditions stipulated in the TRANSPORT ORDER-CONTRACT, and/or
- Meet loading/unloading deadlines (in cases of delays at loading/unloading, the provisions of article 5.2.8 of this ANNEX apply), and/or

-Follow specific instructions transmitted to the CARRIER in writing, and/or
-Fulfill contractual provisions,
will be exclusively borne by the CARRIER.

5.2.15. The CARRIER is liable under the law for any damages caused to the BENEFICIARY due to its sole fault.

5.2.16. The CARRIER is exonerated from liability in cases of force majeure.

5.3. FORCE MAJEURE

5.3.1. Neither of the contracting parties shall be held liable for non-performance, delayed performance, or improper performance, whether total or partial, of any of their obligations if such non-performance is caused by an event of force majeure.

5.3.2. Force majeure represents an unforeseeable event at the time of contract conclusion, external, absolutely invincible, and unavoidable, with consequences that cannot be eliminated by the party invoking it.

5.3.3. Events considered as force majeure under this contract include natural disasters, war, insurrection, embargo, terrorist acts, riots, and civil disturbances.

5.3.4. The fulfillment of the contract shall be suspended during the period of force majeure, without prejudice to the rights accrued to the parties up to the occurrence of the event.

5.3.5. The contracting party invoking force majeure is obligated to notify the other party of its occurrence within a maximum of 3 hours from the event and take all available measures to mitigate its consequences.

5.3.6. If the force majeure event persists or is estimated to persist for more than one day, either party shall have the right to notify the other party of the contract's automatic termination.

ART. 6. VALIDITY AND TERMINATION OF THE TRANSPORT ORDER-CONTRACT

6.1. The TRANSPORT ORDER-CONTRACT shall be deemed validly concluded subject to the CARRIER's agreement, expressed as follows:

- a) By signing and stamping the TRANSPORT ORDER-CONTRACT; or
- b) By fully or partially performing the transport requested by the BENEFICIARY; or
- c) By any act or fact indicating the CARRIER's intent to carry out transport services based on the TRANSPORT ORDER-CONTRACT (e.g., providing the vehicle number to the BENEFICIARY, submitting full or partial documents/data requested by the BENEFICIARY, etc.).

6.2. Following the expression of agreement for the conclusion of the TRANSPORT ORDER-CONTRACT in the manner described in Art. 6.1., the CARRIER consents to the contractual clauses. In the event of non-compliance, damages shall be addressed in accordance with the law.

6.3. a) By concluding the TRANSPORT ORDER- CONTRACT (in the manner described in Article 6.1 of this TRANSPORT ORDER-CONTRACT), the CARRIER expressly declares that they have read and accepted the GENERAL CONDITIONS OF THE TRANSPORT ORDER- CONTRACT, version 1.6/08.11.2024, as published on the website of S.C. EURO TEAM GB SPEDITION S.R.L (<https://euroteamgb.com/termenii-si-conditiile-de-transport-pentru-furnizori>), which constitutes **ANNEX NO. 1 TO THE TRANSPORT ORDER- CONTRACT** and forms an integral part of this TRANSPORT ORDER-CONTRACT.

b) By concluding the TRANSPORT ORDER-CONTRACT (in the manner described in Article 6.1), the CARRIER expressly declares that they have read and accepted that S.C. EURO TEAM GB SPEDITION S.R.L will process the personal data of the CARRIER (and its agents, subcontractors, representatives) in accordance with and under the terms of the **PERSONAL DATA PROCESSING AGREEMENT**, version 1.2/08.11.2024, as published on the website of S.C. EURO TEAM GB SPEDITION S.R.L (<https://euroteamgb.com/termenii-si-conditiile-de-transport-pentru-furnizori>), which constitutes **ANNEX NO. 2 TO THE TRANSPORT ORDER-CONTRACT** and forms an integral part of this TRANSPORT ORDER CONTRACT.

c) By concluding the TRANSPORT ORDER-CONTRACT (in the manner described in Article 6.1), the CARRIER expressly declares that they have read and accepted the **SECURITY, OCCUPATIONAL HEALTH AND SAFETY, EMERGENCY SITUATIONS, AND ENVIRONMENTAL PROTECTION CLAUSE**, version 1.0/16.09.2022, as published on the website of S.C. EURO TEAM GB SPEDITION S.R.L (<https://euroteamgb.com/termenii-si-conditiile-de-transport-pentru-furnizori>), which constitutes **ANNEX NO. 3 TO THE TRANSPORT ORDER CONTRACT** and forms an integral part of this TRANSPORT ORDER CONTRACT.

