

## Terms and conditions for use of DB SCHENKER *part load* (LTL) and DB SCHENKER *full load* (FTL)

DB SCHENKER *part load* and DB SCHENKER *full load* are products of DB Schenker/Schenker EOOD

These General Terms and Conditions (GTC) are valid between Schenker EOOD and any natural person and legal entity (Client) who has assigned to Schenker EOOD the organizing and/or performance of carriage of goods and other carriage related services.

The commercial conditions of the Client shall be valid only if Schenker EOOD has accepted these in writing. All activities and services carried out by Schenker EOOD, any concluded transactions and agreements and documents signed by the latter shall be regulated by the applicable imperative legal provisions, the General Terms and Conditions for Forwarding /GTCF/ of the Bulgarian Association for Freight Forwarding, Transport and Logistics (NSBS) and these GTC in the listed order of precedence. By the act of explicit or implied assignment of a particular activity, service or transaction to Schenker EOOD, the Client unconditionally accepts that it concludes a forwarding contract, which incorporates the GTCF of NSBS and these GTC as an integral part thereof.

### 1. General scope of the services/ domain of applicability and conditions:

- a. Carriage of goods with weight and dimensions as per i. c. in a package suitable for transportation;
- b. Transport from the address of loading to the address of unloading;
- c. The following products may be ordered which differ in terms of size, weight and other conditions:

Product	Characteristic features and conditions	Geographical area of applicability	Postal code regions
DB SCHENKER <i>part load</i>	Shipments having weight over 2.500 kg.	All European trade routes	Europe 1 <sup>1)</sup>
	Shipments having weight lower than or equaling 19.400 kg., freight meters lesser than or equal to 11 ldm., and cubic meters lesser than or equal to 55 m <sup>3</sup> .		
DB SCHENKER <i>full load</i>	Shipments having weight over 19.400 kg., freight meters exceeding 11 ldm., and cubic meters exceeding 55 m <sup>3</sup>		Europe 1 <sup>1)</sup>
	Upon a request with an express requirement by the Client for individual truck		
	Upon a request by the Client for transportation in specific trucks – specialized transport		
	Upon requirement by the Client not to load additional goods up to full load or not to tranship the goods		

1<sup>1)</sup> Deliveries to exceptionally hardly accessible areas such as islands or similar shall be carried out under special conditions.

- d. The standard service is performed by one driver;



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Headquarters:  
City of Sofia  
Trade Register at Sofia City  
Court  
Company case 17548/1993  
VAT ID No: BG831618508  
ID No.: BG831618508

Bank accounts:  
RAIFFEISEN BANK (BULGARIA) EAD  
BIC: RZBBBGSF  
IBAN: BG17RZBB91551000843244 - BGN  
IBAN: BG91RZBB91551000843270 – USD  
IBAN: BG32RZBB91551000843265 - EUR  
BNP (BULGARIA) AD  
BIC: BNPABGS  
IBAN: BG02BNPA94401020620910 - BGN  
IBAN: BG81BNPA94401420620910 – USD  
IBAN: BG46BNPA94401120620910 - EUR

We operated on the grounds of the General Terms and Conditions of the Bulgarian Association for Freight Forwarding, Transport and Logistics (NSBS) – last revision.

- e. Standard means for cargo securing – one securing element per each linear meter;
- f. The last decision upon transport planning is always a right of DB SCHENKER, as the defining of the options for the various products shall be of informative nature only intended solely for the customers of DB SCHENKER.
- g. The standard services for LTL and FTL do not guarantee the performance as per the requested dates and times. External factors and/ or the lack of freight capacity may entail the need to reschedule the transport performance for a date other than the one initially ordered by the client. Clients shall always be notified on time by the servicing office on any possible changes.
- h. Incomplete client order may lead to transport rejection or delays;

