

General Terms and Conditions of Schenker EOOD

1. Validity.

These General Terms and Conditions („GTC“) are valid between Schenker EOOD and any natural and legal person (Assignor) having assigned to Schenker EOOD the organization and/or performance of carriage of cargo and other transportation-related services.

The business conditions of the Assignor shall be valid only if expressly approved by Schenker EOOD in writing.

Any activities and services performed by Schenker, concluded transactions and contracts and documents signed thereby are subject to the applicable mandatory rules of law, the General Forwarding Terms and Conditions (GFTC) of NSBS (National Association of Bulgarian Forwarders) and these GTC in the listed order of sequence. By the act of express or implied assignment of a certain activity, service or transaction to Schenker EOOD, the Assignor unconditionally agrees to the conclusion of a forwarding contract to be incorporated as an integral part into the GFTC of NSBS and these GTC.

2. General scope of the services/range of applicability:

- a. Carriage of cargo with weight and dimensions as per item 3 in an appropriate packaging for transportation.
- b. Door-to-door service (ex-ramp/prepared for picking off site), as the delivery to the door doesn't include delivery to floors other than 0.
- c. Arrangement of carriage services and complementary activities in the own network of hubs and offices (DB SCHENKER closed-system).
- d. The following products differing by the term of delivery may be ordered.

a. Product	Delivery terms	Geographic area of applicability	Postal codes regions
DB SCHENKER <i>system premium</i>	Shortest guaranteed time limit- ¹⁾ with delivery on business days within usual working hours from 09.00 to 17.30 ⁴⁾	All European trade routes	Europe ³⁾
DB SCHENKER <i>system</i>	Fixed deadline without guarantee ¹⁾ : = term DB SCHENKER <i>system premium</i> + up to 2 days extension		Europe ³⁾

¹⁾²⁾³⁾ The current transport plans, as well as the geographic area of applicability with the possible postal code regions are defined in the current schedule of DB SCHENKER (www.dbschenker.com/de/scheduling).

³⁾ Deliveries to extremely hard to reach areas, such as islands or the like shall be made under special conditions

⁴⁾ Local time applies.



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Principal place of business
Sofia
Commercial Register of
Sofia City Court
Company Case
17548/1993
VAT ID : BG831618508

Bank Accounts:
KBC Bank Bulgaria EAD
BIC: RZBBGSGF
IBAN: BG17RZBB91551000843244 - BGN
IBAN: BG32RZBB91551000843265 - EUR
IBAN: BG91RZBB91551000843270 - USD
BNP Paribas (Bulgaria) AD
BIC: BNPABGSX
IBAN: BG02BNPA94401020620910 - BGN
IBAN: BG81BNPA94401420620910 - EUR
IBAN: BG46BNPA94401120620910 - USD

We work on the basis of the terms and conditions of the National Association of Bulgarian Forwarders – last edition.

3. Size and weight

For System parcels the following maximum limits of size and weight apply:

a. Transportable cargo:

- 1) Maximum weight and volume of cargo: 2.500 tariff kg, 10 m³.
- 2) Maximum dimensions of an individual parcel: length: 240 cm, width: 180 cm, height: 220 cm, 1.500 kg gross weight.
- 3) Per parcel if pick-up/delivery with a lifting platform is needed:
 - maximum 800 kg gross weight in the countries France, Italy, Spain, Portugal and Poland
 - maximum 1000 kg gross weight in all other European countries

b. Large length cargo:

Parcels with length or width over 240 cm and the maximum details specified below are considered large length parcels. They may be transported after separate contracting with the office of DB SCHENKER before assignment of the order and against extra payment within DB SCHENKER **system** network.

- 1) Large length cargo of type 1:
maximum length: 300 cm, width: 120 cm, height: 220 cm, maximum weight - 1500 kg gross per parcel
- 2) Large length cargo of type 2 per parcel:
maximum length: 600 cm, width: 40 cm, height: 40 cm, maximum weight - 30 kg gross, 10 separate packages/shipment.