6.4. a) If, after the agreement for the conclusion of the TRANSPORT ORDER-CONTRACT as described in Art. 6.1., the CARRIER requests the termination of the commercial/contractual relationship (termination of the contract between the parties), this act equates to the non-performance of the TRANSPORT ORDER-CONTRACT by the CARRIER.

a1) Penalty for non-performance of the TRANSPORT ORDER-CONTRACT (penalty clause): In cases of non-performance of the TRANSPORT ORDER-CONTRACT by the CARRIER, the BENEFICIARY has the right to terminate the contract and request a penalty of at least 250 EUR from the CARRIER.

a1.1) The penalty of at least 250 EUR compensates the BENEFICIARY for damages caused by the CARRIER's non-performance, including reputational damage and any deterioration or termination of commercial relationships between the BENEFICIARY and its client (excluding costs imposed on the BENEFICIARY by its client).

a1.2) The exact amount of damages will be determined based on the circumstances of each specific case. However, the CARRIER will always pay a minimum of 250 EUR.

a1.3) In cases where subcontracting the transport to another carrier is required due to the CARRIER's non-performance, the exact compensation to the BENEFICIARY will be calculated as the difference between the amount paid to the new carrier and the amount specified in the TRANSPORT ORDER-CONTRACT concluded with the CARRIER.

b) Any costs (even if exceeding the transport fee) imposed on the BENEFICIARY by its client due to the CARRIER's non-performance will be fully borne by the CARRIER.

b1.1) In cases of non-performance of the TRANSPORT ORDER-CONTRACT by the CARRIER, the latter will bear both the penalty mentioned above (at least 250 EUR, penalty clause) and any costs imposed on the BENEFICIARY by its client due to the CARRIER's non-performance.

b1.2) In such cases, the total damages to the BENEFICIARY's patrimony resulting from the CARRIER's non-performance will consist of the penalty mentioned in Art. 6.4 a1) (at least 250 EUR, penalty clause) and any costs imposed on the BENEFICIARY.

6.5. a) If the CARRIER requests termination of the TRANSPORT CONTRACT-ORDER (validly concluded) at any time within 24 hours prior to the scheduled loading date or on the same day as the scheduled loading, this act equates to non-performance of the TRANSPORT ORDER-CONTRACT.

b) In the event of Art. 6.5., the provisions of Art. 6.4 (a1, a1.1, a1.2, a1.3, b) and Art. 8.5 will apply accordingly.

c) If the BENEFICIARY requests termination of the TRANSPORT ORDER-CONTRACT (validly concluded) within 24 hours prior to the scheduled loading date or on the same day as the scheduled loading, the BENEFICIARY's liability towards the CARRIER will be limited to a payment of 150 EUR, provided this amount is accepted by the BENEFICIARY's client.

6.6. Refer to Art. 5.2.8 (a3, a3.1, a3.2, b, b1, b1.1, b1.2, b2, b2.1, b2.2) of this ANNEX.

6.7. Refer to Art. 5.2.8 (b3, b3.1, b3.2) of this ANNEX.

ARTICLE 7: PRICE, PAYMENT TERMS, AND METHOD FOR TRANSPORT SERVICES. REMARKS

7.1 PRICE

7.1.1 The price of the TRANSPORT ORDER-CONTRACT is specified in "ART. 3.1. PRICE" of the TRANSPORT CONTRACT-ORDER.

7.1.2 a) The price of transport services is determined for each transport before it is carried out. Accordingly, the BENEFICIARY will issue a TRANSPORT ORDER-CONTRACT specifying the price for the requested transport.

b) The transport price will be deemed negotiated and accepted by the parties upon the conclusion of the TRANSPORT CONTRACT-ORDER in the manner described in Art. 6.1 of this Annex (i.e., by the CARRIER signing and stamping the TRANSPORT CONTRACT-ORDER; or by the CARRIER partially or fully performing the requested transport; or through any act or fact indicating the CARRIER's intention to provide transport services based on the TRANSPORT ORDER-CONTRACT, such as providing the vehicle number to the BENEFICIARY, submitting full or partial documents/data requested by the BENEFICIARY, etc.).

