

## GENERAL TERMS & CONDITIONS

### MAINFREIGHT S.R.L.

#### **Article 1 – Acceptance:**

These General Terms and Conditions apply to all activities of MAINFREIGHT S.R.L. and are sent along with all quotes. Copies (or additional copies) of these general terms and conditions will be provided at no charge upon first request. By issuing an assignment to MAINFREIGHT S.R.L., the client consents to the applicability of these terms and conditions.

#### **Article 2 – Liability for costs:**

The client remains at all times jointly and severally liable for the payment of the invoices of MAINFREIGHT S.R.L. If, at the client's request, the cost must be charged to the party with the payment obligation for those charges pursuant to the terms and conditions of delivery, the client bears the costs and risk of doing so in observance of the preceding sentence.

#### **Article 3 – Payment conditions, other conditions:**

All Mainfreight commercial offers are based on exchange rates, taxes, fuel prices.

- 3.1 The information related to the orders sent to Mainfreight must be complete and contain all the details related to the delivery under the agreed conditions; if the information provided is incorrect or complete, the customer is responsible for any difference in cost that may occur;
- 3.2 Unless otherwise agreed in writing, if a shipment of goods cannot be delivered on the first delivery attempt, the second delivery attempt will also be charged.
- 3.3 Mainfreight will make available to the Beneficiary the transport documents on the Mainchain online platform, within 5 working days from delivery (for national routes) and within 15 calendar days for international routes; if the client is requiring the paper document to be sent a fee of 1Eur per shipment will be applied;
- 3.4 Mainfreight will assume responsibility and will indemnify the Beneficiary for costs and losses (including theft) or damage to the goods that occur during transport according to the CMR insurance. In case of damages caused during the domestic transport of goods on the Romanian territory, Mainfreight SRL cannot be held liable for a value higher than USD 2.5 per gross kilogram. In case of damages caused during the international transport of goods, Mainfreight SRL cannot be held liable for a value higher than 8.33 SDR - Special Drawing Rights - per gross kilogram.
- 3.5 Visible damage to a load due to transport must be reported to Mainfreight S.R.L. in writing within 24 hours of receipt, otherwise all rights of claim and / or rights to compensation expire, without prejudice to other limitations of liability.
- 3.6 If no written complaint is received within 8 days of the invoice date, it is considered that you accept delivery;
- 3.7 Tariffs shall be reviewed periodically, on a monthly basis, in accordance with fluctuations in the EU reference diesel price communicated by the European Statistical Institute: <https://ec.europa.eu/energy/en/data-analysis/weekly-oil-bulletin-onwards> "; table "Prices with taxes, EU"; column D, diesel price for 1000 L. The reference index for the current tariffs is the one valid on the date from which the offer was made. Tariffs will be revised in the event of fluctuations of more than +/- 5% of the diesel price compared to the reference value, the percentage of fuel in the total tariff being 40%.

3.8 With regard to transport, the customer remains responsible for all taxes imposed by the state, which must be borne in the country of import.

3.9 Mainfreight S.R.L. reserves the right to adjust prices in the event of an increase in cost.

3.10 Invoices from Mainfreight S.R.L. must be paid within 14 days, unless otherwise agreed in writing. If the payment deadline is exceeded, Mainfreight S.R.L. has the right to charge penalties of 0.2% applied to the total invoiced amount.

3.11 If the due date is exceeded and Mainfreight S.R.L. takes measures to collect his request for payment, all legal and extra-judicial expenses involved in receiving his request for payment will be borne by the client.

3.12 If the shipping cost payer does not have a tax code, Mainfreight S.R.L. has the right to request payment immediately after the order is issued.

3.13 The Parties agree to review annually the economic indicators that may influence the change in tariffs. The specified rates will change based on the CPI submitted by INSSE to which the full percentage will apply. Also, in the event of legislative changes involving an increase in transportation costs (e.g. the minimum wage in the economy), tariffs will be renegotiated.

3.14 As an organization, we value the safety and protection of our employees, customers and information. To keep risks manageable, a Safe & Secure allowance of € 1 per shipment is charged for each shipment. Any change in the current Road toll will be reflected in the tariffs.

