NEW CARGO Ltd.
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1172 Sofia, Bulgaria
Tel.: +359 9670070
E-mail: info@newcargo.eu
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GENERAL TERMS AND CONDITIONS (GTC) FOR THE PERFORMANCE OF TRANSPORT SERVICES APPLICABLE TO THE CARRIERS / SUBCONTRACTORS OF „NEW CARGO“ LTD

These General Terms and Conditions (GTC) constitute an integral part of all transport orders issued by **NEW CARGO LTD**, Unified Identification Code (EIK): 203252108 (hereinafter referred to as the **"FORWARDER"**) to carriers/subcontractors (hereinafter referred to as the **"CARRIERS"**) and shall be deemed agreed between the parties upon the acceptance of the transport order for execution.

DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms and definitions shall have the meanings ascribed to them hereinbelow:

- **"FORWARDER"** means **NEW CARGO LTD**, VAT: BG203252108, city of Sofia, post code 1172, 120, Tintyava Str., Entrance V, Office No. 38, represented by its Managers Mr. Daniel Stefanov Ivanov and Mrs. Boryana Svilenova Ivanova. Within the scope of these GTC, the meaning of the term "FORWARDER" shall not be limited exclusively to the definitions contained in the provisions of the Commerce Act regulating forwarding and transport contracts.
- **"CARRIER"** means the contractor/subcontractor hired or engaged by the FORWARDER by means of a transport order to perform the transactions and services organized by the FORWARDER.
- **"CLIENT"** or **"PRINCIPAL"** means the natural or legal person that has commissioned the FORWARDER with the organization/performance of the transport of the GOODS/CARGO.
- **"OWNER"** means the natural or legal person holding the right of ownership over the GOODS/CARGO at the time of the transport performance.
- **"SHIPPER"** means the natural or legal person that is to load the GOODS at the place of loading.
- **"GOODS"** or **"CARGO"** means the object of the transport services performed by the CARRIER under these GTC, which also includes any packaging, container, or equipment for protecting the cargo during its transport, loading, or unloading.
- **"FTL ORDER"** (Full Truck Load) means a transport order commissioning the carriage of goods that occupy the entire cargo compartment of the vehicle, or a partial cargo occupying the entire cargo compartment.
- **"LTL ORDER"** (Less than Truck Load) means a transport order commissioning the carriage of goods that do not occupy the entire space of the cargo compartment.

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- **"TRANSPORT UNITS"** mean trucks, trailers, and semi-trailers, containers, wagons, tanks, and all other equipment specially designed for the carriage of cargo by land, water, or air.
- **"DANGEROUS GOODS"** means any CARGO/GOODS whose storage, handling, or transport is regulated as hazardous by the legislation of the country of the SHIPPER, the CONSIGNEE, or the country through which the CARGO/GOODS passes, as well as by the applicable international regulations.
- **"HANDLING"** means the physical operations organized and/or performed by the FORWARDER or its subcontractor on the CARGO/GOODS, including but not limited to: unloading, loading, stacking, securing, packaging, counting, weighing, etc.
- **"INSTRUCTIONS"** mean all written requirements specified by the CLIENT to the FORWARDER, which the FORWARDER has accepted for execution.
- **"TRANSPORT DOCUMENTATION"** means any document issued in the name and for the account of the FORWARDER related to the transport, storage, or handling of GOODS/CARGO, including consignment notes, bills of loading, warehouse receipts, or any other transport document.

I. SUBJECT MATTER AND SCOPE

1. These GTC regulate the rights and obligations of the parties in the performance of transport services and related transactions concluded between the FORWARDER and the CARRIER.

2. These GTC shall apply if the aforementioned transactions and services are carried out in one of the following ways:
   - For remuneration or free of charge;
   - By express or implied agreement or assignment;
   - As a separate service or as part of another service;
   - As commissioned by the SHIPPER, the CONSIGNEE, or other interested parties.

3. All activities and services performed by the CARRIER as assigned by the FORWARDER, as well as the contracts concluded and documents signed between them, shall be subject to these GTC and the applicable mandatory legal norms, including the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Customs Convention on the International Transport of Goods Under Cover of TIR Carnets (TIR), and the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (where applicable), with all rights and obligations arising therefrom, including claims, unless the parties have expressly agreed otherwise in writing. For matters not covered by the aforementioned acts, Bulgarian law shall apply. The CARRIER unconditionally accepts that upon each assignment of a given activity by the FORWARDER, regardless of the method of assignment, they enter into a contract with the FORWARDER, of which these GTC form an integral part.

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II. PERFORMANCE OF THE CONTRACT

4. The contract assigned by the FORWARDER to the CARRIER shall be deemed performed when the GOODS to be delivered to the CONSIGNEE are accepted either by the CONSIGNEE personally or by their representative.