7.1.3. a) The transport price shall include the time the vehicle and driver are at the disposal of the BENEFICIARY, from the vehicle's arrival at the loading site until its departure from the unloading site (for each transport, free/unchargeable waiting time at the loading/unloading site is 24 hours for EU countries and 48 hours for non-EU countries, included from the outset in the transport price). This also includes supervision of loading and unloading by the CARRIER via its employee acting as the driver, the securing of goods by the CARRIER via its employee with appropriate equipment and devices for the transported goods, and additional services necessary for the transport of goods (e.g., weighing of goods).

b) For the services specified in point 7.1.3 of this Annex, the CARRIER shall not request an additional transport fee, as these services are included from the outset in the transport price.

A.2 INVOICE, PAYMENT TERMS, AND PAYMENT METHOD FOR TRANSPORT SERVICES

A. INVOICE

1. The INVOICE will be issued for the transport services provided under the TRANSPORT ORDER-CONTRACT for the amount negotiated between the parties and specified in ART. 3.1 of the TRANSPORT ORDER-CONTRACT, in EURO.

2. The invoice will be sent together with the original transport documents to EURO TEAM GB SPEDITION S.R.L. via postal services.

B. PAYMENT TERMS

1. Payment for services shall be made within the deadline specified in the TRANSPORT ORDER-CONTRACT, which starts from the date the BENEFICIARY receives the invoice and original transport documents (described in Art. 7.3.1).

a) If the CARRIER fails to provide all original transport documents (described in Art. 7.3.1) or submits incorrect or incomplete documents, payment for transport services will not be made. Payment will occur (in accordance with the BENEFICIARY's payment procedure) only after the CARRIER submits all original transport documents (specified in Art. 7.3.1).

C. PAYMENT METHOD

1. Payment for transport services shall be made via bank transfer.

2. The BENEFICIARY makes payments to CARRIERS only on Fridays of each week.

3. The invoice may be paid with an 8% discount from the negotiated and accepted transport rate for payment within 3 days.

a) The 8% discount will not apply if there is a delay in cargo delivery, total or partial loss of the cargo, or damage to the cargo.

1. The invoice may be paid with a 5% discount from the negotiated and accepted transport rate for payment within 15 days.
- a) The 5% discount will not apply if there is a delay in cargo delivery, total or partial loss of the cargo, or damage to the cargo.

7.3. OBSERVATIONS

7.3.1. a) To receive payment for the transport services performed, the CARRIER is required to send the invoice together with the following original transport documents to the BENEFICIARY via postal services:

a1) In case of a freight transport carried out within EU Member States: two (2) original copies of the CMR, properly stamped and signed by the consignee; the original goods accompanying note (waybill), the TRANSPORT ORDER-CONTRACT signed and stamped by the CARRIER.

a2) In case of a freight transport carried out between countries where at least one is not an EU Member State: two (2) original copies of the CMR, properly stamped and signed by the consignee; a copy of the TIR Carnet and/or another type T document, stamped by customs authorities at the destination; the original goods accompanying note (waybill); the TRANSPORT ORDER-CONTRACT signed and stamped by the CARRIER.

a3) In case of a freight transport between two EU Member States but transiting a non-EU country: two (2) original copies of the CMR, properly stamped and signed by the consignee; a copy of the TIR Carnet with the T2L observation included and/or another type T document, stamped by customs authorities at the destination; the original goods accompanying note (waybill); the TRANSPORT ORDER- CONTRACT signed and stamped by the CARRIER.