3.15 The client is responsible for UIT generation and for sending Mainfreight the information about UIT; Mainfreight can change transport data if need in our network; Mainfreight is can't be held responsible for any situation.

#### Article 4 – Rate calculation method:

The rates are based on a kg-sliding scale per shipment, and are calculated in Euro (€) and payable in RON against the exchange rate of the National Bank of Romania of that day. Exception: if a m3 rate applies, the rate is calculated to one decimal place

#### Paying weight:

The paying weight determines the weight sliding scale applicable to the quote. The paying weight can be determined by taking the higher of:

- the actual gross weight
- the volume weight, which can be determined on the basis of the following premises

EU countries except Scandinavia		
1m <sup>3</sup> 1 loading meter	= 330 kg = 1750 kg	(Individual package) (Pallets)
* Scandinavia (Norway, Sweden, Denmark and Finland)		
1m <sup>3</sup> 1 loading meter	= 333 kg = 1850 kg	(Individual package) (Pallets)
** C.I.S. (Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Ukraine, Uzbekistan, Russia, Iraq, Iran, Tajikistan, Turkmenistan and Belarus)		
1m <sup>3</sup> 1 loading meter	= 300 kg = 1500 kg	(Individual package) (Pallets)
Boxes (package)		
1-5 packages	Max. weight 25 kg per package Max. 5 packages separately	Calculation based on cubage: length x width x height x 330 kg (or 333 kg* or 300 kg**)
>5 packages	Provide on pallet	Calculation: see under Pallets
Package >25 kg	Provide on pallet	Calculation: see under Pallets
Pallets		
Pallets	Max. weight 1,000 kg (with exception of IBC) Max height of 2.20 m (with exception for Spain and Cyprus 2.00 m)	Calculation based on loading meters: (length x width) / 2.4 x 1,750 kg (or 1850 kg* or 1500 kg**)
Bundles/Crates		
Bundles ≤ 2.40 m	Max. weight 25 kg	Calculation: see under Boxes
Bundles ≤ 2.40 m	Weight > 25 kg	Calculation: see under Pallets
Bundles > 2.40 m		Calculation: see above + length surcharge (see below) Different departure days and transit times may apply.

<b>Surcharges</b>	
Length surcharge (if length > 2.4 meter)	
o Romania	
> 2,40 meter ≤ 4,00 meter	50% on the national freight rate
> 4,00 meter ≤ 6,00 meter	100% on the national freight rate
> 6 meter	On request (minimun € 150,- per shipment)
> 6 meter	
o Europe (without France and Romania)	
> 2,40 meter ≤ 4,00 meter	€ 90,- per shipment
> 4,00 meter	On request (minimun € 150,- per shipment)
> 6 meter	On request (minimun € 150,- per shipment)
o France	
> 2,40 meter	On request
Loading/unloading before 8 am *	On request
Loading/unloading before 10 am *	€ 25,- * per time slot
Loading/unloading before 12 pm *	€ 15,- * per time slot
Loading/unloading within a time window (during business hours 8:00 till 17:00 hrs)	
o 1 hour time window	€ 40,- * per time window
o Fixed time Delivery	€ 80,- per delivery
o 2 hour time window	€ 25,- per time window
o 3 hour time window	€ 25,- per time window
o 4 hour time window	€ 15,- per time window
Loading/unloading outside business hours (8:00 till 17:00 hrs)	on request
Loading/unloading on a fixed time	
Stacking goods on pallets	
Waiting costs (longer than the waiting periods allowed, see table below)	
Register and pick up at the same day	on request
(Re)labelling	on request
ADR-goods	15%, min € 27,50, max € 275
Documentation/clearance/export declaration costs	€ 25,- per customs operation

### \*Definition of stackable

A pallet is stackable if one pallet can and may be placed on top of the same type of pallet without this posing an increased risk of damage during transport and transfer. This does not apply to shipments within Romania.

