

**(GT&C) General terms and conditions of transport services**

**1. DEFINITIONS**

The terms listed below have the following meaning:

- 1.1. **Transport Document** – any document or documents which constitute(s) a proof of accepting the Shipment for transport and of performance of the Transport Service.
- 1.2. **Business Day** – days from Monday to Friday, excluding public holidays which fall within this time period on the territory of the countries through which the Transport Service is performed.
- 1.3. **Transport Unit** – EUR-pallet, a pallet of any other type, basket, cardboard box, crate and other containers acceptable in the system of placing Transport Orders, on or inside of which goods composing the Shipment are located.
- 1.4. **Consignor** – an entity indicated in the Transport Order which hands over the Shipment for transport to the Carrier in a place specified in the Transport Order.
- 1.5. **Consignee** – an entity indicated in the Transport Order which is entitled to receive the Shipment in a place specified in the Transport Order.
- 1.6. **GT&C** – the transport general terms and conditions, as published on the Carrier's Website.
- 1.7. **Applicable Law** – all legal regulations in force in Bulgaria.
- 1.8. **Shipment** – goods accepted for transport on the basis of a Transport Document, destined for one Consignee and for one unloading place, packed and placed on or inside a Transport Unit.
- 1.9. **Carrier** – Raben Logistics Bulgaria Ltd.
  - 1.9a **Register** – the register of goods, within the meaning of Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, transported by road and monitored by the BG e-Transport System
- 1.10. **Carrier's Website** – <https://bulgaria.raben-group.com/>
- 1.11. **SDR** – Special Drawing Rights; unit of account for International Monetary Fund.
- 1.12. **Controlled Temperature** – temperature range during transport and temporary storage.
- 1.13. **Delivery Time** – period of time expressed in Business Days required for the completion of the Transport Service.
- 1.14. **Goods Subject to Monitoring** – Goods for which road transport is subject to a monitoring system within the meaning of Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, which are subject to monitoring by the e-Transport System in Bulgaria; and Order ZMF – 1295/28.12.2023 categorizing the new products that fall under the category of high fiscal risk products, amended by Order ZMF – 169/20.02.2024.
- 1.15. **Cold Chain Goods** – perishable goods such as fresh agricultural products, seafood or frozen food which require Controlled Temperature during transport and storage.
- 1.16. **Excluded Goods** – goods in respect of which the Carrier does not provide Transport Services, specified in **Annex 2**.
- 1.17. **Contract of Carriage** – a contract related to the Transport Service concluded by and between the Carrier and the Customer.
- 1.18. **Additional Service** – an additional service supplementing Transport Service or extended conditions of Transport Service as described in **Annex 1**.
- 1.19. **Transport Service** – transport of Shipments by means of road transport.
- 1.20. **Domestic Transport Service** – the Transport Service if the place of picking-up and the place of delivery of the Shipment are located in Bulgaria, without exceeding its frontier.
- 1.21. **International Transport Service** – the Transport Service if the place of picking-up and the place of delivery of the Shipment are located in two different countries.
- 1.22. **BGN**- Bulgarian leva.
- 1.23. **Conditions of Transport Service** – type and size (including gross weight and dimensions) of the Shipment, information whether the goods are Goods Subject to Monitoring, Cold Chain Goods or excise goods, requirements regarding Controlled Temperature, place and time of picking-up the Shipment, place of delivery of the Shipment, Delivery Time, Carrier's Remuneration, customs clearance instructions, Additional Service(s), as well as any other essential terms of Transport Service as required by the Applicable Law.
- 1.24. **Transport Order** – an order placed by the Customer to the Carrier to perform Transport Service under the Conditions of Transport Service previously agreed between the Customer and the Carrier.
- 1.25. **Customer** – an entrepreneur or business entity which concludes a Contract of Carriage with the Carrier in connection with its business operations.
- 1.26. **CMR Convention** - Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956.

## **2. Scope of application**

- 2.1. The Carrier provides Transport Services to Customer based on the Contract of Carriage, GT&C and the Applicable Law.
- 2.2. By concluding a Contract of Carriage with the Carrier, the Customer consents to the performance of the Transport Service in accordance with the agreed Terms of Transport Service, provisions of GT&C and the Applicable Law.
- 2.3. Any deviation from the content of GT&C shall require written consent of the Carrier, otherwise such deviation shall be null and void.

## **3. Object of transport services**

- 3.1. The Carrier shall provide Transport Services for all types of goods, except for Excluded Goods and goods specified in Clause 3.2.
- 3.2. Subject to Clause 3.4, the Carrier shall not provide Transport Services in respect of:
  - 3.2.1. Goods with a value (excluding VAT) exceeding the equivalent of SDR 8.33 per kilogram of gross weight of the goods, irrespective of the total value of the goods;
  - 3.2.2. Goods with a total value (excluding VAT) exceeding the equivalent of EURO 15,000, irrespective of the value per kilogram of gross weight of the goods.
- 3.3. In order to determine whether the value of the goods does not exceed the limits set out in Clause 3.2.1 and 3.2.2, the value of the goods and/or the limits set out in Clause 3.2.1 and 3.2.2 shall be converted into BGN according to the official exchange rate communicated by the Bulgarian National Bank and applicable on the day of the conclusion of the Transport Order.
- 3.4. The provision of the Transport Service in respect of the Excluded Goods and the goods referred to in Clause 3.2.1 and 3.2.2 requires the formal and explicit consent of the Carrier. The Carrier's consent may not be implied or inferred from any other declaration of intent, but must be explicitly expressed in written or electronic form.
- 3.5. In the absence of the consent referred to in Clause 3.4, it shall be assumed that the Carriage will not include Excluded Goods or goods referred to in Clauses 3.2.1 and 3.2.2.
- 3.6. If the Carrier is entrusted with the Transport Service in respect of the Excluded Goods or the goods referred to in Clause 3.2.1 or 3.2.2 without the Carrier's express prior consent (i.e. in breach of Clause 3. 4), the Carrier shall be liable for any loss of or damage to any such Shipment in accordance with Clause 9, subject however to Clause 9.10 and provided that compensation for loss of or damage to any such Shipment shall not exceed the limits stipulated in Clause 3.2.1 or 3.2.2, whichever is the lesser.
- 3.7. The Carrier may offer Additional Services, as described in Annex 1, which supplement or extend the Transport Service.

## **4. The Transport Order**

- 4.1. The object of the Transport Order is represented by:
  - 4.1.1. provision and organisation of domestic and international road transport services / intermediation in domestic and international road transport by the Carrier at the request and in the interest of the Customer;
  - 4.1.2. provision and organisation of logistical services (handling, packing/unpacking, drafting of delivery documents, etc., as the case may be) by the Carrier, at the request and in the interest of the Customer;
- 4.2. Any firm order sent by the Customer to the Carrier shall be subject to the terms and conditions set out in the GT&C.
- 4.3. The procedure for placing transport orders is set out in Annex 3.
- 4.4. The Transport Order shall be placed with the Carrier between the cut-off times specified in Annex 3. Notwithstanding the above, the Transport Order may not be placed after the deadline, if this has been specified by the Carrier in the Conditions of Transport Service (validity deadline). By placing the Transport Order, the Customer confirms:
  - its agreement with the Conditions of Transport Service specified by the Carrier; and
  - that has knowledge of and agrees to comply with the provisions of the GT&C.
- 4.5. The Transport Order given by the Customer to the Carrier shall comply with the Conditions of Transport Service agreed in the Contract of Carriage. In case of any discrepancies, the conditions of the Contract of Carriage shall prevail over the Transport Order. If the Conditions of Transport Service have not been agreed or specified by the Carrier, the Carrier shall not be bound to comply with the Delivery Term and the amount of remuneration specified in the contents of the Transport Order and the Carrier shall be entitled to provide the Transport Service under the terms and conditions specified in the GT&C presented on the **Carrier's Website**.
- 4.6. The Customer is obliged to comply with the Transport Order from the moment it is placed with the Carrier until the Carrier refuses to provide the Transport Service and rejects the Transport Order.
- 4.7. The Carrier reserves the right to refuse to perform the Transport Service without incurring any liability or other negative consequences, in particular:
  - if the Transport Order is placed after the expiry of the validity period resulting from the Conditions of Transport Service; or
  - if the Transport Order is not in accordance with the Conditions of Transport Service specified by

- the Carrier, GT&C or Applicable Law; or
  - if the Transport Order has been filled in illegibly, incorrectly or incompletely;
  - if access to the place of picking-up or delivery cannot be made on paved roads.
  - if the Customer has failed to provide the Carrier with the data required for the provision of the Transport Service, inter alia the UNP (unique transport number) obtained for the Goods Subject to Monitoring constituting the Shipment; or
  - if the Customer is in arrears in the payment of any amount due to the Carrier; or
  - for other reasons which prevent the Carrier from performing the Transport Service or significantly hinder the performance of the Transport Service in accordance with the agreed Conditions of Transport Service; or
  - in cases provided for by the Applicable Law.
- 4.8. The Carrier shall notify the Customer within 5 hours (hours in the interval 8 A.M. - 5 P.M. Monday to Friday) of the refusal to accept the Transport Order. In the event of refusal to accept the Transport Order by the Carrier, such Transport Order shall not cause any legal consequences and shall not result in any obligations for the Carrier.
- 4.9. The Transport Order shall be deemed to have been accepted by the Carrier if the Carrier does not inform the Customer in due time of the rejection of the Transport Order. Notwithstanding the above, tacit acceptance shall not apply to the Transport Order for Excluded Goods or the goods referred to in Clauses 3.2.1 and 3.2.2. The Transport Order for Excluded Goods or the goods referred to in Clauses 3.2.1 and 3.2.2. shall require the Carrier's explicit acceptance (confirmation).
- 4.10. The driver performing the Transport Service is not entitled to modify or supplement the Conditions of Transport Service.