5. If the CARGO is not delivered on the agreed date, the performance of the contract cannot take place, unless the CONSIGNEE accepts the CARGO fully or partially.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

6. In the performance of the activities and related transactions subject to these GTC, the FORWARDER may act in its capacity as:
   - **PROXY / AGENT**, in which case the FORWARDER acts in the name and for the account of the CLIENT and/or the OWNER and shall be liable only for its own culpable conduct in the execution of its powers;
   - **COMMISSION AGENT**, in which case the FORWARDER acts in its own name but for the account of the CLIENT and/or the OWNER;
   - **OPERATOR**, in which case the FORWARDER acts in its own name and for its own account.

7. The party performing the transport is obliged to accept the written transport order sent to them prior to the loading of the goods. In the absence of such written confirmation, the loading of the goods and the departure of the transport vehicle from the loading address to the unloading address shall be deemed as acceptance of the terms specified in the sent transport order.

8. If within 1 (one) hour after receipt the sent transport order is not rejected by the CARRIER in writing with due justification, it shall be deemed accepted. In the event of rejection of the order later than 1 (one) hour after its receipt and in case of non-performance of the transport, the CARRIER shall owe a penalty in the amount of the actual damage caused in accordance with the Obligations and Contracts Act, but not less than EUR 500 for each vehicle ordered for loading. In the event of wilful misconduct, fraud, failure to appear at loading address, or cancellation of the transport after loading, the liability for damages caused shall not be limited to the terms of the CMR Convention but shall extend to the actual and proven damages suffered.

9. By accepting the order, the CARRIER undertakes to execute it in accordance with the terms and deadlines of the order, the instructions of the FORWARDER, and these GTC. Upon acceptance of the order, the CARRIER undertakes to send the same to the FORWARDER by fax or email, signed by a duly authorized

representative of the CARRIER, and within two days of its acceptance—the original copy to the address of the FORWARDER. In the event that the CARRIER fails to provide a TRANSPORT UNIT at the loading

address within the deadline specified in the order, this shall be considered a delay and shall be penalized in accordance with these GTC. Without prejudice to any other rights provided herein, if the CARRIER fails to provide a TRANSPORT UNIT at the loading address within the deadline specified in the order, the FORWARDER shall have the right to terminate the transport contract at any time after the delay occurs, with immediate effect, and to claim a penalty in the amount of EUR 500 (five hundred euros). The FORWARDER has the right, at any time prior to loading, to cancel the order by giving written notice to the CARRIER. If the FORWARDER cancels the order before the actual day scheduled for loading, it shall not be held liable to the CARRIER for the consequences of the cancellation. If the order is cancelled on the day of loading, the FORWARDER's liability shall be limited solely to the payment of the expenses actually incurred and duly proven by the CARRIER (lost profits shall not be indemnified).

10. The transport order shall also be deemed accepted, and the aforementioned terms and obligations shall be deemed agreed upon by the communication of the vehicle's registration numbers. A change in the vehicle registration numbers shall not affect the validity and effect of the transport order sent. In the event of a change in the registration number, NEW CARGO LTD must be notified and provided with a valid Carrier's Liability Insurance (CMR) that complies with the conditions of these GTC.

11. The transport order may also be confirmed electronically, but its terms cannot be modified unless there is written consent from both parties to that effect.

12. The CARRIER must comply with and always adhere to the laws and regulations of the countries through which the transport is performed.

13. The FORWARDER has the right to monitor at any time the performance of the assigned transport service, to receive up-to-date information regarding the geographical location of the TRANSPORT UNIT with the GOODS, regarding any deviations from the transport performance schedules and anticipated delays during loading/unloading, to modify the CARRIER's route during the transport, to give instructions to the CARRIER if necessary, as well as to co-load additional GOODS into the TRANSPORT UNITS used by the CARRIER against additional payment.

14. The CARRIER shall conduct its business in a manner that is both lawful and compliant with professional industry standards and shall maintain a safe working system in accordance with the guidelines of such laws and regulations. The CARRIER undertakes to familiarize the driver and give them detailed instructions for performing safe and secure transport in accordance with these GTC.