### Article 5 – Packing and marking:

The goods shipped must be properly packaged and labeled with clear information on each packing unit, mentioning the product, the full address of the consignee and the consignor, with symbols indicating the methods of handling, etc. Any information on the packaging material that is out of date must be removed or deleted. The customer will compensate for all possible damages and secondary loss resulting from improper packaging.

The individual packaging units can be max. 30 kg each. up to 5 separate boxes can be presented for shipment; freight from 6 boxes upwards must be provided on pallets. Any parcel list used must be applied to the transport of goods. Individual packaging units over 30 kg in weight must be supplied on pallets, regardless of quantity.

### Article 6 – Carriage of Dangerous Goods by Road<sup>1</sup> - ADR goods (excepting classes 1, 6.2, 5.2, 7, and goods both falling under chapter 1.10, ADR, and appearing on table 1.10.5, ADR):

Any hazardous materials shipped must be in compliance with all legal requirements on such materials. The client is responsible for correct labeling, approved packaging, the transport document and sender's declaration. The goods must be properly packaged and secured on pallets. ADR goods must always be provided on pallets. If the consignment involves a hazardous material, the client must notify MAINFREIGHT S.R.L. of the UN number and the name of the hazardous material in question.

The costs are as follows:

- ADR surcharge, all destination: 15% over agreed rate for entire shipment, with a minimum of € 27.50 and maximum of € 275.00 per shipment.

If no separate arrangements are made, the ADR surcharge is automatically billed at the moment that a consignment is classified for the ADR. No surcharge is billed for goods presented for shipment that fall under the "Limited Quantities" rule.

For consignments that may qualify as exceptions, contact your MAINFREIGHT S.R.L. booking office for options and rates.

#### **Article 7 – HACCP (Hazard Analysis and Critical Control Points) and conditioned transport:**

If the goods offered in shipments differ from packaged, non-conditioned commercial goods, prior arrangement with Mainfreight Romania SRL is required. Due to legal regulations regarding co-loading with hazardous substances, the client must explicitly state in the booking that the goods are food-related (HACCP). Transport of excisable goods and veterinary (of animal origin) / phytosanitary (of plant origin) products is only possible if coordinated in advance. Rates for this are available upon request. If the goods are not correctly described, Mainfreight may apply an incorrect goods description fee of at least €25 per shipment.

#### **Article 8 – Registration procedure:**

Consignments must be registered no later than 4pm on the day prior to collection.

Error freight/cancellations: in the event of cancellation on the day of pickup, MAINFREIGHT S.R.L. is authorized to charge 70% of the agreed shipping rate

#### **Article 9 – Loading and unloading times:**

Time and penalties for waiting hours:

- Free time for distribution orders – 15 Min
- Free time for Full Truck - 2 H
- Free time for international deliveries – 15 Min

The additional cost after free hours is 25 Euro/ H, with a maximum of:

- 8 H/ day for domestic shipments
- 14 H/ day for international shipments

#### **Article 10 – Euro pallets/gitter boxes (cargo carriers):**

MAINFREIGHT S.R.L. does not exchange euro pallets and gitter boxes.

#### **Article 11 – Customs legislation for export outside the EU, direct representation:**

The client is the "Importer" / "Exporter" of the goods.

Mainfreight S.R.L. can make declarations on behalf of the client (importer/exporter) only in a direct representation, for import, export or re-export.

The client (importer/exporter) bears administrative responsibility for the declarations and documents relating to the goods subject to the requested customs operations.

The following conditions apply:

- The client (importer/exporter) must provide a written power of attorney to Mainfreight
- Mainfreight S.R.L. remains liable, from the point of view of criminal law, for the correctness of its own actions as a direct representative

- Mainfreight S.R.L. cannot submit import, export and re-export declarations in its own name and on its own behalf
- The client indemnifies Mainfreight S.R.L. for all damages and expenses, regardless of their nature, resulting from the inaccuracy of the information provided by the client, as well as for all taxes and other customs or other duties, regardless of the reason.