## **5. Carrier's remuneration**

- 5.1. The Carrier provides the Transport Services and Additional Services in return for remuneration. In addition, in the cases mentioned in the Contract of Carriage or GT&C, the Customer shall reimburse the Carrier the additional costs and expenses incurred in connection with the performance of the Transport Services (e.g. but not limited to: access fees, highway tolls, bridge tolls, additional delivery charges, warehousing, etc.).
- 5.2. The remuneration due to the Carrier for the Transport Service depends in particular on the type and size of the Shipment, the length of the transport route, as well as any special conditions to be fulfilled during the performance of the Transport Service.
- 5.3. The remuneration shall be agreed by the Carrier and by the Customer in the Transport Order. The Carrier is entitled to increase the remuneration if the actual Conditions of Transport Service are different from the Conditions of Carriage specified by the Carrier in response to a request submitted by the Customer (or the Conditions of Transport Service specified in the framework contract or standing order) or are not in accordance with the Transport Order, in particular if the type or size of the Shipment or other parameters of the Shipment are different from the type or size of the Shipment or other parameters of the Shipment declared by the Customer or specified in the Transport Order.
- 5.4. The Customer shall pay remuneration to the Carrier and reimburse the Carrier the additional costs and expenses in accordance with the Carrier's Tariff, as specified in Annex 4, based on invoices issued by the Carrier.
- 5.5. The calculation of the remuneration is specified in Annex 4.
- 5.6. Any agreements between the Customer and the Consignee regarding payment for the Transport Service and any other obligations affecting the Shipment, in particular those resulting from Incoterms, shall not be binding on the Carrier.
- 5.7. The prices are expressed in Bulgarian leva (BGN) for domestic road transport, and in EURO for international road transport and do not include VAT.
- 5.8. The related services rendered shall be paid by the Customer to the Carrier's account specified on the invoices issued.
- The invoices will be transmitted and received between the Parties in electronic format and by electronic mail.
- 5.9. The date of receipt of the invoice by the Customer is, according to the agreement of the Parties, the day on which the Customer receives the invoice in pdf format
- 5.10. The Invoice shall be deemed accepted for payment if the Customer does not raise any objections within 2 days.
- 5.11. Late payment of invoices issued by the Carrier shall incur penalties of 1% per day of delay.
- 5.12. If the delay in the payment of the balances due exceeds 30 calendar days, and the Customer is notified by the Carrier of this fact by 2 successive notifications, 15 days apart, sent in accordance with Article 14, the Customer is obliged to pay, in addition to the penalties for each day of delay until the actual payment of the debt, a fix amount of BGN 4,000, as additional liquidated damages.
- 5.13. The Carrier shall grant the Customer a credit facility. The maximum amount of the commercial credit granted ("credit limit") by the Carrier shall be established at the beginning of the period of cooperation and shall be reviewed periodically. If the Customer exceeds the credit limit granted, the Carrier reserves the right to suspend the credit facility, irrespective of whether the invoices issued and not yet paid for the services already rendered are not due. During the credit suspension period, the Customer may request the Carrier to perform services only with advance payment.
- 5.14. The Parties have agreed that there shall be no set-off of any amounts that may be due by the Carrier, and the

Customer shall continue to be obliged to pay the outstanding amounts to the Carrier in full.

## **6. Modification of the Carrier's remuneration**

- 6.1. Unless otherwise specified in the Transport Order, the Carrier is entitled to modify (index) the applicable rates of remuneration under the conditions specified in Annex 4.
- 6.2. Indexation of remuneration under the conditions set out in Annex 4 is an automatic mechanism for adjusting remuneration, the use of which does not require the separate consent of the Customer.
- 6.3. Irrespective of the indexation of remuneration tariffs, the Carrier shall be entitled at any time to request the Customer to make an extraordinary modification to the remuneration tariffs and/or rules in the event of the occurrence of an event beyond the Carrier's control, resulting in a significant increase in the costs of providing the Transport Services or Additional Services, which was not foreseeable or it was impossible to define precisely the extent of the increase caused by such event at the time of the conclusion of the Transport Order or the latest agreed modification to the remuneration tariffs.
- 6.4. In the case of the situations referred to in point 6.3, the Carrier shall notify the Customer in writing 10 days in advance of its intention to modify the tariffs and/or remuneration rules, at the same time submitting an offer of new tariffs and/or remuneration rules. If the Customer does not agree to the change in tariffs and/or remuneration rules, or the Parties do not sign an addendum to the Contract of Carriage introducing new tariffs and/or remuneration rules within 10 days of the notification, the Carrier shall be entitled to terminate the Contract of Carriage subject to 30 calendar days' notice.

## **7. Customer's obligations**

- 7.1. The Customer must meet or guarantee to meet any and all requirements affecting the Customer, the Consignor or the Consignee, in accordance with the provisions of the Transport Order, the GT&C or Applicable Law. The Customer shall be liable to the Carrier for the fulfilment of the requirements by the Consignor and the Consignee and for its own actions and omissions.
- 7.2. The Customer shall fill in the Transport Order correctly and completely. For Shipments that require special transport conditions or the taking of certain precautions due to their properties or requirements resulting from Applicable Law, the Customer shall notify the Carrier in the contents of the Transport Order of such special transport conditions, precautions, properties or requirements;
- 7.3. The Customer shall prepare and pack the Shipment in a manner suitable for transport by road and enabling the delivery and release of the Shipment without any loss or partial destruction, taking into account the nature of the Shipment, its vulnerability to damage during transport or loading or unloading, the place of loading and unloading, the special nature of groupage transport which include transshipment operations and the requirements resulting from Applicable Law or generally accepted Industry rules.
- 7.4. Any damage resulting from the absence, insufficiency or defectiveness of the packaging, marking or labelling of the goods, as well as from the lack of adequate information on the nature or particular characteristics of the goods, cannot be imputed to the Carrier.
- 7.5. The packaging of the Shipment should: prevent access to the Shipment without altering it, ensure stability and maintain a balance of the Shipment and protect against external factors. In the case of goods stacked on a pallet, the Shipment must be placed on a pallet so that it does not exceed the outer edges of the pallet. Goods placed on or inside other Transport Units must be protected from the inside against the possibility of displacement.
- 7.6. In the case of shipment of machinery or equipment with protruding elements - such elements must be protected against damage during transportation and loading and unloading. In addition, any Transport Units must be tightly wrapped in stretch film and secured with tape and, if necessary, provided with markings indicating a possible special nature of the transport or special requirements as to the mode of transport, e.g. "attention glass", "up/down";
- 7.7. The Customer shall cool the Cold Chain Goods (if applicable) below the lower limit of the Controlled Temperature;
- 7.8. Shipments over 30 kg must be placed on a Transport Unit that allows reloading by forklift;
- 7.9. The Customer shall mark the Shipment appropriately by marking each Transport Unit with a label from the system provided by the Carrier for the transmission of Transport Orders;
- 7.10. The Customer shall correctly and completely fill in the Transport Document of the Shipment and the annex to the Transport Document and all documents necessary for the correct performance of the Transport Service;
- 7.11. The Customer shall provide the Carrier with complete, accurate and factual information necessary for the performance of the Transport Service;
- 7.12. The Customer shall guarantee the loading and release of the Shipment for transport to the place of loading within a maximum of 5 minutes per Transport Unit from the time the means of transport is made available;
- 7.13. The Customer shall provide the Carrier with feasible guidelines in the event of obstacles arising during the performance of the Transport Service or the release of the Shipment;
- 7.14. The Customer shall guarantee the unloading and pick-up of the Shipment at the place of delivery within a maximum of 5 minutes per Transport Unit from the time of securing the means of transport;
- 7.15. The Customer is obliged to send the Carrier precise instructions in writing if it requests special conditions for the delivery of the goods. The instructions are subject to the Carrier's acceptance;
- 7.16. If the Shipment includes Goods Subject to Monitoring, the Customer shall meet or guarantee to meet any and

all requirements affecting the Consignor of the goods, the Consignee of the goods, the supplier and the buyer in accordance with and within the meaning of Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, on the determination of high tax risk goods transported by road that are subject to monitoring by the Bulgarian e-Transport System. The Customer shall be liable to the Carrier for the fulfilment of the requirements by the above persons, as well as for its own actions and omissions.

- 7.17. Loading and unloading of the Shipment shall be the responsibility of the Consignor and respectively of the Consignee. The Carrier shall not be responsible either for carrying out the loading and unloading operations or for providing technical means or equipment to enable loading and unloading. Any assistance from the driver during loading and unloading may be provided at the sole risk and responsibility of the Consignor or Consignee.
- 7.18. The Customer shall be liable to the Carrier for any loss or damage and shall reimburse the Carrier for any costs and expenses resulting from the Customer's non-performance or improper performance of the Transport Order.

## **8. Carrier's rights and obligations**

- 8.1. The Carrier shall take delivery of the goods for the purpose of providing transport services on the basis of a firm order, which shall specify the following data: goods (picking-up, weight, dimensions), their nature, accompanying documents, import customs, export customs (if applicable), loading address, unloading address, contact person (telephone, e-mail, fax).
- 8.2. The Carrier is obliged to check the external condition of the Shipment and to warn the Consignor of the risk of damage due to multiple handling and stacking, and if it has concerns about the condition of the goods it must expressly mention them.
- 8.3. The Carrier is obliged to ensure the dispatch of Shipments within the country and abroad with confirmation of delivery, consisting of date, time and person who signed at the destination, sent to the Customer by electronic means of communication.
- 8.4. Shipments with wrong addresses or refused by the Consignee (refused receipt, refused cash on delivery) shall be stored in the Carrier's warehouse for forwarding, with the note that payment shall be made by the Customer.
- 8.5. Refusal of receiving the goods by the Consignee due to deterioration of the goods during distribution (transport), for causes excluding the exclusive fault of the Carrier, shall be at the expense of the Customer, who shall be obliged to pay for storage and forwarding.
- 8.6. The Carrier undertakes to provide the Customer with information on the status of transport and delivery or return of the goods upon their return to the warehouse.
- 8.7. The Carrier shall accept the Shipment for transport from the moment of completion of loading onto the means of transport, by which is understood the placement of the Shipment in the cargo compartment of the means of transport. Acceptance of the Shipment for transport shall be evidenced in the Transport Document.
- 8.8. The Carrier shall perform the Transport Service in accordance with the Conditions of Transport Service.
- 8.9. The Carrier is entitled to use subcontractors to perform the Transport Service, but remains liable for all actions and omissions of the subcontractors, like for its own acts and omissions.
- 8.10. When accepting the Shipment for transport, the Carrier shall check only the quantity and visible condition of the Transport Units against the information in the Transport Document and the manner in which the Shipment is prepared for transport. The Carrier shall not check the contents of individual Transport Units.
- 8.11. The Carrier has the right to refuse to accept the Shipment for transport or to refuse or cease to provide the Transport Service in particular:
- 8.11.1 when the Shipment includes Excluded Goods;
  - 8.11.2 when the Shipment or its condition is not in conformity with the Conditions of Transport Service;
  - 8.11.3 when the Shipment has no packaging or the packaging of the Shipment is obviously inadequate or unsuitable;
  - 8.11.4 when the Shipment has not been marked or has been incorrectly marked;
  - 8.11.5 when the Transport Document has not been filled in, or has been filled in incorrectly or erroneously;
  - 8.11.6 when the Consignor has not drafted documents which, according to legal regulations, must be issued together with the Shipment;
  - 8.11.7 if the Customer has not provided the Carrier with the data necessary for the performance of the Transport Service, including the UNP (unique transport number) obtained for the Goods Subject to Monitoring constituting the Shipment for the Carrier, or if the said data is incorrect or becomes invalid;
  - 8.11.8 When the submission, filling in and updating of the declaration on the Goods Subject to Monitoring via an electronic service provided by the National Revenue Agency is impossible due to its unavailability;
  - 8.11.9 for any other reasons provided for by Applicable Law.
- 8.12. The Carrier provides Transport Services - exclusively on Business Days. The Carrier shall endeavour to complete the Transport Service within the Delivery Time specified in the Transport Order. The Delivery Time will be defined in Business Days. Time covering 24 hours or a multiple thereof shall be understood as time covering one Business Day or a multiple thereof.
- 8.13. If the first attempt of delivery has failed because the Consignee was absent, was been unable to accept the Shipment or for any other reason not attributable to the Carrier, the Carrier shall, unless otherwise indicated by

the Customer, make a second attempt to deliver the Shipment to the Consignee on the next Business Day. The Carrier will charge the Customer an additional fee for the second delivery attempt in accordance with the Carrier's Tariff as specified in Annex 4.