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

7.3.2. a) To be eligible for payment, the invoice must include:

a) The transport order number and series;

b) The name, address, and tax registration number of the BENEFICIARY;

c) The name, address, and tax registration number of the CARRIER;

d) The CARRIER's banking details: EURO and LEI account numbers and the name of the bank.

d1) In case of changes to banking details, the CARRIER must send the BENEFICIARY an official written notification along with a letter from the bank confirming the CARRIER's ownership of the account.

d1.1) The obligation to provide a document confirming the CARRIER's ownership of the account also applies to every new CARRIER.

d2) The provided bank account will be registered in the BENEFICIARY's system, and all payments to the CARRIER will be made to this account. Only one account per currency may be registered.

d3) To avoid any doubt, the BENEFICIARY shall not be liable for overdue or misdirected payments made to old accounts due to the CARRIER's failure to provide updated or accurate banking details.

7.3.3. a) The CARRIER is required to send a digital copy of the consignment note (CMR) to the BENEFICIARY via email or WhatsApp immediately after the delivery of goods, but no later than 24 hours after unloading.

b) If the CARRIER fails to comply with this obligation, the BENEFICIARY is entitled to claim the amount of 100 EUR as a "contractual penalty (penalty clause)."

c) If the CARRIER refuses to send the documents mentioned in Article 7.3.1 via postal or courier services, the BENEFICIARY is entitled to claim the amount of 1,000 EUR as a "contractual penalty (penalty clause)."

ARTICLE 8: SPECIAL PROVISIONS

8.1. a) In the event of partial loss of goods, their damage, or delayed delivery of goods, the payment term for transport services shall be 100 days from the date the BENEFICIARY receives the documents specified in Art. 7.3.1.

b) In the event of total loss of goods, the cost of the transport in question will not be paid.

8.2. A. a) If, within the 100-day term mentioned in Article 8.1, the BENEFICIARY's client raises reservations, objections, or sends notifications regarding delays in the delivery of goods resulting from the transport performed by the CARRIER, payment for the transport services under the TRANSPORT ORDER- CONTRACT shall be suspended until the resolution of the matter, specifically until the existence and amount of costs charged to the BENEFICIARY (by its client) are determined and fully covered by the CARRIER (or, depending on the specifics of each case, the full coverage of the total damages, comprising the costs charged to the BENEFICIARY by its client and the penalty specified in Article 5.2.8 lit. a2), a2.1), a2.2) in ANNEX NO. 1 TO EACH TRANSPORT ORDER- CONTRACT).

b) If, within the 100-day term mentioned in Article 8.1, the BENEFICIARY's client raises reservations, objections, or sends notifications regarding partial loss or damage to the goods, payment for all transports performed by the CARRIER under TRANSPORT ORDER- CONTRACTS/payment of all invoices issued by the CARRIER shall be suspended until the resolution of the matter, specifically until the existence and extent of damages resulting from the partial loss or damage to goods are determined and fully covered by the CARRIER.

B. a) In the case of total loss of goods, payment for all transports performed by the CARRIER under TRANSPORT ORDER- CONTRACTS/payment of all invoices issued by the CARRIER shall be suspended until the resolution of the matter, specifically until the existence and extent of damages resulting from the total loss of goods are determined and fully covered by the CARRIER.

b) If the CARRIER has violated the provisions of OUG 41/2022 or failed to fulfill the obligations imposed by the ANNEX NO. 1 TO EACH TRANSPORT ORDER- CONTRACT concerning transports regulated by OUG 41/2022 (Article 4.1.42 of ANNEX

NO.1 TO EACH TRANSPORT ORDER-CONTRACT), payment for all transports performed by the CARRIER under TRANSPORT ORDERS- CONTRACTS/payment of all invoices issued by the CARRIER shall be suspended until the resolution of the matter, specifically until the existence and extent of damages resulting from non-compliance with legal and/or contractual provisions are determined and fully covered by the CARRIER.

c) If the CARRIER has violated the explicit prohibitions outlined in the ANNEX NO. 1 TO EACH TRANSPORT ORDER-CONTRACT (related to OUG 41/2022, such as involvement in drug trafficking, migrant smuggling, contraband/transport of tobacco, etc.), payment for all transports performed by the CARRIER under TRANSPORT ORDERS- CONTRACTS/ payment of all invoices issued by the CARRIER shall be suspended until the resolution of the matter, specifically until the existence and extent of damages resulting from non-compliance with legal and/or contractual provisions are determined and fully covered by the CARRIER.