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15. The CARRIER shall provide a vehicle which is roadworthy, technically suitable and fully fit for the performance of the contracted carriage. In the case of temperature-controlled transport, the vehicle shall be equipped with a fully operational refrigeration unit and a functioning temperature recording device (thermograph), where required by applicable law or by the transport order.
The vehicle shall be equipped with all documents, permits, communication devices and technical equipment necessary for the proper performance of the transport operation, including GPS tracking equipment, a mobile telephone or equivalent communication technology, enabling reliable and continuous communication regarding the status and progress of the transport.
The vehicle shall have a clean, dry and structurally sound loading floor, a clean, dry and odour-free cargo compartment and, where applicable, a serviceable tarpaulin. The vehicle shall have sufficient payload capacity to accommodate the declared cargo weight together with an additional 3.5 tons where loading is carried out by forklift truck.
Unless otherwise specified in the transport order, the vehicle shall be equipped with, as a minimum:
    - ✓ fifteen (15) serviceable cargo securing straps;
    - ✓ at least two (2) aluminum bracing bars;
    - ✓ at least two (2) cargo securing bars;
    - ✓ anti-slip mats;
    - ✓ edge protectors;
    - ✓ customs sealing cord;
    - ✓ sturdy stanchions and bracing boards;

    and all other equipment reasonably required to ensure the safe carriage and securing of the Goods.
    The CARRIER shall provide any additional equipment expressly required under the transport order. Where no specific equipment requirement is stated, the CARRIER shall provide all equipment reasonably necessary having regard to the nature of the Goods and the transport conditions specified in the transport order.
    The CARRIER warrants that all vehicles, technical equipment, cargo securing devices, auxiliary equipment, warning devices, protective equipment, recording and monitoring devices, structures and materials used in connection with the transport services are maintained in good technical condition, are suitable for their intended purpose and comply with all applicable laws and regulations in the countries of loading, unloading and transit.
    If, upon arrival at the loading point, the vehicle is not equipped with the cargo securing equipment required by the transport order, including but not limited to securing straps, edge protectors, bracing bars or anti-slip mats, the CARRIER shall immediately notify the FORWARDER and shall, at its own expense and without delay, procure the necessary equipment from the nearest available supplier.
    Where any required equipment is supplied by the loading facility, all related costs shall be borne by the CARRIER. Any amounts paid by the FORWARDER in connection therewith shall be recoverable from the CARRIER and may be deducted from any sums due or becoming due to the CARRIER. If no such sums are due, the CARRIER shall reimburse the FORWARDER immediately upon demand.

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The CARRIER shall promptly notify the FORWARDER whenever cargo securing equipment supplied by the loading facility has been used.
Where pallet exchange is required, the exchange shall be evidenced either in the CMR consignment note by signatures and stamps of both the loading and unloading facilities or in a separate document acceptable to the FORWARDER. The CARRIER shall provide such documentation to the FORWARDER upon request.
The CARRIER shall be responsible for returning all exchange pallets. Failure to do so shall render the CARRIER liable for all resulting losses, costs, expenses and damages incurred by the FORWARDER. Any pallet charges, compensation payments or similar amounts subsequently imposed upon the FORWARDER shall be recoverable from the CARRIER and may be deducted from any sums payable to the CARRIER under this or any other transport order.
Whilst present at any loading, unloading or other operational site, the driver should wear all personal protective equipment ("PPE") required by applicable law and by the rules of the relevant facility, including, where required, safety helmets, protective eyewear, hearing protection, safety footwear, protective gloves and high-visibility clothing. The driver shall comply fully with all health and safety requirements and internal regulations applicable at the relevant facility.
The CARRIER shall be liable for all losses, damage, costs, liabilities, penalties and claims suffered or incurred by the FORWARDER as a result of any breach of the obligations set out in this Clause.
Where the vehicle is not equipped in accordance with the transport order, or is otherwise not in proper technical condition, the vehicle shall be deemed not to have been duly presented for loading, and any resulting delay shall be treated as a delay attributable to the CARRIER.

16. The CARRIER is obliged to fulfil the order using its own vehicles. The use of subcontractors is permitted only with the prior express written consent of the FORWARDER. In the event of non-compliance with this condition, the CARRIER shall be liable to pay a contractual penalty of EUR 1,000 (one thousand euros) for each separate breach.

17. No loading and/or transshipment of the goods into a truck/trailer other than those previously declared is permitted without the express prior written confirmation of the FORWARDER. Otherwise, the CARRIER shall owe a penalty of EUR 500 (five hundred euros) for each specific violation of this obligation.