- 8.14. In the event of an unsuccessful second delivery attempt or of any other obstacles arising during the performance of the Transport Service or delivery of the Shipment, the Carrier shall return the Shipment to the Customer (unless otherwise indicated by the Customer).
- 8.15. Delivery of the Shipment will be confirmed in the Transport Document. A refusal to confirm delivery entitles the Carrier to withhold delivery of the Shipment to the Consignee.
- 8.16. If the provisions of the Transport Order require the Consignee to pay remuneration for the Transport Service and/or any other amounts affecting the Shipment, the Consignee shall pay all amounts due to the Carrier before the Carrier delivers the Shipment. A refusal to pay the amounts due referred to in the preceding sentence shall entitle the Carrier to withhold delivery of the Shipment to the Consignee.
- 8.17. The Shipment shall be deemed to have been handed over by the Carrier and the risk of loss, partial loss or damage to the Shipment shall pass to the Consignee upon confirmation of delivery of the Shipment in the Transport Document or upon commencement of unloading of the Shipment - whichever occurs first.
- 8.18. In the event that the Customer fails to fulfil its payment obligations under Clause 5, the Carrier shall have the exclusive and unilateral right to order the suspension of deliveries until such obligations have been fulfilled, the delivery period for the works being postponed accordingly.
- 8.19. If the Carrier does not make use of the rights provided for in the Order or GT&C, if the Customer has committed a breach of the obligations undertaken or has performed them inadequately or has not performed them within the agreed time limit, this may not be invoked as an acceptance or a waiver of the rights due.

## **9. Carrier's liability**

- 9.1. The Carrier shall be entitled or shall be deemed to be entitled to the limitations and exclusions of liability stipulated by the CMR Convention. The compensation procedure is detailed in Annex no. 8
- 9.2. The Carrier shall be liable to the Customer for total loss, partial loss or deterioration of the Shipment occurring from the time of picking-up the Shipment from the Consignor until delivery of the Shipment to the Consignee, subject to the Transport Order and in accordance with the GT&C.
- 9.3. Subject to Clause 3.6, if the Carrier is liable for compensation in respect of total or partial loss of the Shipment, such compensation shall not exceed the value of the Shipment at the place and time it was accepted for transport, determined on the basis and in the following order:
  - 9.3.1. the price indicated in the purchase invoice related to the Shipment; or
  - 9.3.2. the value of goods of the same kind and quality.
  - 9.3.3. If the amount of compensation cannot be determined in accordance with Clause 9.3.1 - 9.3.2, the amount shall be determined by an independent evaluator. In any event, the compensation shall not, however, exceed the limits provided by the CMR Convention.
- 9.4. Subject to Clause 3.6, if the Carrier is liable for compensation in respect of damages to the Shipment, such compensation shall not exceed the amount by which the Shipment has decreased in value, calculated by reference to the value of the Shipment determined in accordance with the Clause. 9.2. Compensation for damage to the Shipment shall not, however, exceed:
  - 9.4.1. if the entire batch has been damaged - the amount payable in case of total loss of the Shipment;
  - 9.4.2. if only part of the Shipment has been damaged - the amount payable in case of loss of the damaged part of the Shipment.
- 9.5. In addition to the compensation provided for in the Clauses 9.2 and 9.3, the Carrier shall reimburse the remuneration due to the Carrier for the Transport Service, customs duties and other costs incurred during and in connection with the transport of the Shipment:
  - 9.5.1. in case of a total loss - in full;
  - 9.5.2. in the case of a partial loss – pro rata with the loss suffered;
  - 9.5.3. in case of damage - in the amount by which the value of the Shipment has been reduced.
- 9.6. In the event of delay in delivery, if the claimant proves that damage has resulted therefrom, the compensation for such damage shall not exceed the remuneration due to Carrier for the Transport Service to which the delay relates.
- 9.7. Except for the compensation provided for in Clauses 9.3 - 9.6 no other compensation shall be payable for loss of or damage to the Shipment or for delay in delivery.
- 9.8. If the Carrier is liable to the Customer for compensation in respect of events other than loss or damage to the Shipment or damage resulting from delay in delivery, such compensation shall not exceed the amount of remuneration due for the Transport Service to which the non-performance or improper performance relates.
- 9.9. The Carrier shall not be liable for any lost profits and any other indirect or consequential damages, in particular damages resulting from any contractual penalties paid by the Customer to any third party.
- 9.10. The Carrier shall be exonerated from liability for any loss or damage suffered by the Customer as a result of the Customer's failure to fulfil its obligations or duties under the Transport Order, the GT&C and/or Applicable Law. In particular, the Carrier shall be exonerated from any liability for loss of or damage to the Excluded Goods.
- 9.11. The Carrier shall not be held liable under any circumstances for loss of profit, loss of possession, damage to or theft of goods, costs or consequential damages, damages or injuries to third parties or to the Customer, if these arise as a result of breach of the contractual provisions by the Customer.

- 9.12. The Carrier shall not be liable for damages arising from the absence, insufficiency or defectiveness of the packaging, marking and/or labelling of the goods, as well as from the lack of adequate information on the nature or particular features of the goods.
- 9.13. The Carrier shall not be liable for the situation in which it is found, after the signing of the delivery-receipt Minutes, that the goods delivered are missing, lost or stolen.

#### **10. Parties' liability in E-transport matters**

- 10.1. The Customer and the Carrier are obliged to comply with all the provisions of the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, for the establishment of the National System for the monitoring of road transportation of goods BG e-Transport.
- 10.2. The Customer shall be responsible to the Carrier both for the fulfillment of all legal obligations under the provisions of the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, which are incumbent upon it and for the fulfillment of all legal obligations under the provisions of the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, which are incumbent upon its third parties involved in the transportation process.
- 10.3. The Customer shall be responsible for designating the Carrier as a transport organizer in the NRA Electronic Services Portal.
- 10.4. The Carrier shall be responsible to the Customer both for the fulfillment of all legal obligations under the provisions of the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, which are incumbent on the Carrier and for the fulfillment of all legal obligations under the provisions of the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, which are incumbent on the Carrier's subcontractors involved in the transportation process.
- 10.5. The Customer shall be liable for, but not limited to:
- 10.5.1. Obtaining the UNP (unique transport number) and correctly communicating the UNP directly in the MyRaben platform or by EDI transfer in the Carrier's TMS, in the dedicated field for UNP, at the time of placing the Transport Orders; Any transmission of the UNP through another communication channel cannot be taken into account by the Carrier; Even though the responsibility for obtaining the UNP may fall to a third party, in the commercial relationship between the Carrier and the Customer, the Carrier must receive the UNP exclusively from the Customer, any other interaction with a third party being excluded.
  - 10.5.2. Monitoring the validity of the UNP, notifying the Carrier in the event of its expiration, obtaining a new UNP and transmitting it to the Carrier before loading the goods on any other means of transportation;
  - 10.5.3. Transmitting in due time the information requested by the Carrier in order to fulfill the latter's obligations with regard to the provisions of the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented.
- 10.6. The Carrier shall be liable for, but not limited to:
- 10.6.1. Updating the vehicle numbers for the UNP related to the Shipments it transports for the Customer, provided that it has been designated as the sole transport organizer and provided that the Customer complies with the obligations in point 1.4.
  - 10.6.2. Presenting to the authorized control bodies the UNP provided by the Customer in the event of possible controls, provided that the Customer complies with the obligations in point 1.4.
- 10.7. The Customer must provide the Carrier with all information necessary to comply with the E-Transport legislation, including, but not limited to, details of the goods transported, the required documents and the UNP. Any incorrect, incomplete or out-of-date information provided by the Customer shall be the sole responsibility of the Customer and the Customer shall indemnify the Carrier for any damages or penalties resulting from the provision of such information.
- 10.8. The Customer acknowledges that if, during the course of transportation, the Carrier observes any failure on the part of the Customer to comply with any of its obligations, as provided for by the Ordinance No H-5 of September 29, 2023, as subsequently amended and supplemented, the Shipment may be stopped from delivery at the Carrier's warehouse until all legal obligations have been fulfilled. The Customer shall bear the costs of storage, any other associated costs and any penalties imposed by the authorities on the Carrier.
- 10.9. The Customer acknowledges that if the Consignee of the Shipment refuses to accept the goods for reasons relating to compliance with E-Transport legislation, the Carrier will return the Shipment to its nearest warehouse, where the Shipment will be stopped from delivery until all legal obligations have been fulfilled or until the Customer collects it. The Customer shall bear the storage costs, any other associated costs and any penalties imposed by the authorities on the Carrier.
- 10.10. The Carrier shall not be liable for any loss or damage suffered by the Customer or third parties as a result of the Customer's failure to comply with its legal obligations under the Ordinance No H-5 of September 29, 2023 and other relevant regulations.
- 10.11. The Carrier shall be exonerated from liability for any penalties or damages resulting from the Customer's failure to comply with its legal obligations in relation to the E-transport system, including but not limited to providing incorrect or incomplete information on the shipments.
- 10.12. If the Carrier is fined by the competent authorities for non-compliance with the E-Transport legislation, such fines shall be borne by the Carrier only to the extent that the non-compliance is solely due to the fault of the Carrier. If the fines are caused by the Customer's failure to comply with legal or contractual obligations, the Customer shall indemnify the Carrier for all fines received.

## **11. Complaints**

- 11.1. If the Carrier's liability arises out of the Transport Order, the Customer shall submit a written complaint to the Carrier via its customer account on MyRaben. The complaint shall specify the amount claimed by the Customer and shall include the reasons justifying the amount claimed.
- 11.2. The Carrier shall respond to a complaint within 30 days from the date the Carrier receives the complaint. In the case of damages exceeding EURO 5,000 (or the equivalent of this amount in BGN, according to the official exchange rate communicated by the Bulgarian National Bank at the time when the Carrier has picked-up the Shipment for transport), the time for responding to complaints may be extended by the Carrier. The Carrier shall make reasonable efforts to process such complaints within 6 months.
- 11.3. If the Carrier requests the Customer to supplement or correct a complaint, the period to respond to complaint, as specified in Clause 10.2 shall run from the day the Carrier receives the complaint, i.e. the supplement or correction of the complaint.
- 11.4. The Customer shall not be entitled to set-off or otherwise deduct claims from the Carrier's remuneration or from any other amounts due to the Carrier.
- 11.5. The statute of limitations period for the Customer's claims against the Carrier arising out of or in connection with the Transport Order shall be 1 year from the date on which the claim became due.
- 11.6. The compensation procedure is detailed in Annex 7.