4. Exceptions:

- a. Furniture at moving in/out, personal luggage;
- b. Cargo requiring carriage under specific temperature conditions;
- c. Live animals, unpacked plants, perishable goods;
- d. Objects, weapons and ammunition subject to control pursuant to the Military Goods Control Act;
- e. Cargo that should be unloaded laterally or using a crane;
- f. Individual parcels over 30 kg not subject to transportation by floor transport equipment;
- g. Cargo requiring neutralization of documents concerning change of ownership;
- h. Certain areas of exception (schedule of DB SCHENKER на www.dbschenker.com/de);
- i. Port cargo;
- j. Dangerous goods pursuant to ADR classification / European Agreement concerning the International Carriage of Dangerous Goods by Road / or IMCO (see also item 10), especially for classes with carriage restrictions within the system of DB Schenker/class 1 and 7/;
- k. Parcels paid on delivery;
- l. Waste and other goods subject to special control;
- m. Tobacco, manufactured tobacco and excise goods;

Where the cargo content falls under any of the prohibitions under item 4, Schenker EOOD may not be held liable.

5. Prices and tariffs:

- a. The respective current arrangement with the competent branch of Schenker EOOD for product varieties of DB SCHENKER~~system~~ and DB SCHENKER~~system premium~~ shall apply.
- b. Unless agreed otherwise, the common tariff relates to carriage from the door of the consignor free to the door of consignee, excluding deliveries to a floor other than 0.
- c. Calculation of tariff weight /actual or by volume, whichever is larger/: 1 m³ = 200 kg, 1 load meter = 1500 kg. Prices are free of customs duty fees, duties, import VAT and other public state receivables, as well as any extra fees referred to in the GTC.
- d. The amount of the insurance premium is determined according to tariffs under the subscription policy of Schenker EOOD. Any premium for second hand cargo, works of art, personal effects, antiques, precious metals, jewellery and other specific cargo is agreed upon additionally.

6. Setoff and lien of payments

The Assignor shall have no right to setoff and/or lien of a payment if its claims are not legally established, are not recognized or are questionable.

7. Obligations of the parties

a. Assignment of the order:

The assignment of the order shall be made in writing and/or by an electronic request and should be received before the handover of the cargo to Schenker EOOD but at latest on the day before handing over the cargo, unless agreed otherwise.

The request should contain all terms and conditions necessary for performing the carriage, including the selection of the desired product:

- 1) Name and address of the consignor and the consignee, street, number of the building, country of destination (code under ISO), postal code, city/town – postal box addresses are not allowed.
- 2) Pick-up and delivery address (if the consignor and consignee are not the same person).
- 3) Number and type of parcels, content, weight, dimensions and volume data, marking and designations.
- 4) Nature of the goods.
- 5) Full details for dangerous goods under ADR (see also item 10. e).
- 6) Details for customs clearance and enclosed customs documents.
- 7) Terms of delivery (Incoterms).
- 8) Clear designation of the desired product and any possible product options and complementary services.
- 9) In case of advance notification of delivery and negotiable times of delivery: contact details of the consignee (name, phone and email).
- 10) Readiness for taking out Cargo insurance under the GTC of UNIQA AD and the invoiced value of the carried cargo.

b. Acceptance of the cargo for carriage:

- 1) Upon delivery to Schenker EOOD all individual consignments shall be designated by a label of the consignor or of Schenker EOOD printed by the eSchenker system, as a minimum the label should contain the consignor, consignee and parcel No. of the total count.
- 2) A document for delivery of the goods shall be handed to the driver of the vehicle, detailed by the consignor with name, date and time - enclosed in case of picking up of the cargo by the consignor.
- 3) Acceptance shall take place either by picking up of the cargo at the consignor's location by Schenker EOOD or the shipment is delivered and handed over by the consignor or a duly authorized person at the office of Schenker EOOD. The acceptance of the cargo at the office of Schenker EOOD shall take place on business days from Monday to Friday from 09.00 to 17:30, extended acceptance times are allowed only by prior arrangement.
- 4) If the picking up of the shipment should be made by Schenker EOOD at the location of the consignor, the pick-up times shall be agreed upon separately with the nearest office of Schenker EOOD. Upon the arrival of the vehicle at the location of the consignor the cargo should be ready for pick-up. The maximum waiting time of the vehicle at a loading address is 30 minutes. Extended handover terms shall be preliminary agreed upon. If there are not any, please note that any stay exceeding 30 min is subject to sanctions.

c. Handover: Delivery to the consignee

Goods shall be delivered to the consignee on business days (from Monday to Friday) without prior notice of delivery, within normal working hours from 09.00 to 17.30.