## 2. Exceptions.

### 2.1. Exceptions from the standard service and conditions:

- a. Request by the Client not to transship the goods;
- b. Request by the Client not to load any accompanying goods;
- c. In the event of valuable freight at a value equal to or exceeding EUR 100 000, a notification in writing is required at least 72 hours before the planned loading;
- d. Unpacked goods. Any requests for carriage of unpacked goods\* are possible by request to the local offices of DB SCHENKER, via special direct transport and with a sufficiently high coverage of the transport insurance \*;
- e. Any client requests for transit time (shorter or longer), differing from the average one that is set as standard in the published online \*\* transport plans, shall be excluded. Upon particular request on the part of the client, a special solution shall be arranged by the DB SCHENKER office in charge.\*;
- f. Large-size shipments, which cannot be loaded/ unloaded by industrial trucks and necessitate the need for using other load-lifting machinery, shall be carried out under additional special conditions\*;
- g. Any port loads shall be processed under additional special conditions\*;
- h. Any dangerous goods as per the classification of ADR /European Agreement concerning the International Carriage of Dangerous Goods by Road/or IMCO (see also i. 7) especially for classes with restrictions for transport within the system of DB Schenker /class 1 and 7/;
- i. Loads requiring carriage subject to certain temperature regime;
- j. Furniture upon relocations, personal belongings;
- k. Foods, waste and other goods subject to special control;
- l. Unpacked plants and perishable goods;
- m. Shipments paid on delivery, cod/cad;
- n. Exchange of pallets;
- o. Loads requiring neutralization of documents concerning change of ownership;

*\*may entail special transport solution with pricing other than the standard one*

*\*\* eSchenker link for access and registration: <https://eschenker.dbschenker.com>*

### 2.2. Exceptions from service:

- a. Exceptions based on local legislation and the General Terms and Conditions for Forwarding of NSBS;
- b. Arms, ammunition and military materials, subject to the legal restrictions;
- c. Explosives and nuclear loads;
- d. Tobacco, tobacco products and excise goods;
- e. Live animals;
- f. Certain cases of exclusion (schedule of DB SCHENKER at: [www.dbschenker.com/de](http://www.dbschenker.com/de));

When the contents of the freight falls within any of the prohibitions under i. 2, DB SCHENKER shall not be held liable.

## 3. Prices and tariffs:

- a. The respective current arrangement with the competent subsidiary of DB SCHENKER shall be

effective in respect of the product options of DB SCHENKER *part load* and DB SCHENKER *full load*;

- b. If not agreed otherwise, the total tariff shall refer to carriage to the consignee, ex ramp;
- c. Tariff weight is the greater of either gross or volume. The volume is calculated: 1 m<sup>3</sup> = 250 kg, 1 load meter = 1500 kg;
- d. Prices are exclusive duty-related fees, exclusive of duties, exclusive of VAT on import and any other public state receivables as well as exclusive of any additional charges specified in GTC;
- e. The insurance premium shall be agreed as per the Subscription Policy of Schenker EOOD for standard freights. A premium for second-hand goods, works of art, personal belongings and other non-standard goods according to i. 2.1., is subject to additional agreement;

#### **4. Offsetting and right to retain payments.**

The Client is not entitled to offsetting and retaining any payments if its claims are not legally established, not recognized or if these are a subject of a dispute and are not subject to enforcement.

#### **5. Obligations of the parties.**

##### **a. Assignment of the order**

The order assignment shall be made in writing and/or by way of electronic request and shall be submitted 2 days before the delivery of the freight at DB SCHENKER, unless agreed otherwise. Upon withdrawal of the order on the date requested for loading, the Client shall owe a default penalty in the amount of 10% of the freight costs, unless agreed otherwise.