18. The CARRIER shall maintain throughout the performance of the transport services a valid Carrier's Liability Insurance policy covering its liability under the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention). Such insurance shall provide cover of not less than 8.33 SDR per kilogram of gross weight of the Goods lost or damaged and shall include cover for liability arising under Article 29 of the CMR Convention. In any event, the policy limit shall not be less than EUR 250,000 (two hundred and fifty thousand euros) per claim. The CARRIER shall also hold all licenses, authorizations, permits and other documents required for the lawful performance of international road transport operations. Upon request by the FORWARDER, the CARRIER shall

immediately provide copies of its insurance policy, insurance certificate, premium payment evidence and any other documents reasonably required to verify the validity, scope and extent of the insurance cover.
The CARRIER warrants that such insurance shall remain valid and in force throughout the entire period of performance of the transport order. If the CARRIER fails to maintain valid Carrier's Liability Insurance

as required under this Agreement, the FORWARDER shall be entitled, at its sole discretion and without liability for compensation, damages or penalty, to withdraw, suspend or terminate the transport order with immediate effect. In addition, where the CARRIER does not maintain valid Carrier's Liability Insurance at the time the transport order is issued, the FORWARDER shall be entitled:

a. prior to commencement of the carriage, to procure equivalent Carrier's Liability Insurance on behalf of the CARRIER through an insurer selected by the FORWARDER, at the CARRIER's expense; or

b. after commencement of the carriage, to procure cargo insurance covering the Goods through an insurer selected by the FORWARDER, at the CARRIER's expense.

Any insurance premiums, fees, charges or related costs incurred by the FORWARDER pursuant to this Clause shall constitute a debt immediately due and payable by the CARRIER and may be deducted or set off against any sums due or becoming due to the CARRIER under this or any other transport order. Where the value of the Goods exceeds the available insurance cover, or where the CARRIER becomes aware of any circumstance that may result in insufficient insurance coverage for the transport concerned, the CARRIER shall immediately notify the FORWARDER in writing and shall not commence or continue the carriage without the FORWARDER's prior written instructions.
The CARRIER shall remain fully liable for any loss, damage, liability, cost or expense not indemnified by its insurance for any reason whatsoever.

19. The CARRIER shall be responsible for the safe custody, protection and preservation of the Goods from the time they are taken over for carriage until their delivery to the consignee. The CARRIER shall exercise all reasonable care, skill and diligence expected of a professional road carrier and shall take all necessary measures to prevent loss of, damage to, contamination of, and deterioration of or unauthorized access to the Goods. The CARRIER shall ensure that the Goods are transported in a vehicle suitable for the nature and characteristics of the Goods and complying with all applicable technical, safety, sanitary and regulatory requirements necessary to maintain the Goods in the condition in which they were received. The CARRIER shall be liable for any loss, damage, contamination, deterioration or reduction in the quantity or quality of the Goods occurring during the period in which the Goods are in its custody, except to the extent that the CARRIER is relieved of liability under the mandatory provisions of the CMR Convention.

20. The CARRIER is obliged to obtain and maintain all necessary permits, road tolls, and visas required under the relevant applicable provisions in the respective legislations for performing the transport from the place of loading to the place of unloading, as well as for transiting through transit countries, including all

labor and social regulations related to the driver, applicable foreign laws, or mandatory provisions, such as those regarding minimum wage, etc. The CARRIER shall be responsible for the fulfillment of this obligation by all its subcontractors as well. Otherwise, the CARRIER shall be held liable for all damage suffered, but at the very least, for each violation, the CARRIER shall pay the FORWARDER a penalty in the amount of EUR 5,000 (five thousand euros), which shall be due and payable immediately. The CARRIER undertakes to provide, upon request by the FORWARDER, all requested documents regarding the hourly

wage paid by the CARRIER to each of its workers/employees performing activities or providing labor on the territory of the Federal Republic of Germany. Such documents may include payment orders, a declaration from the worker/employee stating that they have received a wage that is at least equal to the minimum wage under MiLoG, or an express confirmation from the CARRIER's accountant proving that the CARRIER has compliance with applicable posting of workers legislation, including IMI declarations, where required.

21. In cases where the engagement of the entire vehicle has been agreed, co-loading the vehicle with any cargo other than that described in the order is prohibited, unless the FORWARDER has subsequently given written instructions for co-loading. In case of non-compliance with this agreement, the CARRIER shall owe a penalty on the amount of the agreed freight for each separate violation.

22. The CARRIER undertakes not to accept second-hand goods, goods for exhibitions and fairs, goods in non-conventional packaging, non-palletized boxes, and goods under customs control without the prior express written permission of the FORWARDER.

23. The driver of the vehicle must be present during the entire time of loading and unloading of the cargo accepted for transport, monitor the integrity of the packaging and their exact number, secure the cargo in an appropriate manner that prevents damage, comply with traffic rules in all countries through which they transit, refrain from staying at unauthorized, unlit, unfenced, and/or unguarded locations without access control, be instructed on all requirements of the transport order, monitor the conformity of the loaded cargo with the CMR consignment note, ensure the stamping of the EUR.1 Certificate of Origin and the invoice for the incoming customs office, as well as the presence and conformity of all other necessary documents. When the CARRIER does not possess the necessary means to verify the aforementioned data, it shall enter reservations in the CMR consignment note, which must be justified, and shall notify NEW CARGO LTD.

