

Terms and conditions on which the carrier agree to fulfil the transport :

The transport order is considered accepted with all its terms by the carrier upon sending it to his e-mail address in the absence of objection after receiving it and in the absence of a return message for not delivered mail.

If this order is not rejected within 1 hour after receipt than it is considered as accepted & confirmed and any service failure from your side will be subject to penalty in order to compensate the caused damages according to the provisions of the transport order and the relevant legislation with a minimum of EUR 250 for each booked vehicle. We remind you that your material responsibility is not limited according to the CMR Convention in case of willful misconduct, fraud or failure to supply vehicle for loading.

Prohibition of subcontracting:

The carrier is not allowed to subcontract on his turn the execution of this order and/or to offer the load in online freight exchange platforms without the consent of Cargo Partner Ltd. Any action of this kind may result in order termination and penalty of EUR 250 per booked vehicle.

Co-loading:

If the shipment has been identified as "FTL" (full truck load) co-loading is strictly prohibited.

Customer protection:

The order is confidential and the carrier has no right to reveal it to third parties.

Each contact with the consignee, except for the purposes for the timely performance of the transport contract, shall be forbidden unless the written consent of cargo-partner eood is obtained.

CMR insurance:

Please, arrange that transport license and insurance policy to be sent us after receiving of this transport order!

The carrier should possess all required documents and permits to carry out the respective kind of transport services and to have a valid CMR insurance to the amount of minimum euro 200,000 for the given vehicle.

By execution of the transport you confirm to have contracted a CMR insurance corresponding to Western-European Standards and covering the entire truckload. This has to be proved on enquiry.

For the execution of this transport order you may use only trucks whose license numbers are mentioned in the insurance confirmation submitted to us. Failing this we reserve the right to refuse loading and claim damages resulting for your omission.

Safety regulations:

The vehicle used for this order may not be operated unless being compliant with all legal requirements for road safety and load securing. Legal regulations about drivers working hours and mandatory rest periods have to be observed. Mandatory rest periods and other stops have to be spent on sufficiently supervised parking lots according to IRU-recommendation (www.iru.org) only.

The carrier is obligated to

- select driver and vehicle with the care of a prudent businessman
- continuously check the technical condition of the vehicle and immediately repair detected defects
- assess whether (a) the respective driver possesses a driving license valid in each transited country and is in sound physical and mental condition and (b) the vehicle including its accessories is roadworthy, complies with statutory requirements and suitable for the carriage of the cargo
- ensure that truck and payload are adequately guarded, particularly during rest or waiting periods en route. If the driver is forced to leave the vehicle, the vehicle must be locked and equipped with an activated anti-theft system. Vehicle keys and documents as well as freight documents must not remain in the vehicle. In no case the vehicle must be left for more than 2 hours.
- to verifiably instruct the driver about the present requirements
- to report any occurrence which could result in claims to the principal immediately.

The carrier and the driver have to organize and observe the written instructions required for transporting dangerous goods

When entering the shipper's or consignee's premises, the driver has to gather information on applicable on-site safety regulations and strictly adhere to the same.

The truck has to be equipped with: intact tarpaulin and solid floor, at least 15 belts, anti-slip mats, backing edges, helmet, protection shoes and other essential equipment for safety of the load, the driver and third parties.

Free time for loading / unloading without compensation for delay: 24 hours, excluding weekends and eventual customs formalities. Claims for demurrage shall be made in writing, within 24 hours of the release of the vehicle, for the amount of actual damages caused, but not exceeding EUR 10 per hour and EUR 100 per day. Demurrage claims that are not accompanied by an original CMR waybill certified by the recipient with the name, signature and marks about the time of arrival and release of the vehicle will be disregarded.

Transshipment of the goods without the prior written permission by cargo-partner is prohibited, especially in warehouses without third party liability insurance coverage.

Any violation of this condition will trigger penalty of 250 per shipment per customer, which penalty will not waive the carriers responsibility in case of damages or shortages. The carrier is responsible for any shortage, damage and delay of the consignment from the moment of its acceptance for transportation to its delivery. The carrier should inform the forwarder immediately upon delay of delivery.