## **12. Right of retention or pledge**

- 12.1. In order to secure any and all Carrier's claims under the Contract of Carriage (including any overdue claims resulting from previously rendered Transport Services), in particular claims for the remuneration and for reimbursement of expenses incurred in relation with the execution of the Transport Service, the Carrier - subject to the Applicable Law - has a right of retention or pledge on the Shipment as long as the Shipment stays with it or a person who holds the Shipment on its behalf, or as long as it may dispose of the Shipment using documents.

## **13. Change of the GT&C**

- 13.1. The Carrier reserves the right to amend GT&C, revoke GT&C and replace GT&C (or any of the appendices to GT&C) with new terms and conditions pertaining to Transport Service - at any time and at its sole discretion. Any amendment, revocation or replacement of GT&C shall be published by the Carrier on the Carrier's Website with appropriate advance notice and/or otherwise communicated to the Customer. The Customer shall have a permanent access to the Internet and familiarise itself, by its own means, on a regular basis with current wording of GT&C and appendices to GT&C on the Carrier's Website.
- 13.2. Any such amendment, revocation or replacement of GT&C shall enter into force and become binding after the lapse of 14 days from the moment of making the amendment, revocation or replacement of GT&C available to the Customer (unless the Carrier's notice specifies a later effective date of the amendment, revocation or replacement of GT&C) and shall not require obtaining consent of the Customer and/or execution of any additional agreements or any other documents by the Customer.
- 13.3. In case of Contracts of Carriage concluded before the entry into force of the amendment, revocation or replacement of GT&C, previous GT&C shall apply.
- 13.4. In the event that the Customer and the Carrier are bound by the framework agreement pertaining to the Transport Services concluded before the entry into force of the amendment, revocation or replacement of GT&C, previous GT&C shall apply pending the entry into force of an amendment, revocation or replacement of GT&C and amended or replaced GT&C shall apply after the entry into force of an amendment or replacement of GT&C.
- 13.5. In case of amendment or replacement of the GT&C the Customer retains, however, the right to terminate the framework agreement pertaining to the Transport Services with 30 days' prior notice. Until the expiry of the notice period previous GT&C shall apply. The Customer can terminate the framework agreement until the entry into force of an amendment, revocation or replacement of GT&C.

## **14. Data protection**

- 14.1. The Carrier processes the personal data of transport participants being individuals given by the Customer in the Transport Order, in order to perform the Transport Service in accordance with the General Terms and Conditions of Providing Transport Services while maintaining appropriate security and data protection requirements in accordance Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 14.2. The Customer ensures that (i) it has obtained legally personal data provided to the Carrier, (ii) it is entitled to transfer personal data to the extent that it is necessary for the performance of the Transport Services.
- 14.3. At the request of the Customer, the Carrier will provide the personal data of drivers (the name and the ID card number) only for the purpose of notification of delivery or receipt of the Shipment.

## **15. Force majeure**

- 15.1. Force majeure shall exempt the contracting Parties from fulfilling their obligations under this Order for the entire period of action of force majeure;
- 15.2. Force majeure is an event beyond the control of the Parties, not due to their fault or negligence, which could not have been foreseen at the time of conclusion of the Order and which renders impossible or extremely burdensome the performance and respectively the fulfilment of the Order. Such events include: wars, revolutions, fires, floods or any other natural disasters, restrictions due to quarantine, pandemics, embargoes; the list is not exhaustive but declarative;
- 15.3. The performance of the Order shall be suspended during the period of action of force majeure, but without prejudice to the rights of the Parties until the occurrence of the force majeure;
- 15.4. The Party invoking force majeure is obliged to notify the other Party immediately and in full, within a maximum of 3 days, of its occurrence and to take any measures at its disposal to limit the consequences. In order to be exonerated from liability, the Party claiming force majeure shall submit to the other Party, as soon as possible, a document issued by the competent authorities confirming the occurrence of the force majeure event or other supporting documents;
- 15.5. If the force majeure lasts or is expected to last for a period of more than 15 days, each Party shall be entitled to notify the other Party of the *de jure* termination of this Order, without either Party being entitled to claim damages from the other;
- 15.6. Any meteorological phenomena, pandemics or any other events beyond the Carrier's control, which cause traffic restrictions by the authorities, which endanger/hinder the delivery of the products, shall delay accordingly the delivery period provided for (where applicable) without the Carrier being at fault.

#### **16. Confidentiality**

- 16.1. The Parties are obliged not to disclose information and documentation of which they become aware in the development of the business relations, which shall be considered confidential information. Any communication or use of commercial data and information concerning prices, quantities, logistics used, etc. which may harm the interests of the other Party may trigger the liability of the other Party.
- 16.2. A contracting Party shall not have the right, without the written consent of the other Party, to use information and documents obtained or to which it has access during the performance of the business relations for any purpose other than the performance of its contractual obligations.
- 16.3. A contracting Party shall be exonerated from liability for disclosure of information if:
- the information was known to the contracting Party before it was received from the other contracting Party; or
  - the information was disclosed after the other contracting Party's written consent to such disclosure had been obtained; or
  - the contracting Party was under a legal obligation to disclose the information.

#### **17. Notifications between Parties**

- 17.1. As understood by the contracting Parties, any notice given by one of them to the other shall be validly given if it is delivered by personal delivery, post, courier, e-mail or fax.
- 17.2. If notice is given by post, it shall be sent by registered letter with acknowledgement of receipt (AR) and shall be deemed to have been received by the consignee on the date of signature of receipt on such acknowledgement.
- 17.3. If the notification is sent by e-mail, it shall be deemed to have been received on the same Business Day on which it was sent.
- 17.4. Verbal notifications shall not be taken into account by either Party unless they are confirmed by one of the means set out in the preceding paragraphs.

#### **18. Final provisions**

- 18.1. The GT&C are available free of charge on the Carrier's Website.
- 18.2. In any matters not covered by the relevant provisions of the Contract terms or the GT&C, the relevant provisions of Applicable Law shall apply.
- 18.3. The following Annexes form an integral part of the GT&C:
- Annex 1 "Additional Services";
  - Annex 2 "Excluded Goods";
  - Annex 3 "Placing of Transport Orders"
  - Annex 4 "Carrier's Remuneration";
  - Annex 5 "Information note on the processing of personal data"
  - Annex 6 "Diesel Index"
  - Annex 7 "Compensation procedure"
- 18.4. Any disputes arising out of or in connection with the Transport Order shall be settled amicably by the Parties through negotiations and, if no agreement is reached, by the competent court having jurisdiction at the Carrier's headquarters.
- 18.5. The Parties shall refrain from and shall not do anything that may damage or denigrate the image or name of the other Party, its associates and/or administrators and/or the trademarks owned or promoted by it.
- 18.6. By placing a Transport Order, the Customer confirms that it has read, understood and accepted all the clauses relating to its liability, as defined in the current General Terms and Conditions.

**Annex 1**  
**Additional Services**

1. The Carrier provides Additional Services which supplement or extend the Conditions of Transport Service.
2. The Additional Services form an integral part of the Conditions of Transport Service.
3. The Carrier may reject the order for the performance of any Additional Service without giving any reasons and without undertaking any liability to the Customer.

If the Carrier is liable to the Customer for compensation in respect of loss or damage resulting from non-performance or improper performance of the Additional Service, such compensation shall not exceed the fee due for the Additional Service to which the non-performance or improper performance relates.

**Detailed description of Additional Services**

TYPE OF TRANSPORT SERVICE	DESCRIPTION
<b>COD</b>  <i>Cash on delivery</i>	<p><b>Definition:</b> The Carrier will collect from the Consignee the specified amount of cash for the Shipment and will transfer it to the Customer, both operations being carried out exclusively by electronic means.</p> <p><b>Additional conditions:</b></p> <p>(a) The total amount of cash to be collected by Carrier from the Consignee for the Shipment delivered on the same day shall not exceed the amount being an equivalent of EURO 2,500 incl. VAT (irrespective of number of Shipments for the same Consignee) in local currency of delivery place. It's not allowed to order COD in respect to two or more separate Shipments designed for the same Consignee and for the same date of delivery if the total amount of cash to be collected from the Consignee exceeds the amount being an equivalent of EURO 2,500 in local currency of delivery place incl. VAT;</p> <p>(b) the Transport Order must include the amount to be collected from the Consignee;</p> <p>(c) the Customer must notify the Carrier about the bank account in the currency of the country of delivery place, to which the cash should be transferred; the notification must be in electronic form. The bank account referred to above shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>– it is kept at a bank having its headquarters in Bulgaria or at a branch of a foreign bank established in Bulgaria or in a cooperative savings and credit union having its headquarters in Bulgaria; and</li> <li>– it shall be disclosed within the Customer's data included in the list of VAT tax payers (the so-called white list).</li> </ul> <p>(c1) The Customer shall be liable and obliged to exonerate the Carrier from any liability, as well as to reimburse the Carrier for all documented damages, costs and expenses incurred by the Carrier as a result of non-performance or improper performance by the Customer of the obligation set out in letter (c) above. In particular, the Customer shall be liable for all costs resulting from taxes, interest, fees, fines or penalties paid by the Carrier in connection with the transfer of the collected amount to the Customer's bank account, which was not disclosed in the white list or does not meet other requirements set out in letter (c) above;</p> <p>(d) the Customer shall ensure that the Consignee has the necessary amount of cash to be collected by the Carrier according to COD.</p> <p>(e) the handover of the Shipment to the Consignee is subject to payment by the Consignee of the cash to be collected by the Carrier according COD. Should the Consignee refuse to pay the cash according COD, the Carrier may refrain from handing over the Shipment to the Consignee and may exercise other rights provided for in the law or in GT&amp;C;</p> <p>(f) the amount of cash collected from the Consignee shall be transferred to the indicated bank account within 10 Business Days as of collection of the cash from the Consignee;</p> <p>(g) the Carrier shall charge the Customer who ordered COD service for the cost of international bank transfer (in addition to remuneration for COD);</p> <p>(h) in case the Carrier hands over the Shipment to the Consignee but fails to perform the COD due to reasons for which the Carrier is responsible, the Customer shall be entitled to claim compensation from the Carrier not exceeding the amount of cash which should have been collected from the Consignee, provided that the Customer proves that respective amount is uncollectible and all legal and procedural actions have been exhausted.</p>
<b>ROP</b>	<p><b>Definition:</b> The Carrier will exchange with the Consignee and return to the Customer the</p>