24. During transport, the driver with the vehicle combination is not permitted to leave the European Union without the prior express written consent of the FORWARDER, and the CARRIER shall be held liable for all events that may cause shortage of or damage to the CARGO, delays, or penalties imposed on the FORWARDER.

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25. In the case of refrigerated transport (under temperature-controlled conditions), the driver must ensure that the temperature inside the trailer matches the temperature requested in the Order prior to loading the goods, check whether the goods are properly tempered/pre-cooled before loading, and monitor the temperature throughout the entire transit. The carrier is obliged to immediately inform the FORWARDER in writing or via email if they find that the goods have not been properly tempered by the shipper. The temperature must be checked during loading, as well as controlled and maintained in accordance with the requirements of the order throughout the entire journey until delivery to the final destination. In the event that the CARRIER fails to fulfill these obligations, it shall be held liable for all damage suffered by the FORWARDER, including, but not limited to, damages caused by malfunctions of the equipment used (regardless of its ownership), weather conditions, etc.

26. When transporting cargo under temperature-controlled conditions, if the temperature specified in the order differs from that set by the shipper, the carrier must contact NEW CARGO LTD immediately before leaving the loading address to clarify the correct values to be set on the refrigeration unit. Otherwise, in case of non-conformity of the temperature regime with the requirements specified in the order, NEW CARGO LTD reserves the right to direct the claim asserted by the client to the CARRIER responsible.

27. The CARRIER is obliged to provide NEW CARGO LTD with information regarding the location and movement of the vehicle daily, no later than 10:00 AM Bulgarian time, as well as to notify it in writing of the expected date of arrival at the unloading point no later than 24 hours prior to the unloading deadline, and upon any request for information by the FORWARDER. In the absence of information or upon provision of incorrect information regarding the loading, movement, or unloading of the vehicle, the CARRIER shall owe a penalty in the amount of EUR 200 (two hundred euros) for each single failure.

28. The CARRIER is obliged to immediately notify the FORWARDER in the following cases:
    28.1 - In the event of any discrepancy between the data in the order, the consignment note, and the respective CARGO, its accompanying documents, markings, weight, etc., in which case the CARRIER must enter an appropriate reservation in the CMR consignment note at the time of loading and shall not be entitled to commence the transport without the prior express written permission of the FORWARDER. In case of damage to the packaging and the inability to monitor the number of items, the CARRIER must enter their reservations in Box 18 of the CMR consignment note before the SHIPPER (at the loading address) or the CONSIGNEE (at the unloading address) has stamped the CMR consignment note;
    28.2 - Upon the entry of any reservations in the consignment note by the SHIPPER, CARRIER, CONSIGNEE, regulatory authorities, or others;
    28.3 - Upon the discovery of any damage to or shortage of the CARGO;
    28.4 - Upon the occurrence of circumstances that could lead to a delay in loading (any delays from a previous delivery; technical breakdown; rest period requirements; changes to the planned route;

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any driving restrictions and bans; lack of readiness on the part of the SHIPPER, or other events that may delay the timely arrival of the TRANSPORT UNIT in accordance with the deadlines in the transport order) or delivery, any deviations from the standard route, as well as any possible additional costs (penalties, fines, etc.);

28.5 - In the event of non-compliance with the agreed loading or delivery deadline;

28.6 - Upon a request for information regarding the location of the TRANSPORT UNIT and an accurate forecast for the upcoming schedule and route of movement;

28.7 - Following the acceptance of the CARGO, to provide information regarding the number and type of packages, their weight, accompanying documents, and all other details. Notifications under this clause must also be made in writing and sent to NEW CARGO LTD as forwarder via email immediately, but no later than 24 hours after their occurrence; otherwise, the CARRIER shall bear full financial liability for any adverse consequences resulting from the lack of proper notification.

29. In the event of a road traffic accident, fire, theft, or detected signs of unauthorized entry into the trailer by third parties, the CARRIER is obliged to notify as soon as possible both the local police authorities and the FORWARDER.

30. In the event of delays on the part of the CARRIER in loading and/or unloading the cargo, the CARRIER shall owe the FORWARDER a penalty in the amount specified in these General Terms and Conditions.

31. In the event of a delay or anticipated delay of the TRANSPORT UNIT for loading or unloading which is not acceptable to the FORWARDER, the latter reserves the right to withdraw the order and assign its execution to another subcontractor in order to meet the agreed deadlines. All additional costs resulting from this withdrawal, such as, but not limited to: higher transport costs, costs for transshipment and handling of the cargo, will be directly invoiced to the CARRIER and deducted from its outstanding invoices. If there are no outstanding invoices due to the CARRIER, the latter is obliged to pay the invoiced additional costs within 5 (five) days from the date of receipt of the respective invoice by email.