On special occasions subject to express prior arrangement that the consignee shall take the shipment personally from the office of Schenker EOOD, this shall be possible on business days (from Monday to Friday) from 9 to 17:30.

d. Incoterms/terms of delivery:

The Assignor shall cover any expenses regardless of the agreed terms of delivery.

8. Time limits:

- a. The time limits of the product varieties of DB SCHENKER*system premium* shall be determined based on the transport plan of Schenker EOOD (www.dbschenker.com/de/scheduling).
- b. Depending on the distance and the contact with the terminal, the usual term for DB SCHENKER*system* is 1 - 2 days in addition to the deadline for DB SCHENKER*system premium*.
- c. The geographic area of applicability of individual products shall be set out in the transport plan of Schenker EOOD.
- d. On public holidays which are not common for the countries, the rule on public holidays for the offices of Schenker EOOD involved in the carriage shall apply, whereas the terms specified in the transport plan of Schenker EOOD shall be extended to include those public holidays.
- e. For the product varieties of DB SCHENKER*system premium* the delivery terms are guaranteed according to the transport plan of Schenker EOOD (see item 2.a), if all items listed above are complied with.

- f. For goods subject to customs treatment, there are special conditions applicable to the fulfilment of the delivery terms and these have to be agreed upon in advance with your contact person of Schenker EOOD (see item 9 for details).

9. Customs goods/customs duty:

- a. The documents needed for customs clearance are provided electronically, at latest upon placing the order to the respective office of origin of DB SCHENKER**system** and handed over in original at latest upon delivery of the goods for export or upon arrival of the goods for imports. These are e.g. customs clearance documents concerning the value, origin of the goods or transport documents pursuant to the effective intergovernmental agreements.

- b. If the delivery of a parcel according to the transport plan of Schenker EOOD is impossible to carry out due to:

- 1) customs clearance activities by DB Schenker or another customs agent designated by the assignor
- 2) operations of the customs authorities for inspection, clearance and visual inspection, the delivery shall take place after final customs clearance with the next possible departure according to the transport plan of Schenker EOOD,

in these cases, for all varieties of DB SCHENKER**system premium** an extension of the deadline shall apply until the next possible lead time according to the transport plan of Schenker EOOD.

10. Options that can be additionally booked:

With DB SCHENKER**system** product the following services can be booked additionally against extra payment. Unless provided for otherwise, these options cannot be combined together with the variants of the DB SCHENKER**system premium product**:

- a. **Fixed delivery date** (*Fix-Day*):

Covers the delivery on a specific date which varies within an interval of +1 to +3 business days as at the delivery date under DB SCHENKER**system premium** (see service volume under item 1). An order with a fixed lead time at a later time than the specified above has to be agreed upon with the executing office of Schenker EOOD before assignment of the order, and the cost of interim storage and travel is provided for to be charged to the account of the assignor.

- b. **Delivery term to be agreed upon with the consignee** (*Fix-Day-to-be-agreed*):

Covers the coordination and agreeing on a fixed delivery date where such delivery date may be within an interval of +1 to +3 business days vs. the possible delivery date. If the consignee insists on a fixed date outside that time interval, the assignor shall be charged with the cost of interim storage and delivery.

- c. **Preliminary notice of delivery** (*pre-notice*):

Covers notification of the consignee of the forthcoming delivery, at latest on the day of delivery. Notification may be made by the phone, by e-mail or text message, at latest on the planned delivery date. Pre-notice of delivery does not include any coordination with the consignee related to specific lead times (see item b).