#### **Article 12 – General:**

Unless otherwise agreed in writing between the customer and the contractor, the following conditions apply to all of our transactions and activities:

- For national road transport, the General Transport Conditions, as well as the rules and regulations in force in Romania and the Romanian legislation.
- For international road transport, the Convention on the Contract for the International Carriage of Goods by Road (WRC), as well as the General Conditions of Carriage referred to in point 1.
- For storage, entry, exit, management s.a.m.d. of goods, the rules and regulations in force in Romania and the Romanian legislation.
- For shipping activities, the rules and regulations in force in Romania and the Romanian legislation.

The following applies to electronic message exchange:

- If the information, including that relating to the consignment note, is transmitted by electronic means, the parties will not contest the admissibility of the electronic messages as evidence in the event of a dispute.
- Electronic messages will have the same probative value as written documents, unless these messages have not been sent, stored and recorded in compliance with the format, security level and referral method agreed between the parties.
- In the event that one or more provisions of these conditions differ from the conditions referred to above, these conditions will prevail, except for the mandatory legal provisions.
- In the event of any doubt as to the quality in which Mainfreight S.R.L. acts or on the conditions that apply, will decide Mainfreight S.R.L.

A copy of the conditions listed above will be provided at no cost upon request, and can also be downloaded from [www.mainfreight.ro](http://www.mainfreight.ro) .

MAINFREIGHT S.R.L. explicitly rejects the applicability of any general terms and conditions referred to by the other party. Excepting where otherwise agreed, the most recent version of the conditions referred to above applies. If Romanian text of any of the conditions referred to above deviates from a translation thereof in another language, only the Romanian text shall apply.

In an international transaction, buyer and seller usually agree on an ICC Incoterms® 2010 or 2020 rule. This determines the rights and obligations of both parties with regard to transport, insurance, permits and customs formalities.

Shipments with the following incoterms can be handled by Mainfreight:

- DAP (Delivered at Place) plus reference of the agreed place of unloading (=delivery address)
- DDP (Delivered Duty Paid) plus reference of the agreed place of unloading (=delivery address)
- FCA (Free Carrier) plus reference of the agreed place of loading (= loading address)
- EXW (Ex Works) plus reference of the agreed place of loading (= loading address)
- CPT (Carried Paid to) plus reference of the agreed place of unloading (=delivery address)

- CIP (Carriage and Insurance Paid to) plus reference of the agreed place of unloading (=delivery address)
- DAT (Delivered at Terminal) plus reference of the agreed customs terminal (=delivery address)

We advise you to advise your customers to use these Incoterms. Mainfreight charges the principal the freight costs (regardless of the incoterm) from loading to unloading address.

#### **Article 13 – Transporters' liability (national/international):**

Whenever Mainfreight S.R.L. performs international or national transports, the CMR Convention applies or, as a supplement to it, the General Conditions of Carriage. They provide for a limitation of liability, which may limit the liability of carriers to less than the total amount of the value of the cargo. In order to fully cover the actual value of the goods during transport, the customer is strongly advised to insure the goods against the risks of transport. If desired, the Mainfreight group can take care of the additional insurance, at very competitive prices. For options and rates, contact the Insurance division of the Mainfreight group..

#### **Article 14 – Reporting obligation for valuable consignments:**

The customer guarantees that the value of the cargo to be transported does not exceed 50,000 Euros. Mainfreight S.R.L. accept the order explicitly with this condition. If the value of the cargo to be transported is at least 50,000 Euros, Mainfreight S.R.L. must be notified in writing of the value before shipment. At the express request of the client, Mainfreight S.R.L. will try to take out additional transport insurance, at the customer's expense. Without affecting the provisions of articles 18 and 19, if the client does not fulfill this reporting obligation, then all liability of Mainfreight SRL is excluded, according to the Romanian Civil Code..

#### **Article 15 – Legal relationship:**

All legal relationships with MAINFREIGHT S.R.L. are governed by Romanian Law.

#### **Article 16 – Dispute resolution**

If a dispute arises between the parties, they will try to resolve it amicably within 15 days. If the dispute cannot be settled amicably, it will be settled by the Ploiesti Court or by the Prahova Court of Romania.