The carrier shall be obliged to deliver the cargo to the address mentioned in our order. Unloading at an address different from the one in our order is admissible only after our explicit agreement.

In case of untimely appearance at the point of loading or non-observance the delivery deadline as pointed out in this order-contract, the carrier shall owe a penalty of EUR 200 (two hundred) for each period of 24 hours, which has started.

Reporting requirements:

The contractor has to immediately inform the principal's person in charge about:

- any irregularities and discrepancies to the usual transport procedure
- the failure of meeting delivery times
- discrepancies between the specifications in the waybill and the transport order.

During the loading the driver is obliged to monitor the condition of packaging, the number and type of packages that are loaded in the vehicle. If the control is not possible, or upon establishing damages, shortages, or discrepancies between the ordered, the declared in the CMR Waybill and the actually loaded cargo the driver is obliged to:

- To inform us immediately
- To remain at the loading address until our confirmation
- To enter remarks in field 18 of the CMR Waybill

Damages or additional costs incurred from lack of control, or from discrepancy between the ordered, declared and the quantity actually transported, kind or condition of the packaging /goods will be on account of the carrier

Payment:

Payment will only be effected against delivery of the following documents in original:

- Minimum 2 Original CMR waybills confirmed by the consignee (signature, date and company's stamp)
- In case of transports under a customs procedure: customs documents (T-1, EX-1 etc.) confirmed by the respective customs office of destination or customs office of exit.

The freight invoice has to contain our reference (file) number. If these requirements are not fulfilled, the original invoice will be returned without being booked.

Our bank transfer will be affected to the bank account notified by the carrier in his first invoice. A change of the bank account can only be considered after an explicit, written agreement. Information on the invoice about a changed bank account or an assignment/cession is not sufficient.

Payment terms:

- 14 days payment – against 5 % sconto
- 21 days payment – against 3 % sconto
- (enter your country specific payment terms) days payment – without sconto

Provided that the original invoice and 2 signed and stamped CMR waybills or delivery notes (POD) and thermo script (for loads under temperature control) are presented in 14 days after the delivery, the payment will be made in Bulgarian lev equivalent according to the fixed exchange rate of the Bulgarian National Bank not later than 30 days after the receipt date.

If the original invoice and POD is delayed more than 15 days after delivery, the payment will be made in 60 days period.

We provide you an opportunity for discount payment (up to 4 business days after receiving of original invoice and certified original CMR against 4% of the freight value and up to 20 days against 2%, but not less than BGN 30).

Discount payment will be made after providing clean CMR bill (without reservations) and original invoice.

Mandatory minimum wage requirements:

By the acceptance of this order you are obliged to compensate your staff in accordance with the mandatory minimum wage requirements as provided by the applicable minimum wage legislation (e.g. German MiLoG). You are obliged to indemnify cargo-partner from and against any potential liability according to the MiLoG to entitled employees. The indemnity obligation is also effective with respect to employees of subcontractors deployed by you and temporary employment agencies deployed by your subcontractors. In the event of an infringement of the aforementioned obligations by you, cargo-partner shall be entitled to terminate the respective order without notice. In addition cargo-partner has the right of retention against your due payments. Moreover you owe cargo-partner a contractual penalty amounting to € 7.500,- per violation.

Miscellaneous:

Freight charges include all transit expenses and additional charges (all in).

By accepting our order, you confirm to adhere to all applicable laws in each country of the respective route and hold us harmless in this regard. Especially you confirm to observe legal minimum wages and reporting obligations for the respective operating area.

By taking over this transport order you herewith accept to provide the collected and delivered status as well as the Photo POD in real time via the link submitted together with this transport order.

Should this for any reason not be possible at the time of executing the transport, the information has to be provided in retrospect no later than:

Status updates

- 72 hrs from contracted pick up / delivery date for Economy orders
- 48 hrs from contracted pick up / delivery date for Priority orders
- Immediately for Emergency orders via phone / email confirmation.

Photo of POD

- 72 hrs from contracted delivery date for Economy orders
- 48 hrs from contracted delivery date for Priority orders
- Immediately for Emergency orders after delivery

Should the above not be executed, we reserve the right to deduct € 15.00 from the agreed freight bill.

Cargo-partner eood works exclusively according to the Standard Conditions of BAFF