32. In the event that a customs officer removes the seal of the cargo compartment and takes a portion of the GOODS, the driver is obliged to record the quantity taken in the CMR consignment note or draw up a protocol, and the reservations must be certified with a customs stamp and signature.

33. The CARRIER is obliged to comply with customs formalities in the countries through which it transits. It shall bear full responsibility for errors and damages resulting from its lack of knowledge of or non-compliance with the customs regulations of the Republic of Bulgaria and of all other countries through which the transport passes.

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34. NEW CARGO LTD undertakes to pay only additional costs, of which it has been notified in advance and to which it has given its express written consent. In the event that a fine is imposed or additional costs arise due to a reason for which the SHIPPER/PRINCIPAL is responsible, all costs shall be fully covered by the responsible party, in accordance with applicable national and/or international law.

35. In order to avoid contraband and/or theft of the CARGO, it is the CARRIER's obligation to take all reasonably necessary preventive measures, such as, but not limited to: providing locking devices on the TRANSPORT UNITS, parking solely and exclusively at guarded parking lots with physical security, which are lit, fenced, equipped with video surveillance and access control, and located at a significant distance (at least 150 km) from areas with an increased risk of theft and immigrant access, such as ports and terminals, carefully and completely inspecting the tractors and the cargo compartment after each rest period or stop, and complying with the safety and security instructions at the loading and delivery facilities. If this is not possible, parking in an unguarded parking lot that is lit, fenced, equipped with video surveillance and access control is permitted as an exception and only after written confirmation from **NEW CARGO LTD**. In all cases, when parking, the driver must not leave the truck with the loaded goods unattended.

36. The free time for loading and unloading is 48 hours for EU countries and 72 hours for non-EU countries (excluding Saturdays, Sundays, and official public holidays), which does not include any stay for customs formalities. In the event that loading/unloading or customs clearance has not commenced or has commenced but has not been completed within the free time, the CARRIER must immediately notify the FORWARDER and request instructions. The TRANSPORT UNIT is not permitted to leave the loading/unloading address without written instructions and confirmation from the FORWARDER; otherwise, the CARRIER will be penalized with a fine of EUR 500 (five hundred euros). Claims regarding penalties for demurrage must be submitted in writing within 24 hours of the vehicle's release in the amount of the actual damages caused, but not exceeding EUR 10 (ten euros) per hour and EUR 100 (one hundred euros) per day. Claims will not be processed unless they are accompanied by the original CMR consignment note certified by the CONSIGNEE with name, signature, and notations of the time of arrival and release of the vehicle. Claims for demurrage costs by the CARRIER after the expiry of the free time will be accepted by the FORWARDER only if a clear record is provided in the consignment note (or another similar document such as a Standing Card, confirmed by an employee at the loading/unloading address), indicating the date and time of arrival/departure of the vehicle from the place of loading/unloading. The CARRIER is prohibited to claim demurrage costs in case of delay or earlier arrival for loading/unloading than the date and time stipulated in the order.

37. The CARRIER is obliged to follow the sequence of the loading/unloading points specified in the order.

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38. The carrier undertakes to deliver the CARGO to the CONSIGNEE specified in the order and in the CMR consignment note, unless NEW CARGO LTD has directed otherwise, as well as to sign all necessary documents, including the CMR consignment note upon receipt and delivery of the CARGO.

39. When the entire trailer (the entire cargo compartment) is ordered for loading, contracting with other forwarders or shippers for the transport of additional groupage consignments is not permitted, except with the express prior written consent of NEW CARGO LTD as forwarder. When the order is for groupage cargo, which by its nature can obviously be transported together with other groupage consignments, the CARRIER must appropriately separate the CARGO under the transport order of NEW CARGO LTD as forwarder and must not accept for transport other groupage consignments that could damage the consignment of the transport order.

40. The CARRIER is responsible for the correct and safe loading, stacking, securing, and stabilizing of the CARGO on the vehicle, for the correct axle weight distribution of the CARGO, and for avoiding axle overloading, total vehicle overloading, and all damage caused by unsecure loading and/or lack of cargo securing. The CARRIER must ensure that during loading and unloading, the driver verifies that the condition and quantity of the cargo, as well as its packaging, correspond to the descriptions in the transport documents and the order. They are obliged to note on the transport document all discrepancies in accordance with the CMR and TIR conventions; in the event of a refusal by the SHIPPER to allow the entry of a reservation in the consignment note by the CARRIER, the latter must immediately notify the FORWARDER. For any discrepancy noticed by the driver, the CARRIER is obliged to immediately inform the FORWARDER in writing and await its instructions before the driver leaves the place of loading/unloading; otherwise, the FORWARDER shall be released from liability and will not accept penalties claimed by the CARRIER in connection with the observed discrepancy.