<p><b>Exchange of pallets</b></p>	<p>EUR-pallets which have been delivered to the Consignee together with the Shipment.</p> <p><b>Additional conditions:</b></p> <p>(a) only EUR-pallets (i.e. flat, wooden pallets with dimensions 120 cm x 80 cm, meeting the requirements of UIC 435-2 Codex or its equivalent, legally labeled with EUR or EPAL trademark) are eligible for exchange and return;</p> <p>(b) the number of EUR-pallets to be exchanged and returned shall be declared by the Consignor in the Transport Document before the Shipment is handed over to the Carrier;</p> <p>(c) when picking-up the Shipment from the Consignor, the Carrier (driver) checks only the number of the pallets declared by the Consignor for exchange. The driver does not verify if the pallets are EUR-pallets and if they meet all requirements. The verification of the pallets declared for exchange is made by the Consignee who qualifies the pallets as EUR-pallets (eligible for exchange). However, the Carrier may refuse to carry out ROP service if it becomes evident that the pallets declared by the Consignor are not eligible for exchange and return (in particular if they are fake or incompatible);</p> <p>(d) the EUR-pallets are exchanged right after delivery of the Shipment to the Consignee; the exchange of EUR-pallets (i.e. number of EUR-pallets delivered to the Consignee and number of EUR-pallets exchanged by the Consignee) is evidenced in the Transport Document confirming delivery of the Shipment; lack of any entry concerning number of EUR-pallets exchanged by the Consignee shall mean that the Consignee has not exchanged any EUR-pallets;</p> <p>(e) the Carrier is obliged to return to the Customer not more than 80% of the EUR-pallets as previously exchanged by the Consignee during delivery of the Shipment and confirmed in the Transport Document;</p> <p>(f) the Carrier is not obliged to return to the Customer pallets which the Consignee refused to exchange (irrespective of the reason of such refusal) during delivery of the Shipment; the Carrier is not liable for the EUR-pallets which have not been exchanged by the Consignee. The Carrier is entitled to full remuneration for the ROP Service also in the event of the Consignee failure to exchange the EUR-pallets (including the Consignee offering non-exchangeable pallets). For the purposes of determining the remuneration for the ROP Service, the EUR-pallets that have not been exchanged by the Consignee are treated as exchanged.</p> <p>(g) the Customer shall ensure that the Consignee has the exact number of EUR-pallets to be exchanged for the EUR-pallets delivered with the Shipment; the Carrier may refuse to accept pallets from the Consignee if it becomes evident that the pallets exchanged by the Consignee are not eligible for exchange (in particular if they are fake or incompatible);</p> <p>(h) the Carrier prepares on a monthly basis a balance specifying the number of EUR-pallets to be returned by the Carrier. The balance is prepared incrementally, i.e. the number of pallets resulting from the balance for previous month (X-1) is included as in the balance for the current month (X). The balance of pallets for the current month is:</p> <ul style="list-style-type: none"> <li>– increased by the number of pallets exchanged by the Consignees during delivery of the Shipment that took place in the given month (according to Transport Documents);</li> <li>– decreased by the number of pallets returned by the Carrier to the Customer in the given month;</li> </ul> <p>The Carrier submits to the Customer the balance of pallets. The balance for the given month shall be final and binding unless the Customer raises objections within 7 days as of receiving the balance from the Carrier.</p> <p>The balance constitutes a basis for the Customer and for the Carrier to request the return of appropriate number EUR-pallets, subject to Clauses (i) and (j);</p> <p>(i) The Carrier returns EUR-pallets when collecting other Shipment or by way of dedicated deliveries of EUR-pallets; the Customer is obliged to confirm the number EUR-pallets returned by the Carrier;</p>
<p><b>ROD</b></p> <p><b>Electronic access to signed and scanned delivery documentation.</b></p> <p><b>*Service available in the</b></p>	<p><b>Definition:</b></p> <p>The Carrier will handle documents received from the Customer (in agreed way), and request the Consignee to confirm receipt of the Shipment on these documents (by signing and/or stamping) and provide the Customer with scan (electronic image) of the confirmed documents.</p>

<p><b>limited range in international distribution</b></p>	<p><b>Additional conditions:</b></p> <p>(a) all documents forwarded to the Carrier which ROD relates to, must be listed in the Transport Order;</p> <p>(b) each document which the ROD relates to, must be forwarded to the Carrier in one copy in accordance with the principle: 1 document = 1 pdf / tiff file;</p> <p>(c) Documents which are not subject to return (i.e. certificates, invoices, pallet receipts) should be placed inside the Shipment or forwarded to the Consignee using other communication channels;</p> <p>(d) the Carrier does not verify if the number and type of documents received from the Customer match those included by the Customer in the Transport Order;</p> <p>(e) The Carrier does not verify the content of the documents received from the Customer which the ROD relates to, and bears no responsibility for any loss or incompleteness of such. The Carrier does not interfere with the content or number of the documents;</p> <p>(f) the Carrier bears no responsibility for the content of documents which ROD relates to;</p> <p>(g) after being confirmed by the Consignee, the documents which ROD relates to will be scanned and then archived and stored by the Carrier (or by the external provider of storage services). Documents shall be stored for the period of 5 years following the year when ROD service was performed. After this period, documents shall be destroyed by the Carrier;</p> <p>(h) scans (electronic images) of documents confirmed by the Consignee will be made available for the Customer within 7 Business Days as of delivery of the Shipment, through myRaben.com website, in track&amp;trace module;</p>
<p><b>RODP</b> <b>Return of documents in physical format</b> <b>* Service available under limited conditions</b></p>	<p><b>Definition:</b> The Carrier will manage the documents received from the Customer (in the agreed manner) and will ask the Recipient to confirm receipt of the Consignment of goods on these documents (by signing and/or stamping) and provide the Customer with a copy of the confirmed documents, in physical format.</p> <p><b>Additional conditions:</b></p> <p>(a) all documents submitted to the Carrier to which the RODP refers must be listed in the Transport Order;</p> <p>(b) all documents that are subject to RODP must be affixed to the consignment of goods, before the goods are collected by the Carrier. They must be placed in a distinct packaging, which ensures their integrity and protection;</p> <p>(c) non-returnable documents (ie certificates, invoices, pallet receipts) must be placed inside the Consignment or sent to the Recipient using other communication channels;</p> <p>(d) The Carrier does not check whether the number and type of documents received from the Customer match those included by the Customer in the Transportation Order;</p> <p>(e) The Carrier does not verify the content of the documents received from the Customer referred to in the RODP and assumes no responsibility for their loss or incompleteness. The carrier does not interfere with the content or number of documents;</p> <p>(f) The Carrier bears no responsibility for the content of the documents referred to in the RODP;</p> <p>(g) The carrier will send the recipient, immediately after delivery, the documents that are the subject of the RODP. If the recipient refuses to return the confirmed documents immediately after delivery, the Carrier will note this on the delivery document and the service will be considered provided;</p> <p>After confirmation by the Consignee, the documents referred to by RODP will be centralized by the Carrier and sent to the customer cumulatively, for an entire month, in the first week of the following month.</p>
<p><b>ROC</b> <b>Return of bank checks or promissory notes</b> <b>* Service accessible under limited conditions</b></p>	<p><b>Definition:</b> The carrier will return to the Customer valuable documents (promissory notes or CEC slips) taken before the delivery of the goods to the recipient.</p> <p><b>Additional conditions:</b></p> <p>(a) The documents for which the ROC service was requested will be collected</p>

	<p>before the delivery of the consignments to the Recipient.</p> <p>(b) The documents will be made available to the Carrier in a distinct package that ensures the integrity and protection of the documents;</p> <p>(c) The Carrier will not check whether the number, type or value of the documents received from the Recipient coincide with those specified by the Customer in the Transport Order;</p> <p>(d) The Carrier will not verify the content of the documents received from the Recipient and will not assume responsibility for their incomplete completion;</p> <p>(e) The Carrier will not deliver the cargo if the Recipient refuses to provide the documents for which the ROC service was requested;</p> <p>The documents referred to by the ROC will be centralized by the Carrier and sent to the client weekly.</p>
<p><b>HUN</b></p> <p><i>The Carrier unloads the Shipment at the dedicated place of use</i></p>	<p><b>Definition:</b></p> <p>The Carrier will unload the Shipment from the vehicle and deliver it inside the Consignee's premises. If using additional equipment is impossible, the Shipment will be unloaded and delivered by the driver manually.</p> <p>If the Shipment is placed on pallets, the Consignee shall first inspect the apparent condition of the Shipment and its packaging in the presence of the driver, confirm the acceptance of the Shipment and unpack the Shipment in order to allow the driver to carry individual items of goods inside the Consignee's premises.</p> <p><b>Additional conditions:</b></p> <p>(a) Total gross mass of the Shipment cannot exceed 300 kg;</p> <p>(b) Gross mass of a single item of the goods inside the Shipment including packaging (e.g. carton, box or container) cannot exceed 30 kg;</p> <p>(c) The sum of the dimensions (height/width/length) of a single item of the goods inside the Shipment, including packaging, cannot exceed 300 cm;</p> <p>HUN does not apply to Shipments with dangerous goods (ADR goods) and goods requiring Controlled Temperature.</p>
<p><b>ADV</b></p> <p><i>Advice prior to delivery from Raben office</i></p>	<p><b>Definition:</b></p> <p>The Carrier will call or send an e-mail message to the Consignee and notify it about the expected day of delivery of the Shipment during Raben working hours.</p> <p><b>Additional conditions:</b></p> <p>(a) The Customer is obliged to provide the Carrier with a valid phone number and the name of the representative of the Consignee or e-mail address for the purpose of contacting the Consignee;</p> <p>(b) Shipment will be stopped for one Business Day to agree the date of delivery with the Consignee (the Delivery Time is prolonged by one Business Day);</p> <p>(c) The Consignee is allowed to agree the delivery day no later than 3 days after first possible delivery day;</p> <p>(d) The Consignee is not allowed to require the delivery at a certain time, which is an extra service that could be ordered by Customer only;</p> <p>ADV is not available for Shipments with customs goods and Shipments requiring Controlled Temperature.</p>
<p><b>ADV 3</b></p> <p><i>Advice on the Consignee's www platform provided by Raben</i></p>	<p><b>Definition:</b></p> <p>The Carrier will contact the Consignee before delivery of the Shipment by entering into the Consignee's IT system the necessary data/information about the expected time of delivery of the Shipment or type and size of the Shipment.</p> <p><b>Additional conditions:</b></p> <p>(a) ADV 3 availability is limited to certain destinations (places of delivery) only;</p> <p>(b) If the Carrier – due to the provision of ADV 3 Additional Service, is obliged to disclose information representing personal data, the Customer – as an entity on whose request data is disclosed, is solely responsible for the security of personal data processing within the Consignee's IT system.</p>