N.B.: For the purposes of Article 8.2 (B-b and c)), "damages" include any material damage caused to the assets of the BENEFICIARY and/or the BENEFICIARY's client/shipper/consignee related to the contracted freight transport, as well as reputational damages caused to the BENEFICIARY or resulting from the deterioration/termination of commercial relations between the BENEFICIARY and its client.

8.3. a) If the BENEFICIARY sends the CARRIER a reservation or notification regarding damage, total loss, or partial loss of goods resulting from transport, the CARRIER is obligated to immediately initiate, through its insurer, all specific procedures necessary to remedy the damages.

b) The CARRIER must continuously inform the BENEFICIARY in writing about the status of the damage claim (CMR) and transfer to the BENEFICIARY's account the amount necessary to fully cover the damages resulting from the damage, total loss, or partial loss of goods, upon resolution of the CMR damage claim and its payment by the insurer to the CARRIER.

c) If, for any reason, the CARRIER's insurer does not fully cover the damages resulting from partial loss or damage of goods, the CARRIER must notify the BENEFICIARY within 2 days of finding the reason why the insurer will not remedy the damages caused by the CARRIER.

c1) In such cases, the BENEFICIARY is entitled to withhold the amount owed for the transport performed under the TRANSPORT ORDER-CONTRACT or, if the amount is insufficient, to withhold sums owed for other transports performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS (up to the amount of the damages) and, if necessary, to claim an additional amount required to fully cover the damages.

c1.1) If, after withholding sums owed for other transports performed by the CARRIER, additional payment is required to fully cover the damages, the CARRIER will be invoiced for the additional amount, which must be paid within 5 days of receiving the relevant invoice via E-INVOICE (or email for non-Romanian carriers).

c1.2) If no other transports have been performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS (except for the one causing the partial loss or damage of goods), the CARRIER must pay the full amount of the invoiced damages within 5 days of receiving the relevant invoice via E-INVOICE (or email for non-Romanian carriers).

8.4. a) If it is determined that costs have been charged to the BENEFICIARY (by its client) due to delayed delivery of goods, the BENEFICIARY has the right to withhold the corresponding amount from the payment due for the transport under the TRANSPORT CONTRACT-ORDER where the delay occurred. This offsetting will be carried out automatically.

b) If the aforementioned costs exceed the value of the transport, the BENEFICIARY has the right to withhold the payment for the transport under the TRANSPORT ORDER-CONTRACT, as well as to claim an additional amount required to fully cover the costs.

b1) The additional amount required to cover the costs charged to the BENEFICIARY (by its client) will be withheld from sums owed for other transports performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS.

b2) If no other transports have been performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS (except for the one causing the delay), the additional amount required to cover the costs will be invoiced to the CARRIER, which must be paid within 5 days of receiving the invoice via E-INVOICE (or email for non-Romanian carriers).

8.5. Depending on specific circumstances, the provisions of Art. 8.4 shall apply accordingly to the total damage (comprising costs charged to the BENEFICIARY by its client and the penalty specified in Art. 5.2.8 lit. a2), a2.1), a2.2)) or, where applicable, only to the penalty specified in Art. 5.2.8 lit. a2), a2.1), a2.2).