41. Under no circumstances shall the CARRIER have the right to retain the transported GOODS or any other property of the FORWARDER, or property of its CLIENTS, the SHIPPER, or the CONSIGNEE; otherwise, the CARRIER shall be held liable for all damage suffered.

42. The CARRIER is prohibited from harming or tarnishing the good name and/or reputation of the FORWARDER on any occasion before third parties; otherwise, it shall owe a penalty in the amount of EUR 10,000 (ten thousand euros) for each separate instance.

43. The CARRIER for a specific transport operation shall not offer transport or forwarding services to the CLIENT, the CONSIGNEE, the SHIPPER of the GOODS, or to other intermediaries, forwarders, or carriers involved in that transport, directly/personally, via telephone, fax, email, or through a third party, under conditions similar to those in the FORWARDER's order, for a period of at least 1 (one) year starting from the date of the last transport performed for the FORWARDER. In case of non-compliance with this

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44. condition, the CARRIER shall owe a penalty in the amount of EUR 10,000 (ten thousand euros) for each single violation. In the event of damages exceeding the aforementioned penalty, the FORWARDER has the right to claim indemnity in the amount of the actual damage suffered.

45. The CARRIER undertakes, when transporting GOODS (feeds, waste, and other GOODS non-exhaustively listed herein) whose transport is subject to a permit or registration regime and is subject to current and/or subsequent control by the competent authorities designated by legislation, to properly maintain the necessary documentation (archives) in accordance with legal requirements and to promptly send it to the FORWARDER, strictly following its instructions, and not to enter the territory of the Republic of Bulgaria without all documents and information regarding the CARGO required by law. The FORWARDER reserves the right to independently perform checks regarding compliance with this obligation at any time. In the event that the CARRIER fails to perform the obligations specified above, as a result of which proceedings have been initiated against the FORWARDER to establish the violation committed and penalize it, or the FORWARDER has already been penalized by the respective competent authorities, the CARRIER shall owe the FORWARDER a penalty in the amount of the statutory sanction provided for the respective case if it can be determined in advance, or in the amount of the maximum sanction provided by law if the amount of the sanction cannot be determined in advance, or respectively in the amount of the imposed sanction and the expenses paid/due in connection therewith.

46. When transporting dangerous goods, the CARRIER guarantees that the vehicle drivers are trained and possess and carry the necessary equipment and a valid license/certificate required by law for completed training for the transport of ADR cargo, issued by an authorized institution, and that the TRANSPORT UNITS are equipped with the full set of basic and individual protective equipment required for the respective transport with a valid expiration date, in accordance with the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR). The CARRIER is obliged to perform the transport in accordance with all requirements provided for in the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR). The CARRIER declares and guarantees that its employees are familiar with all requirements of the regulations for the transport of dangerous goods and are duly trained in safe handling and emergency response procedures.

47. The CARRIER is obliged to introduce in writing each of its subcontractors, employees, and/or motor vehicle drivers to the requirements in these General Terms and Conditions necessary for the execution of the transport order.

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IV. Payment Regulations

48. NEW CARGO LTD is undertaking to pay the CARRIER remuneration for the performed transport in accordance with the terms of the respective transport order. By accepting the transport order, the

    CARRIER gives its express consent that in the event of an asserted claim for shortages and/or damages, or delay in delivery, or any other type of non-conformity with the transport conditions, as well as for damage to property of the FORWARDER, the CLIENT, the SHIPPER, the CONSIGNEE, or third parties, NEW CARGO LTD shall withhold the payment of sums due to it under the same and/or other contracts concluded with the CARRIER until the circumstances of the claim are clarified and the case is resolved, without the need to sign a bilateral document, and the parties accept that the mention of the counter-invoices issued by both sides in the payment order constitutes valid notice of set-off by the FORWARDER. After clarifying the case and the liability for any potential claim and signing a bilateral protocol that fully settles the financial relations between the FORWARDER and the CARRIER, NEW CARGO LTD undertakes to pay the sums due to the CARRIER, deducting from them the amount of the claim if the CARRIER's liability for the respective circumstance is established.

49. The payment term shall be calculated from the date of receipt of the original invoice and an original copy of the CMR consignment note certifying the receipt of the CARGO by the final CONSIGNEE without reservations.