	(c) The Customer will indemnify the Carrier against any claims that will be addressed to the Carrier in connection with the Carrier entering data (including, in particular, personal data) into the Consignee's IT system.
<b>ADVPU</b> <i>Advice prior to picking-up from Raben office</i>	<p><b>Definition:</b> The Carrier will call the Consignor and agree on the first possible date of picking-up the Shipment.</p> <p><b>Additional conditions:</b> The Customer must include in the Transport Order a valid phone number for the purpose of contacting the Consignor, and the name of the representative of the Consignor.</p>
<b>RTS</b> <i>The Shipment is delivered within the time slots set by Raben</i>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee on a Business Day, during the time slots set by the Carrier with the Consignee.</p> <p><b>Additional conditions:</b> RTS availability is limited to certain destinations (places of delivery) only.</p>
<b>OTS</b> <i>The Shipment is delivered within the time slots set by Raben</i>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee within the 2 hours' time slot specified by the Customer in the Transport Order, between 12:00 and 22:00 on the first possible Business Day of the standard Delivery Time</p> <p><b>Additional conditions:</b> (a) OTS availability is limited to certain destinations (places of delivery) only; (b) the Customer must specify the time slot in the Transport Order; (c) OTS is not available for the Consignees who accept delivery of Shipment in pre-defined time slots; the fee for OTS shall be refunded to the Customer should the Carrier fail to deliver the Goods on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee; (d) Any complaints regarding OTS shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<b>CALL</b> <i>Call from Raben driver before delivery</i>	<p><b>Definition:</b> The Carrier (driver) will call the Consignee minimum 1 hour before delivery, on the day of planned delivery, and notify it about the expected time of delivery of the Shipment.</p> <p><b>Additional conditions:</b> The Customer must include in the Transport Order a valid phone number for the purpose of contacting the Consignee, and the name of the representative of the Consignee.</p>
<b>ND 08</b> <i>Delivery on the first day possible by 08.00 according to standard Delivery Time</i>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 8:00 on the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b> (a) Availability of ND 08 depends on the postal code of the place of delivery; (b) ND 08 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben; (c) ND 08 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature; (d) The fee for ND 08 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee; (e) Any complaints regarding ND 08 shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<b>ND 10</b> <i>Delivery on the first day possible by 10.00 according to standard Delivery Time</i>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 10:00 on the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b> (a) Availability of ND 10 depends on the postal code of the place of delivery;</p>

	<p>(b) ND 10 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) ND 10 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) The fee for ND 10 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p> <p>Any complaints regarding ND 10 shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<p><b>ND 12</b></p> <p><i>Delivery on the first day possible by 12.00 according to standard Delivery Time standard</i></p>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 12:00 on the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b></p> <p>(a) Availability of ND 12 depends on the postal code of the place of delivery;</p> <p>(b) ND 12 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) ND 12 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) The fee for ND 12 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p> <p>(e) Any complaints regarding ND 12 shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<p><b>ND 16</b></p> <p><i>Delivery on the first day possible by 16.00 according to standard Delivery Time</i></p>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 16:00 on the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b></p> <p>(a) Availability of ND 16 depends on the postal code of the place of delivery;</p> <p>(b) ND 16 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) ND 16 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) The fee for ND 16 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p> <p>(e) Any complaints regarding ND 16 shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<p><b>FIX</b></p> <p><i>Delivery on fixed day during working hours, no later than 3 days after standard Delivery Time</i></p>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer may specify as a day of delivery of the Shipment:</p> <p>(a) the first possible Business Day of the standard Delivery Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b></p> <p>(a) availability of FIX depends on the postal code of the place of delivery;</p> <p>(b) FIX is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) FIX is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) the fee for FIX shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p>

	<p>(e) any complaints regarding FIX shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<p><b>FIX 08</b> <i>Delivery on fixed day until 08:00, no later than 3 days after standard Delivery Time</i></p>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 8:00 on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer may specify as a day of delivery of the Shipment:</p> <p>(a) the first possible Business Day of the standard Delivery Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b></p> <p>(a) availability of FIX 08 depends on the postal code of the place of delivery;</p> <p>(b) FIX 08 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) FIX 08 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) the fee for FIX 08 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p> <p>(e) any complaints regarding FIX 08 shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</p>
<p><b>FIX 10</b> <i>Delivery on fixed day until 10:00, no later than 3 days after standard Delivery Time</i></p>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 10:00 on a Business Day specified by the Customer in the Transport Order.</p> <p>The Customer may specify as a day of delivery of the Shipment:</p> <p>(a) The first possible Business Day of the standard Delivery Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b></p> <p>(a) availability of FIX 10 depends on the postal code of the place of delivery;</p> <p>(b) FIX 10 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) FIX 10 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) the fee for FIX 10 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p> <p>(e) any complaints regarding FIX 10 shall be submitted to the local Customer Service within 5 Business Days from the delivery date</p>
<p><b>FIX 12</b> <i>Delivery on fixed day until 12:00, no later than 3 days after standard Delivery Time</i></p>	<p><b>Definition:</b> The Carrier will deliver the Shipment to the Consignee between 6:00 and 12:00 on a Business Day specified by the Customer in the Transport Order. The Customer may specify as a day of delivery of the Shipment:</p> <p>(a) the first possible Business Day of the standard Delivery Time; or</p> <p>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Delivery Time.</p> <p><b>Additional conditions:</b></p> <p>(a) availability of FIX 12 depends on the postal code of the place of delivery;</p> <p>(b) FIX 12 is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</p> <p>(c) FIX 12 is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</p> <p>(d) the fee for FIX 12 shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</p> <p>(e) any complaints regarding FIX 12 shall be submitted to the local Customer</p>

<b>EXACT</b>  <i>Delivery on exact day and time, no later than 3 days after standard Delivery Time</i>	<p>Service within 5 Business Days from the delivery date.</p> <p><b>Definition:</b> The Carrier will endeavour to deliver the Shipment to the Consignee on the Business Day &amp; time specified by the Customer in the Transport Order</p> <p>The Customer may specify as a day of delivery of the Shipment:</p> <ul style="list-style-type: none"><li>(a) the first possible Business Day of the standard Delivery Time; or</li><li>(b) a Business Day falling not later than 3 Business Days after the first possible Business Day of the standard Delivery Time.</li></ul> <p><b>Additional conditions:</b></p> <ul style="list-style-type: none"><li>(a) the actual time of delivery may vary +/- 30 minutes from the the time specified by the Customer;</li><li>(b) availability of EXACT depends on the postal code of the place of delivery;</li><li>(c) EXACT is not available for the Consignees who accept delivery of Shipment in pre-defined time slots for Raben;</li><li>(d) EXACT is not available for Shipments with customs goods and Shipments requiring Controlled Temperature;</li><li>(e) the fee for EXACT shall be refunded to the Customer should the Carrier fail to deliver the Shipment on time due to reasons other than Force Majeure or reasons attributable to the Customer, the Consignor or the Consignee;</li><li>(f) any complaints regarding EXACT shall be submitted to the local Customer Service within 5 Business Days from the delivery date.</li></ul>
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**Annex 2**  
**Excluded Goods**

1. weapons, ammunition, explosives;
2. dangerous goods according to European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), concluded in Geneva on 30 September 1957 (Journal of Laws 2011 r. Nr 110, poz. 641):
  - Class 1 - Explosive substances and articles;
  - Class 2 - Goods falling within the scope of provision CV36 (point 7.5.1. ADR – goods requiring open or ventilated vehicle during the transport);
  - Class 4.1 - Self-reactive substances which require controlled temperature (classification code SR2), Self-reactive substances which do not require controlled temperature type A and B;
  - Class 4.2 - Substances of Packing Group I (pyrophoric products);
  - Class 5.2 - Organic peroxides which require controlled temperature (classification code P2), Organic peroxides which do not require controlled temperature (classification code P1) type A and B
  - Class 6.2 Infectious substances;
  - Class 6.1. - Substances of Packing Group I insofar as the Goods are to be transported also by sea or by air;
  - Class 6.2 - Infectious substances;
  - Class 7 - Radioactive materials;
  - Class 8 - Un1790 Packing Group I (hydrofluoric acid)
  - Class 9 - Elevated temperature materials (classification codes M9 and M10);
  - Materials or substances excluded from transport in single packages, or elevated temperature materials or substances classified in classes other than class 9.
3. dry and liquid bulk goods;
4. alcoholic beverages;
5. tobacco products;
6. works of art;
7. precious stones and jewelry;
8. precious metals;
9. carbon black;
10. plants and animals;
11. securities;
12. corpse and human remains;
13. waste;
14. resettlement property;
15. goods especially prone to damage during road transport;
16. perishables, frozen goods and other goods which require Controlled Temperature to be kept in the standard system of groupage network (i.e. during transportation and reloading);
17. medical products;
18. goods which require specialized equipment and reloading;
19. goods which require the Carrier to have a special legal status and/or possess special permits, certificates, approvals and other administrative documents;
20. goods excluded from road transport pursuant to Applicable Law;
21. postal items/Shipments;
22. oversized goods if designed for groupage transport, i.e. goods exceeding any of the following maximum dimensions:
  - Weight – 1,200 kg;
  - Length – 2.4 m;
  - Height – 2.2 m.
23. heating fuels.