The request shall contain all conditions necessary for performance of the carriage, including the selection of the desired product:

- 1) Name and address of the consignor and of the consignee;
- 2) Street, number of the building, destination country (ISO code), postal code, town/city – excluding any post box addresses;
- 3) Pickup and delivery address (if the consignor and the consignee are different persons);
- 4) Number and type of parcels, contents, weight, dimensions and data about the volume, marks and symbols;
- 5) Nature of the freight;
- 6) Full data in the event of dangerous goods under ADR (see also i. 7. c.);
- 7) Data about customs clearance and enclosed customs documents;
- 8) Delivery terms (as per Incoterms 2010);
- 9) Clear signage of the subject product and of any possible product options and additional services;
- 10) In the event of preliminary notification of the delivery and delivery time subject to agreeing, contact data of the consignee (name, telephone and e-mail);
- 11) Willingness to conclude cargo insurance as per GTC at Insurance Company Uniqa AD and the invoice value of the freight being carried;

##### **b. Acceptance of the freight for carriage:**

- 1) The driver provides the waybill, and the consignor has to fill in the fields in accordance with the Applicable Regular Rules and return it to the driver signed and stamped by the consignor.
- 2) The freight acceptance at the office of DB SCHENKER shall be effected on business days- from Monday to Friday from 09:00h to 17:00h, as extended periods for acceptance shall be allowed only subject to prior arrangement.
- 3) In the event that the pickup of the consignment is to be completed on the part of DB SCHENKER at the consignor, the periods for picking up shall be agreed additionally for the nearest office of DB SCHENKER. Upon arrival of the carriage vehicle at the consignor, the freight shall be ready for picking up. The waiting period of the vehicle at the loading address depends on the product:

Product	Times free for loading/unloading	Costs for stay* after fixed times free for loading:
DB SCHENKER <i>part load</i>	International transport - 4 hours	20 EUR/h, but not exceeding EUR 150 /day
	National transport - 2 hours	BGN 20/h, but not exceeding BGN150/day
DB SCHENKER <i>full load</i>	International transport - 4 hours	EUR 20/hour, but not exceeding EUR 150 /day
	National transport - 2 hours	BGN 20/hour, but not exceeding BGN 150/day

\*The calculation of the stay time shall start as of the arrival of the truck at the loading address within the working hours of the Consignor or Consignee.

The extended periods for delivery of the freight shall be arrangement in advance. If no such arrangement is present, it shall be taken into account that a stay exceeding 30 minutes shall be subject to penalty.

- 4) Loading and securing shall be the responsibility of the consignor or any persons acting on its behalf and in its name.

**c. Delivery: supply to the consignee**

Freight shall be delivered to the consignee on business days (from Monday to Friday), without prior notice for the delivery in the usual working hours between 07:00h and 19:00h.

**d. Delivery terms under the contact of carriage**

The Client shall be responsible for all additional expenses arising due to non-compliance with the agreed conditions of delivery/delivery terms.

**6. Time limits for performance:**

- a. On public holidays, which are not the same for the countries, the public holiday regulation of the offices of DB SCHENKER involved in the carriage shall apply and the time limits specified in the transport plan of DB SCHENKER shall be extended with the period of such public holidays;
- b. Regarding any goods that are subject to customs clearance, the special conditions for performance shall apply in respect of the delivery time limits and these shall be arranged in advance with the contact person of DB SCHENKER (for details see i. 7).

**7. Goods subject to customs clearance /duty levying:**

- a. The documents required for duty levying shall be submitted electronically at the latest at delivery of the request to the respective forwarding office of DB SCHENKER and shall be submitted in original at the latest upon delivery of the goods for export or upon arrival of the goods upon import. For instance, these are documents subject to customs clearance concerning the value, origin of the goods or transport documents taking into account the existing bilateral treaties between the countries;
- b. If the delivery of a consignment as per the transport plan of DB SCHENKER may not be accomplished due to:
  - 1) Customs clearance activities by DB Schenker or other customs agent specified by the Client,
  - 2) Activities of the customs authorities related to check, clearance and inspection,

then the delivery shall be accomplished after the final customs clearance within the next possible departure as per the agreed transit time.