8.6. a) In the event of termination of the TRANSPORT ORDER-CONTRACT (as a result of the CARRIER's failure to fulfill contractual obligations or non-performance of the TRANSPORT CONTRACT-ORDER), in cases expressly provided in this ANNEX (Art. 5.2.8 lit. b) et seq. / Art. 6.4 lit. a) et seq. / Art. 6.5 lit. a) et seq.), the BENEFICIARY has the right to withhold from sums owed for other transports performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS between the parties the amount of costs charged to the BENEFICIARY (by its client), automatically offsetting the two mutual debts.

a1) In the event of termination of the TRANSPORT ORDER-CONTRACT (due to the CARRIER's failure to fulfill contractual obligations or non-performance of the TRANSPORT ORDER-CONTRACT), in cases expressly provided in this ANNEX (Art. 5.2.8 lit. b) et seq. / Art. 6.4 lit. a) et seq. / Art. 6.5 lit. a) et seq.), the value of the transport in question will not be paid.

b) If, after withholding sums owed for other transports performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS, an additional amount is required to cover the costs charged to the BENEFICIARY (by its client), this amount will be invoiced to the CARRIER, which must be paid within 5 (five) days of receiving the relevant invoice via E-INVOICE (or email for non-Romanian carriers).

b1) If no other transports have been performed by the CARRIER under TRANSPORT ORDERS-CONTRACTS, the CARRIER will be obligated to pay the invoiced amount corresponding to the costs charged to the BENEFICIARY (by its client) within 5

(five) days of receiving the relevant invoice via E-INVOICE (or email for non-Romanian carriers).
c) Depending on specific circumstances, the provisions of Art. 8.6 shall apply accordingly to the total damage (comprising costs charged to the BENEFICIARY by its client and the penalty specified in Art. 5.2.8 lit. b1), b1.1), b1.2) / Art. 6.4 lit. a1.1), a1.2), a1.3) / Art. 6.5 lit. a) et seq. of this ANNEX), or, where applicable, only to the penalty specified in Art. 5.2.8 lit. b1), b1.1), b1.2) / Art. 6.4 lit. a1.1), a1.2), a1.3) / Art. 6.5 lit. a) et seq.

8.7. In cases where the BENEFICIARY charges the CARRIER for damages, contractual penalties, or costs as a result of the actions described in this ANNEX in Art. 5.2.9, 5.2.10, 5.2.11, 5.2.12, 5.2.13, 5.2.14, the CARRIER agrees to settle mutual debts through offsetting.

8.8. In all cases where the BENEFICIARY charges the CARRIER for damages, contractual penalties, or costs resulting from activities conducted between the parties, the CARRIER agrees to settle mutual debts through offsetting.

8.8.1. The CARRIER explicitly agrees and acknowledges the BENEFICIARY's right to offset its claims (representing damages, contractual penalties, and costs) against any claims of the CARRIER without requiring the signing of a bilateral document.

ARTICLE 9. CONFIDENTIALITY CLAUSE. TRADE RESTRICTIONS. DEFAMATION PROHIBITION. INDEPENDENT CONTRACTORS

9.1. CONFIDENTIALITY CLAUSE

9.1.1. The CARRIER undertakes that during the performance of the TRANSPORT ORDER-CONTRACT and for a period of one year after its termination, it will not disclose to third parties, whether individuals or legal entities, any data or information it became aware of during the execution of the TRANSPORT ORDER-CONTRACT.

9.1.2. The following are considered the BENEFICIARY's confidential data or information:

- a) Organization and functioning methods;
- b) Personnel and salary-related data (names, addresses, etc.);
- c) Information about partners, clients, suppliers, and collaborators;
- d) Operational/work instructions and procedures used within the company;
- e) Software applications and developed projects;
- f) Financial situation;
- g) Business projects;
- h) Licenses and patents;
- i) Market position;
- j) Access codes and passwords for IT systems and telecommunications;
- k) Service management strategies;
- l) Marketing strategies for service promotion;
- m) Discoveries, ideas, concepts, know-how, technical processes, projects, software programs, electronic databases, specifications, designs, sketches, plans, diagrams, industrial models, and process diagrams;
- n) Development, territorial expansion, marketing, financial, or business plans, commissions, tariff proposal plans;
- o) Any information related to professional secrets or any other information belonging to the BENEFICIARY;
- p) Any documents or data carriers, regardless of their content;
- q) Information of the types mentioned above indirectly obtained by the CARRIER from a person connected to the BENEFICIARY through business or employment relations.

9.1.3. Mentioning any activity carried out under the TRANSPORT ORDER-CONTRACT during or up to one year after its termination is also considered a breach of confidentiality.