**Annex 3**  
**Placing Transport Orders**

1. The Transport Order shall be placed to the Carrier:
  - 1.1. via the application provided by the Carrier after prior registration and setting up an account by the Customer. Detailed instruction concerning registration is available on the Carrier's Website and at Carrier's customer service.
  - 1.2. in a form of an electronic data interchange (EDI) or in any other manner previously agreed with the Carrier.
2. In case it is impossible to place the Transport Order as set forth in Clause 1.1 or 1.2 above, it is acceptable to place the Transport Order via electronic mail or fax on a form available in the Carrier's office, in each Carrier's branch or on the Carrier's Website. Transport Orders placed via electronic mail or fax shall be sent to the applicable Carrier's branch – for the place of dispatching the Shipment or location (headquarters) of the Customer. A list of Carrier's branches and their e-mail addresses and fax numbers for placing Transport Orders, as well as territorial scope of the Carrier's branches are available on the Carrier's Website. The above-mentioned data are available also at each Carrier's branch. In the case of placing the Transport Order via electronic mail or fax, the confirmation of acceptance of such a Transport Order in order to be performed by the Carrier is mandatory. The confirmation of accepting the Transport Order shall be sent by the Carrier via electronic mail or fax to the address/number indicated in the content of the Transport Order. Lack of confirmation of accepting the Transport Order by the Carrier placed via electronic mail or fax shall mean that the Transport Order has not been accepted and the Contract of Carriage shall not be concluded.
3. Transport Orders shall be placed appropriately in advance:
  - 3.1. Transport Orders for Domestic Transport Service:
    - 3.1.1. by 12:00 on the Business Day when the picking-up of the Shipment from the Consignor is to take place - for cases when the place of picking-up the Shipment is within the territorial scope of the Carrier's branch ( ZONA 1 ) to which the Transport Order was placed;
    - 3.1.2. by 15:00 of the Business Day preceding the Business Day when the picking-up of the Shipment from the Consignor is to take place, in any other cases.
  - 3.2. Transport Orders for International Transport Service:
    - 3.2.1. Imports (Transport Orders for transport of the Shipment from abroad to Bulgaria): by 14:00 of the Business Day preceding the Business Day when the picking-up of the Shipment from the Consignor is to take place;
    - 3.2.2. Exports (Transport Orders for transport of the Shipment from Bulgaria to abroad):
      - 3.2.2.1. by 10:00 on the Business Day when the picking-up of the Shipment from the Consignor is to take place, for cases when the place of picking-up of the Shipment is within the territorial scope of the Carrier's branch ( ZONA 1 ) to which the Transport Order was placed;
      - 3.2.2.2. by 14:00 of the Business Day preceding the Business Day when the picking-up of the Shipment from the Consignor is to take place, in any other cases.
    - 3.2.3. Transits (Transport Order for transport of the Shipment outside the territory of Bulgaria): by 14:00 of the Business Day preceding the Business Day when the picking-up of the Shipment from the Consignor is to take place.
  - 3.3. Transport Orders for Domestic Transport Service concerning Goods Subject to Monitoring as well as Transport Orders for International Transport Service regarding transport of Goods Subject to Monitoring from Bulgaria to abroad (exports) shall be placed by **10:00** on the Business Day when the picking-up of the Shipment from the Consignor is to take place - for cases when the place of picking-up the Shipment is within the territorial scope of the Carrier's branch ( ZONA 1 ) to which the Transport Order was placed.
4. Transport Order placed after the time limits specified in Clause 3, shall be deemed to have been placed on the next Business Day.

**Annex no. 4**  
**Carrier's Remuneration**

**General provisions**

1. Carrier's Remuneration for rendering the service of road transport of Shipments and Additional Services shall be determined according to the following model:
  - 1.1. Step 1 - determining "Shipment weight" and "Length of the transport route" as parameters which are the base for the value of "Base price";
  - 1.2. Step 2 - determining "Base price";
  - 1.3. Step 3 - determining "Final price";
2. In situations justified by the special nature of the Shipment or special circumstances, requirements or conditions of rendering transport or an Additional Service, the Carrier can request an individually agreed remuneration for rendering such transport or an Additional Service - pursuant to rules other than those set forth herein. In such situations, the Carrier shall inform the Customer about the value of the requested remuneration prior to accepting a Transport Order. Acceptance and performance of a Transport Order shall depend on the Parties' prior agreement on the value of remuneration due to the Carrier.
3. The prices provided are net prices (i.e. excl. VAT) and they are expressed in BGN. The Carrier shall add the VAT tax according to the currently binding rates.
4. Remuneration and price rates for international transports expressed in EURO currency shall be recalculated into BGN according to the Euro currency sales exchange rate published by Bulgarian National Bank.
5. Remuneration for provided services shall be due to the Carrier by the Customer. If, pursuant to the provisions of the Contract of Carriage, the Terms and Conditions or binding legal regulations, the entity obligated to pay remuneration for services and other liabilities affecting the Goods is - apart from the Customer - also the Consignee, the liability of the Customer and the Consignee towards the Carrier for unpaid liabilities shall be joint and several. Any agreements between the Customer and the Consignee which concern the payment for services and any other liabilities affecting the Goods, and in particular those resulting from Incoterms, shall not be mandatory for the Carrier.

**Step 1 - determining "Shipment weight" and "Length of the transport route"**

6. "Shipment weight" is expressed in kilograms on the basis of the higher of the two parameters presented below:
  - 6.1. actual weight - understood as the Shipment weight including its transport packaging (a pallet, basket, etc.). The Customer shall provide the actual weight of each Transport Unit in the Transport Order.
  - 6.2. chargeable weight - understood as the highest weight determined using one of the following conversion factors:
    - 6.2.1. 1 cubic meter = 300 kg;
    - 6.2.2. 1 loading meter = 1,250 kg; the loading meter is calculated according to the following formula:  $1 \text{ loading meter} = (\text{surface area or the Shipment base in square meters divided by } 2.4) \text{ multiplied by } 1,250$

The Customer shall provide dimensions of each Transport Unit in the Transport Order. The Carrier reserves the right to verify Shipment parameters. In case of discrepancies, the base price for transport shall be calculated based on actual parameters.

7. "Length of the transport route" is expressed in kilometres based on a computer system used by the Carrier, which specifies distances between addresses. The program is updated depending in the changes of the road structure.

**Step 2 - determining the "Base price"**

8. The "Base Price" will be defined on the basis of "Shipment Weight" and "Length of the Transport Route", which values will be specified for individual Goods in accordance with the provisions of point II. Prices for international shipments are agreed individually.
9. "Base Prices" are due for the performance of transport by heavy goods vehicles with standard equipment, not suitable for maintaining special transport conditions. In particular, under "Base Prices" the Carrier does not guarantee the supply of a vehicle equipped with lifts and hydraulic ramps, suitable for maintaining Controlled Temperature, isothermal conditions, or for the transport of ADR dangerous goods etc.

**Step 3 - determining the "Final price"**

10. "Final price" for rendering the Transport Service shall be "Base price" modified by the following elements:
- 10.1. fuel adjustment;
  - 10.2. road surcharge;
  - 10.3. remuneration for additional services;
  - 10.4. fee for performing the transport in special conditions or for transport of special type of goods;
  - 10.5. additional costs.

**11. Fuel adjustment**

- 11.1 The amount of the fuel adjustment in a given month will be defined on the basis of Average wholesale diesel price  
[http://ec.europa.eu/energy/observatory/reports/latest\\_prices\\_with\\_taxes.pdf](http://ec.europa.eu/energy/observatory/reports/latest_prices_with_taxes.pdf)
- 11.2 Fuel adjustment means the increase or decrease of base tariffs depending on the price trends of diesel. Automatic price adjustment in case of a change of the average monthly wholesale price of diesel by 5% or the multiple of 5% (i.e. 5%, 10%, etc.) above or below the neutral price, shall increase or decrease the price by the fuel index which is 1.5% for domestic transport and 1% for international transport. The adjustment shall be mandatory for the whole following month.

The level of the index results from the share of fuel costs and may change together with the change in the cost structure.

- 11.3. **"Final prices"** for services agreed on the basis of **"Base prices"** corrected using the presented fuel adjustment procedure shall be used to calculate remuneration for services rendered in a calendar month following the calendar month for which the index of change of the average price of diesel has been specified.
- 11.4. Average prices of diesel in individual calendar months and their change index in relation to the base price of diesel are regularly published on the Carrier's website.
- 11.5. Determining the **"Final prices"** for providing services on the basis of **"Base prices"**, using the fuel adjustment procedure shall constitute a standard element of the model for calculating remuneration and shall not be regarded as a change of mandatory prices or concluded contracts.

**12. Road surcharge**

- 12.1. Road Surcharge is the additional payment for transport services on the roads, which are covered by the mandatory electronic toll payments and on fee-based concession motorways.
- 12.2. The value of the Road Surcharge is calculated in a way which reflects the costs related to the necessity of covering the electronic toll and payments for concession motorways, taking into account the structure of fleet used by Raben Group and the network of connections between the company terminals, as well as international and foreign terminals.
- 12.3. Road Surcharge shall be calculated separately for each transport.
- 12.4. Road Surcharge shall be the product of the Road Surcharge rate and the net Base Price. Road Surcharge shall be increased by the VAT tax.
- 12.5. The current value of Road Surcharge is published on the Carrier's website.

**13. Remuneration for Additional Services:**

- 13.1. Remuneration for Additional Services is determined on the basis of the individual offer or GT&C.

**14. Fees for performing transport in special conditions or for transport of special type of goods and other special fees**

- 14.1. The fees for performing transport in special conditions or for transport of special type of goods and other special fees is determined based on **Table 4** attached to this Annex.
- 14.2. Fees are calculated at the Base Price.
- 14.3. In situations where the shipment or service cannot be performed in the standard way and special circumstances arise, the Carrier's remuneration shall be agreed individually with the Customer.

**15. Indexation**

As of March 1<sup>st</sup> of each year during the term of the Contract of Carriage, the Carrier is entitled to change (index) the current base price tariffs by a percentage that will be published by the Carrier on the Carrier's website. The percentage by which the base price tariffs will be indexed will be published by the Carrier

at least 2 weeks in advance before the entry into force of the new base price tariffs. The types of costs taken into account by the Carrier as part of indexation, their share (weight) in indexation, the method of measuring the change in the level of these costs and the source of obtaining them are specified in **Table 5**.

**Table 4 for Annex 4**  
**“Carrier’s remuneration”**

The fees for performing the transport in special conditions or for transport of special type of goods and other special fees

Transport of dangerous ADR goods	the base price shall be increased by +20%
No electronic transmission of data	the BGN equivalent of EUR 5 per Shipment
Exceeding the weight of the pallet by more than 15%	the BGN equivalent of EUR 15 for each 100 kg
Surcharge for the second attempt to deliver the goods to the Consignee if the first attempt to deliver failed for reasons not attributable to the Carrier	the base price shall be increased by +30%
Delay in loading the Goods for reasons attributable to the Consignor	the base price shall be increased by 10%
Delay in unloading the Goods for reasons attributable to the Consignee limited to 30 min.	the base price shall be increased by 10%
Delay in FTL / LTL shipment in case of delay by customer is charged by demurrage fee limited to 30 min.	The base price is 250 EUR after 24 hours of placing the trailer for loading or unloading for each started day.
Cargo insurance	the BGN equivalent of EUR 10 per Shipment (additionally, the Customer shall bear the cost of insurance premium which shall be determined on individual basis by the insurer)
Domestic Transport Service with respect to Shipments containing Goods Subject to Monitoring	the BGN equivalent of EUR 5 per Shipment
International Transport Service with respect to Shipments containing Goods Subject to Monitoring	EUR 5 per Shipment