- d. **Cash-on-delivery**

Includes the collection of cash, acceptance of payment cheques issued by the assignor or payment by credit card. Depending on the country, only certain maximum amounts of cash on delivery may be acceptable or only certain options of cash on delivery may

be offered (payment by credit card and acceptance of cheques are not possible everywhere. Some countries generally do not offer any possibility for collection of cash on delivery. You can get information about which cash-on-delivery options are possible for which countries at the service office of DB Schenker accepting the order.

The amount of the cash on delivery shall be paid exclusively in the currency of the country of destination. The entered amount of the cash-on-delivery does not constitute a declared value and does not change the limited liability for loss or damage of the consignment. The liability of Schenker EOOD for currency risks is excluded. Schenker EOOD shall not be liable for any improper or fraudulent acts of the consignee. That exclusion of liability also extends to submission of means of payment which are false or uncovered and are issued by the consignee incorrectly or without authority.

The consignor shall be obliged to comply with the obligations related to the applicable laws concerning the fight against money laundering.

e. Carriage of dangerous goods :

Covers the carriage of dangerous goods subject to the special criteria of the guidelines of ADR and RID (International Agreement on Carriage of Dangerous Goods by Rail). Carriage of dangerous goods is limited to the following products, product options and trade routes:

- **DB SCHENKERsystem:** nationally in Bulgaria + internationally in all European countries,
- **DB SCHENKERsystem premium:** nationally in Bulgaria + internationally only on request at the office of DB Schenker accepting the order.

Performance shall be without prejudice to any possible local or country-specific restrictions.

Carriage of dangerous goods does not apply for the following product varieties:

- **DB SCHENKERsystem premium** for all international transports,
- **DB SCHENKERsystem** in relation to the options *Fix Day* and *Fix Day to be agreed*.

11. Additional services, obstacles for pick-up and delivery, extraordinary expenses:

Any additional services outside the carriage, extraordinary expenses, including expenses arising out of obstacles against pick-up or delivery of the cargo shall be paid separately.

For example:

a. Repeated delivery:

If the consignee is not ready for acceptance within normal working hours by the latest agreed delivery time (such prerequisites being described in item 7. c.), such need of repeated delivery shall incur an extra payment.

b. Transport on public holidays:

In order to keep up to our regular terms also during public holidays and peak times, we reserve the right to a surcharge to the price of transport.

c. Delivery or pick-up of goods from fairs:

Fees are announced on request at your service office of DB Schenker.

d. Provision and dispatch of original documents:

The provision and dispatch of original documents (e.g. international bill of lading - CMR or a receipt for handover of delivery with confirmation of receipt) are ordered additionally and do not form a part of the order. The service has to be separately agreed upon before placement of the order with the office of DB Schenker accepting the order.

In all cases it can be performed after checking the possibility for performance against charge of an extra payment.

e. Replacement of the means of storage and transport:

DB SCHENKER has not made any commitment for replacement of the means of storage and transport. Such replacement is possibly agreed upon with the DB SCHENKER branch executing the order before placement of the order and is subject to charging of an extra replacement fee. The parties with which a replacement of pallets may be made are designated by the DB SCHENKER branch executing the order and this shall be possible exclusively for standard Euro pallets or Euro lattice boxes.

12. Extra fees:

- a. **Manual Booking Fee** – in case that the assignor's order is not placed via the online eSchenker platform, a fee of BGN 10, exclusive of VAT is charged.
- b. **Security Surcharge Fee/security fee/** – charged for each consignment at an amount of BGN 3.90 exclusive of VAT for international and BGN 1.90 exclusive of VAT for domestic shipments.
- c. **Dox Return /return of documents other than the transport one /** - if the assignor demands a return of documents, there is a surcharge of BGN 3, exclusive of VAT.
- d. **Manual Invoicing Fee** – in case a paper invoice is issued, a fee of BGN 3.50 excluding VAT is charged.

13. Amendments to these GTC

Amendments to these GTC shall be permissible if agreed upon in writing between the parties. In case of any contradiction between the GTC and any special conditions laid down in a contract, offer and/or order, those special conditions shall prevail.

14. Liability

The liability of Schenker EOOD shall be limited and is regulated by the General Forwarding Terms and Conditions of NSBS.