9.1.4. The CARRIER undertakes:

- a) Not to copy, reproduce, distribute, commercialize, or partially or wholly disclose any confidential information to any third party, whether individuals or entities;
- b) Not to allow third parties access to confidential information;
- c) Not to use confidential information for personal purposes or disclose it to third parties as defined in Article 9.1.2;
- d) Not to disclose the existence and content of relations between the parties or confidential information received;
- e) To handle the BENEFICIARY's confidential information with maximum care and discretion, applying at least the same care as one would for their confidential data;
- f) To promptly notify the BENEFICIARY of any unauthorized disclosure, loss, or misuse of confidential information.

9.1.5. a) The CARRIER's breach of confidentiality obligations gives the BENEFICIARY the right to claim a penalty of €10,000 (penalty clause).

b) This penalty compensates for damages caused to the BENEFICIARY due to the CARRIER's breach of confidentiality obligations.

9.2. TRADE RESTRICTIONS. DEFAMATION PROHIBITION

9.2.1. The CARRIER (via its agents or representatives) is prohibited from directly or indirectly contacting the BENEFICIARY's client, the sender, or the recipient of the goods for transport conducted under the TRANSPORT ORDER-CONTRACT without the BENEFICIARY's written consent or from performing transport services for these entities without such consent. This clause is valid during the contract's duration and for five years after its termination.

9.2.2. a) Direct or indirect contact by the CARRIER with the BENEFICIARY's client, sender, or recipient of the goods or providing transport services to them without the BENEFICIARY's written consent constitutes a breach. In such cases, the CARRIER is obliged to pay the BENEFICIARY a penalty of €10,000 (penalty clause).

b) This penalty compensates for damages caused to the BENEFICIARY due to the CARRIER's breach of obligations under this clause.

9.2.3. The CARRIER is prohibited from engaging in any defamation against the BENEFICIARY (or its representatives) or its services through electronic communication channels, social networks, or platforms.

9.2.4. a) Any defamation by the CARRIER via electronic or social media constitutes a breach of obligations, entitling the BENEFICIARY to a penalty of €10,000 (penalty clause).

b) This penalty compensates for damages caused to the BENEFICIARY due to the CARRIER's breach of obligations under this clause.

9.3. INDEPENDENT CONTRACTORS

9.3.1. The contracting parties are independent contractors, not agents or representatives of one another, and do not form any association, partnership, or joint venture. The CARRIER is never considered an employee or agent of the BENEFICIARY.

a) The BENEFICIARY will not appear on the vehicle's travel document

9.3.2. The CARRIER is solely responsible for its management, including the selection of drivers, service providers, or subcontractors.

9.3.3. Any driver contracted by the CARRIER will act solely on behalf of the CARRIER and follow its instructions, never being considered an employee of the BENEFICIARY.

9.3.4. The CARRIER will inform its drivers of the contractual terms and obligations outlined in the TRANSPORT ORDER-CONTRACT and ensure compliance. The CARRIER will maintain uninterrupted real-time communication with its drivers to convey timely information and directives for smooth transport operations.

9.3.5. The CARRIER is solely responsible for all social insurance contributions related to its drivers and will indemnify the BENEFICIARY against any claims regarding such contributions or other liabilities.

ARTICLE 10. DISPUTES

10.1. The validity of this TRANSPORT ORDER-CONTRACT and any issues or disputes arising from its execution, termination, or interpretation are governed by the applicable laws of Romania.

10.2. The parties agree to attempt amicable resolution of any disputes before seeking legal action.

10.3. Should amicable resolution fail, disputes will be resolved by the competent judicial court. For contracts involving S.C. EURO TEAM GB SPEDITION S.R.L., the competent court is within Alba County.

10.4. All matters regarding the validity, interpretation, and execution of this contract are subject to Romanian law.

10.5. Amicable resolution is prioritized before judicial intervention.

10.6. For TRANSPORT CONTRACT-ORDERS involving S.C. EURO TEAM GB SPEDITION S.R.L., the parties agree that the competent court is Sebeș District Court or Alba County Tribunal.