**Table 5 for Annex 4**  
**“Carrier’s Remuneration”**

Cost factors having impact on the base price	Percentage value	Index	Source
Fuel – to be indexed through fuel adjustment	40%	Wholesale price of diesel	<a href="http://ec.europa.eu/energy/observatory/reports/latest_prices_with_taxes.pdf">http://ec.europa.eu/energy/observatory/reports/latest_prices_with_taxes.pdf</a>
Salaries – indexed on a yearly basis	35%	The average salary in the sector of enterprises (without awards payable from profit)	<a href="https://www.nsi.bg/bg">https://www.nsi.bg/bg</a>
EURO exchange rate – indexed on a yearly basis	5%	Average EURO/BGN exchange rate according to BNB	<a href="https://www.bnb.bg/">https://www.bnb.bg/</a>

Inflation – indexed on a yearly basis	20%	Cumulated inflation for the preceding 12 months	<a href="https://www.nsi.bg/bg">https://www.nsi.bg/bg</a>
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## ANNEX NO. 5

### Information note on the processing of personal data

**Raben Logistics Bulgaria Ltd.** with registered office in Bulgaria, Sofia 1000, 8 Tsar Kaloyan Street, floor 2, registered with Trade Register under UIC 205825065, (hereinafter referred to as “Raben”), as an independent personal data controller, informs you of the following:

#### Art. 1 Personal data and the basis for their processing

1.1 In order to provide the services under the Contract or Transport Order and to provide and organise the related logistical services, at the request and in the interest of your Company, Raben processes the following personal data under the Contract or Transport Order:

- a. contact details, names and surnames of the administrators, legal or contractual representatives and/or employees of your Company who are in charge of the performance of the Contract;
- b. contact data, names and surnames of the Consignees/employees of the Consignees indicated by the Parties under the Contract or Transport Order;
- c. the contact details of the Consignors/employees of the Consignors, agreed by the Parties under the Contract, if they are entities other than the Customer;
- d. number and series of driving licence, in special cases number and series of identity documents; data on the existence or absence of previous convictions according to the criminal record, of the driver operating the transport and/or of the persons auxiliary to the transport, in special cases (e.g.: transport under Military Unit regime).

1.2 Personal data are processed by Raben for the purpose mentioned in Article 1.1 above, in order to conclude and perform the Service Contract or Transport Order. Without this personal data and information, Raben would not be able to start and carry out the contracted services properly.

1.3 Personal data processed by Raben in accordance with the above may be disclosed to Raben's carefully selected contractual partners and only for the purpose of the performance of the Contract or Transport Order, as detailed in Article 3. In this regard, the Customer is not entitled to use data shared by the controller for any other purpose than for the purpose of monitoring the status and manner of performance of the services performed by Raben under the Contract or Transport Order.

1.4 You have the obligation to inform your employees, agents and representatives about the provision of their personal data to Raben for the purpose of negotiation and implementation of the main Contract, in fulfilment of the obligations in Articles 13 and 14 of the GDPR.

#### Art. 2 Duration of processing of personal data

2.1 The Parties will keep the personal data processed under the Contract or Transport Order for the period of time necessary to comply with the contractual obligations undertaken plus a period of no more than 3 years from the date of its termination, or for a period equal to the period established by the requirements of financial and accounting legislation, as the case may be.

#### Art. 3 To whom data may be disclosed

- i. Personal data transmitted to Raben may be transmitted to and processed by authorized persons within the Group, as well as by our trusted partners, for the purpose of providing the services to you.

When we outsource certain activities to our trusted partners, we make all reasonable efforts to verify in advance that they ensure the protection of your data through strict data security measures. We will enter into data processing contracts with each of them.

- ii. Transmission of data to public authorities and institutions, judicial bodies or insurers

We may transmit some of Your personal data to the relevant public authorities or institutions when required to do so by law (e.g. investigation of fraud; prevention of money laundering; filing of returns, financial statements with tax authorities, etc.) or we may transmit this data to the courts when defending ourselves in court, or to insurance companies to provide our services on a routine basis or to recover certain benefits to which we are entitled.

- iii. Access to auditors and consultants

We may disclose some of Your personal information to providers of accounting, legal, human resources, auditing, banking services.

#### Art. 4 Obligations

4.1 We undertake to protect personal data adequately and using appropriate technical and organisational means so as to ensure adequate protection of such data in accordance with the GDPR and any other applicable legal provisions. We have implemented and maintain reasonable technical and organisational measures and means appropriate to the risks involved in processing personal data.

#### Art. 5 Confidentiality of Personal Data

5.1 Personal data represent confidential information. We will ensure that persons who have access to personal data keep both personal data and processing methods confidential. The obligation of confidentiality will continue to apply after the termination of the cooperation between the Parties under the Contract or Transport Order.

#### Art. 6 Transfer to third countries

6.1 Our authorized representatives as well as specific service providers (IT, accounting, debt collection, legal) may have access to Your data. As a rule, we only process data to countries in the European Union or the European Economic Area. However, it is possible that your data may be transferred to controllers outside the European Economic Area EEA. Countries outside the EEA may not offer a level of protection of personal data similar to the protection offered in EEA countries. In the event of such international transfers, Raben Group will make every effort to ensure that such a transfer will not lead to a reduction in the level of protection of Your data, as ensured by EEA countries law. In the event of such international transfers, we will also ensure that such transfers are carried out under standard contractual clauses approved by the European Commission. For further details on data transfers outside the EEA, please contact our Data Protection Officer.

### ANNEX NO. 6 DIESEL INDEX

For domestic transport, Raben Logistics Bulgaria Ltd. reserves the right to automatically introduce a price adjustment in the event of a change in the average monthly price of liquid fuel by 5% or a multiple of 5% (i.e. 5%, 10%, etc.) above or below the base quotation for the entire following month. In such a case, your binding quotations will be raised or lowered by the fuel quotation. The level of the quotation results from the presence of fuel costs and may change, together with a change in the costs structure.

The reference price announced by the European Union will be taken into consideration, which is public information available on the website:

[http://ec.europa.eu/energy/observatory/reports/latest\\_prices\\_with\\_taxes.pdf](http://ec.europa.eu/energy/observatory/reports/latest_prices_with_taxes.pdf)

**Table of changes in prices of domestic transport services according to changes in average monthly diesel prices**

Gross price		Net price ( without VAT)		
From EUR gross price/1L	To EUR gross price/1L	From EUR net price/1L	To EUR net price/1L	DAF %
0.7254	0.7812	0.6045	0.6510	-9.00%
0.7813	0.8370	0.6511	0.6975	-7.50%
0.8371	0.8928	0.6976	0.7440	-6.00%
0.8929	0.9486	0.7441	0.7905	-4.50%
0.9487	1.0044	0.7906	0.8370	-3.00%
1.0045	1.0602	0.8371	0.8835	-1.50%
1.0603	1.1159	0.8836	0.9300	0.00%
1.1160	1.1160	0.9300	0.9300	0.00%
1.1160	1.1717	0.9300	0.9764	0.00%
1.1718	1.2275	0.9765	1.0229	1.50%
1.2276	1.2833	1.0230	1.0694	3.00%
1.2834	1.3391	1.0695	1.1159	4.50%
1.3392	1.3949	1.1160	1.1624	6.00%

1.3950	1.4507	1.1625	1.2089	7.50%
1.4508	1.5065	1.2090	1.2554	9.00%
1.5066	1.5623	1.2555	1.3019	10.50%
1.5624	1.6181	1.3020	1.3484	12.00%
1.6182	1.6739	1.3485	1.3949	13.50%
1.6740	1.7297	1.3950	1.4414	15.00%
1.7298	1.7855	1.4415	1.4879	16.50%
1.7856	1.8413	1.4880	1.5344	18.00%
1.8414	1.8971	1.5345	1.5809	19.50%
1.8972	1.9530	1.5810	1.6275	21.00%

#### ANNEX no. 7

### COMPENSATION PROCEDURE

**Art. 1.** In the event of damage to the goods or partial or total shortage, the Customer must notify the contact person responsible for the Transport Orders in writing within 24 hours of receipt of the goods for apparent defects, and within 7 Business Days for hidden defects.

**Art. 2.** Any complaint made after this deadline cannot be taken into consideration.

**Art. 3.** The complaint must also be registered from the myRaben application via the myClaim option and must be accompanied by all the necessary documents concerning the damage that has occurred.

**Art. 4.** If the claim has been submitted by an unauthorized person, the claim does not meet the conditions as specified in Article 7 the Carrier shall require the Customer to correct or complete the claim accordingly within maximum 14 days from the date of transmission of such claim to the person who submitted the claim, under penalty of leaving such claim unresolved.

**Art. 5.** If the goods are damaged or missing, the person receiving the goods must draft damage Minutes or report. Any irregularities found during the collection or receipt of the goods must be made in writing on the proof of delivery document (POD). It is also necessary to take photos whenever irregularities are observed, including in the distribution car. The damage report should also state the amount of damage/loss (quantity and type of damage/goods lost).

**Art. 6.** The Customer has the possibility to appoint a damage inspector at its own expense.

**Art. 7.** Care must be taken to minimise the loss or damage and to avoid aggravation of the damage. If the damaged goods can still be reused in any way, then the Customer is obliged to reduce the value of the damage by the recoverable amount.

**Art. 8.** The claim shall be accompanied by the following documents:

- ✓ The Customer's written complaint;
- ✓ Transport Order;
- ✓ Collection note (if any);
- ✓ Transport document;
- ✓ Damage Minutes or any other document specifying the extent and nature of the damage to the Shipment;
- ✓ a document proving the value of the Shipment (purchase invoice, inventory note, production cost calculation, etc.);
- ✓ a document certifying the gross weight of the missing or damaged Shipment;
- ✓ information whether the Shipment has been insured (cargo insurance) and whether the damage has been settled by the insurer;
- ✓ Photographs, as conclusive as possible, of the damaged goods;
- ✓ Other documents if applicable (e.g. proof of destruction of goods, etc.);
- ✓ information about the Customer's bank account to which the compensation is to be paid.
- ✓ the claim shall also include any other information and documents required by Applicable Law.

**Art. 9. The Carrier or insurer** (depending on the situation) may request additional documents and other information necessary for the examination of the complaint.

**Art. 10.** Raben's representative will make every effort to respond to your complaint within 30 days of receiving the complete set of documents. In exceptional cases the settlement term may be extended depending on the parties involved in the damage occurred.

**Art. 11.** If it is proved that the Carrier is responsible for the damage/loss, then the rate of compensation to be applied in the case of domestic transport may be a maximum of USD 2.5 per damaged/missing kg, depending on the supporting documents proving the amount of damage.

**Art. 12.** For international transport the rate of compensation is of EURO 10/kg based on the value of the damaged part and taking into account the supporting documents concerning the value claimed.

**Art. 13.** Complaints shall be reviewed on the basis of the Contract or Transport Order between the Parties and the CMR Convention.

**Art. 14.** The person who lodged the claim is obliged to keep the Shipment in its original condition until the conclusion of the proceedings regarding the claim processed by the Carrier and to provide the Carrier the compensated goods.