15. Claims

- a. Upon detection of any damaged, missing, lost, etc. goods or damaged outer packaging, the person entitled shall be obliged to inform the cargo insurer or its insurance agent.
- b. If the insurance is taken out through Schenker EOOD in its quality of an insurance agent, the person entitled shall be obliged to inform Schenker EOOD within the statutory term.
- c. Upon filing any claim against Schenker EOOD, the person entitled shall be obliged to provide all necessary documents for proving the claim in terms of grounds and amount. Schenker EOOD shall consider the submitted documents while reserving the right to demand additional documents.
- d. Schenker EOOD shall undertake to process the claim pursuant to the applicable legislation and effective valid insurance policies, for the purpose of adjudication on the amount of the due indemnity and the grounds for its payment based on the provided documents and after establishing all circumstances regarding the occurring event.

- e. The indemnity shall be due only if the assignor has paid all amounts due to Schenker EOOD without deferment, discount or setoff.
- f. With the payment of indemnity under p. 15. D. the parties shall consider their relations with respect to the claim under p. 15. d. finally cleared and settled and they shall have no other claims against each other.

16. Confidentiality

The Assignor shall undertake not to divulge to third parties for an unlimited term any received data and documents, tariffs, prices, conditions of operation, strategies, projects, decisions related to the business of a party, presentations, offers, images, representatives, suppliers and customers, subcontractors and information on employees, as well as any other information that could be used by competitors or could cause damage to Schenker EOOD and its customers if disclosed.

17. Personal data protection and compliance with effective legislation.

The parties shall carry out their operations in compliance with the effective legislation, including in the area of personal data protection, fight against corruption, protection of competition.

18. The Parties agree that export, import and re-export of goods and/or the provision of related services may be subject to trade laws and regulations validly enacted by a competent authority ("Trade Regulations"), which may inter alia include EU and U.S. export laws and regulations. Each Party warrants and represents that, in the fulfilment of its obligations under the Agreement it complies and will continue to comply with all Trade Regulations applicable to it, which may include, but not be limited to sanctions requirements, antiboycott restrictions and restricted party screening in export, customs, import and in-country activities.

18.1. Customer is responsible for determining whether Customer's goods are subject to such Trade Regulations and will obtain all necessary licenses, approvals, authorizations and/or exemptions thereto and will provide SCHENKER with all relevant information. SCHENKER may reasonably request for review of compliance with Trade Regulations prior to Schenker's performance of respective Services.

18.2. With respect to Services related to countries for which U.S. embargos have been imposed or are imposed in the future, Customer specifically confirms that (i) these shipments will not contain U.S. origin products or products with a U.S. content, except in accordance with an applicable authorization from competent U.S. government authorities and (ii) these shipments and/or other services related to such countries will have no U.S. connections, unless such shipments and/or services are authorized by competent U.S. government authorities.

18.3. Schenker reserves the right to suspend provision of Services without any liability in cases where any trade restrictions apply, are newly imposed/ re-imposed, or amended.

18.4. Customer acknowledges that Schenker is not obligated and will not provide services relating to goods for internal repression, ITAR goods and/or military goods and warrants to not hand over or have handed over such goods to Schenker for the provision of services.

19. BREXIT

19.1. SCHENKER is not responsible for effects of the withdrawal of the United Kingdom from the European Union ("Brexit") and thus are not liable for any damages caused by delays due to the consequences of Brexit. This shall include, but is not limited to, delays in customs clearance and/or during border processing.

19.2. Any additional costs due to the consequences of Brexit (e.g. storage costs, demurrage and detention, customs fees, port costs, costs of personnel) may be charged to you. Schenker will inform you once we have reliable information about additional costs.

19.3. Schenker shall be unilaterally entitled to terminate this contract with formal notice to you if the withdrawal of the United Kingdom from the European Union leads to a fundamental change of the contractual circumstances. Fundamental changes shall include, but are not limited to (i) the contractually obliged provision of services is rendered impossible or (ii) the continuation of the contract will place a substantial and significant financial burden.