**c. Carriage of dangerous goods:**

It encompasses the carriage of dangerous goods subject to special criteria under the instructions of ADR and RID (International Carriage of Dangerous Goods by Rail). In the course of performance the effect of any possible local or country-specific restrictions shall be complied with.

## 8. Additional services, obstacles for picking up and delivery and extraordinary expenses.

Any additional services apart from the carriage, any extraordinary expenses as well as any costs arising out of obstacles to pick up or deliver the goods shall be paid separately.

### a. Stay

If the consignee is not ready for acceptance within the usual working hours until the latest time agreed for delivery (such prerequisites being described in i.5. C.), an additional amount shall be charged for the necessary stay / i.5b, 3)/.

### b. Transport on public holidays

In order to keep the compliance with our regular time limits on public holidays or peak periods as well, we reserve the right to add a surcharge to the transport price.

### c. Delivery or picking up of goods from fairs

Charges shall be notified on demand at your servicing office of DB SCHENKER.

### d. Obtaining and sending of original documents

The obtaining and sending of original documents other than CMR (e.g., commercial invoice or supply delivery receipt with acknowledgment of acceptance), shall be additionally requested – these are not covered by the standard order. The service is subject to additional agreement prior to assigning the order with the office of DB SCHENKER, accepting the order.

In all cases, it may be performed after verifying the performance options, while charging an additional fee.

### e. Replacement of the means of storage and carriage

DB SCHENKER does not assume any obligation for replacement of the means of storage and carriage. Any replacement shall be possibly agreed separately with the subsidiary of DB SCHENKER performing the order, prior to the order assignment and is subject to charging additional fee for replacement. The parties with which a replacement of pallets may be effected shall be determined by the subsidiary of DB SCHENKER performing the order and this is possible exclusively for standard Euro-pallets or Euro netted box-pallets.

## 9. Additional fees:

a. **Manual Booking Fee** – in the event that the request by the Client is not submitted via the online platform eSchenker, a fee of BGN 3 exclusive of VAT shall be charged for each order;

b. **Dox Return** /return of documents other than the transport one/ - in the event that the Client demands return of any documents, fee of BGN 3 exclusive of VAT shall be charged per document.

**10. Amendments to these GTC** shall be admissible only if agreed in writing between the parties. In the event of any conflict between these GTC and any special terms and conditions specified in a contract, quotation and/or request, the special terms and conditions shall apply.

## 11. Liability.

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

## 12. Claims.

- a. Upon lodging of a claim to Schenker EOOD, the entitled person shall submit all the necessary documents, including any photographs proving the claims in terms of reason and amount. Schenker EOOD shall review the submitted documents while reserving the right to require additional documents;
- b. Schenker EOOD shall process the claim in accordance with the applicable law and the effective insurance policies, for the purpose of pronouncing on the amount of the indemnification being due and on the reason for the payment thereof based on the submitted documents and after establishment of all circumstances related to the event that has occurred.
- c. The indemnification shall be payable only when the Client has paid all amount being due to Schenker EOOD without any delay, discount or offsetting.
- d. With the payment of the indemnification under i. 12 c., the parties shall deem their relations as per the claim under i. 12. a. as **finally** set and **settled** and shall not have any further claims between

each other.

### **13. Confidentiality.**

The parties commit not to disclose to any third parties for unlimited time period any and all obtained confidential data and documents, tariffs, prices, business terms and conditions, strategies, projects, business-related solutions of a party, presentations, quotations, images, representatives, suppliers and clients, subcontractors and any information about employees as well as any other information that could be used by the competitors or would inflict any harm to the particular party and its clients if disclosed.

### **14. Protection of personal data and compliance with the applicable legislation in force. Unauthorized provision of benefits.**

The parties shall carry out their activities while complying with the applicable law in force, including in the area of personal data protection, anti-corruption, protection of the competition.

**15.** 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.

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

### **16. BREXIT**

16.1. 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.

16.2. 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.

16.3. 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.