50. The original invoice along with 2 copies of the original CMR consignment notes and all transport documents must be sent within a 14-day period from the date of unloading. In the case of transport performed between countries where at least one of them is an EU member, the CARRIER must also present a copy of the TIR Carnet (or another T-document) stamped by the customs authorities at the destination. In the case of transport between EU countries but transiting through a country that is not an EU member, the CARRIER must also present a copy of the TIR Carnet with a T2L notation on it (or another T-document) stamped by the customs authorities at the destination.

51. In the event that the invoice for the transport and the transport documents arrive after 30 days, the same will be processed with a maturity date of 50 days from the date of receipt.

52. The invoice must contain the following details:
    - ✓ The date of the taxable event must be the date of unloading of the vehicle specified in the CMR consignment note;
    - ✓ The invoice must be issued no later than 7 calendar days from the date of the taxable event (the date of unloading);

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- ✓ The invoice must arrive at the office of NEW CARGO LTD with a signature and stamp, or for electronic invoices, an identification code of the accountant must be present to replace the signature and stamp;
- ✓ The vehicle number in the invoice must match that in the CMR consignment note;
- ✓ A correctly written relation of the transport performed;
- ✓ The transport position number of the transport as per the order of NEW CARGO LTD.

53. Any changes in the bank account of the CARRIER must be explicitly communicated in advance in writing. If a change has occurred but was not explicitly mentioned, payment made to the previous account shall constitute valid payment according to the transport order.

54. The freight rate includes all taxes and transport costs that may be attributed to the normal performance of international road freight transport.

55. All details related to the carriage of the cargo, the remuneration, and any other commercial arrangements are strictly confidential and therefore must not be communicated to third parties.

V. Liabilities and Penalties

56. In case of incorrectly provided registration numbers of the vehicle combination, or subsequent changes made without valid reasons and late notification to NEW CARGO LTD—in its capacity as principal, NEW CARGO LTD reserves the right to impose a one-time penalty on the CARRIER in the amount of EUR 200 (two hundred euros).

57. Unless NEW CARGO LTD provides its written consent, the CARGO cannot be transshipped to another vehicle. If the latter action is performed, the executing party will be charged a one-time penalty in the amount of EUR 500 (five hundred euros).

58. For a refusal to execute the transport order made on the agreed loading date or within the preceding 5 days without the express written consent of NEW CARGO LTD as forwarder, NEW CARGO LTD reserves the right to charge a penalty in the amount of EUR 500 (five hundred euros).

59. Co-loading the vehicle with any other goods not included in the transport order of NEW CARGO LTD is permitted solely and exclusively with the express prior written consent of NEW CARGO LTD. In case of non-compliance with this condition, NEW CARGO LTD reserves the right to charge a penalty in the amount of EUR 500 (five hundred euros) for each separate violation.

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60. The CARRIER must deliver the CARGO on the agreed delivery date. If it fails to do so, NEW CARGO LTD reserves the right to impose a penalty on the amount of EUR 100 (one hundred euros) for each day of delay, and for each commenced day of delay, an additional EUR 100 will be charged. This penalty does not limit the FORWARDER from claiming additional compensation for damages and expenses arising as a result of the CARRIER's delay. If the loading or unloading date and time specified in the order are accompanied by the terms FIX or FIXED, then the failure of the vehicle combination to appear on the

    fixed day and hour for loading/unloading shall be considered a total non-performance of the order. If the transport cannot be completed on time, the executing party must inform the FORWARDER of this event in writing no later than 24 hours prior to the delivery date. Failure to do so will result in a one-time penalty in the amount of EUR 200 (two hundred euros). In the event of a delay claim asserted by the client, NEW CARGO LTD reserves the right to direct it to the carrier in its full amount, together with the losses suffered and lost profits accompanying the non-performance under this transport order.

61. Upon the provision or subcontracting of the entire transport order or any of its provisions to a third party without the consent of NEW CARGO LTD, the latter reserves the right to impose a penalty in the amount of EUR 500 (five hundred euros). Effective subcontracting can occur only if NEW CARGO LTD provides prior express written consent for this action. If the CARRIER performs the transport fully or partially with the participation of other carriers/subcontractors and/or subsequent carriers, it shall be responsible for their actions as for its own.
62. NEW CARGO LTD is not responsible for agreements and commitments that the CARRIER has made in direct contact with a SHIPPER or CONSIGNEE. Any additional instruction given by the CONSIGNEE or SHIPPER must be communicated and accordingly confirmed in advance by NEW CARGO LTD.

63. The CARRIER is liable for the loss, destruction, and damage of the transported CARGO, unless it proves that the damage is due to one of the hypotheses for exemption from liability provided for in the CMR Convention.

64. The CARRIER is liable for the loss, destruction, or damage (fully or partially) of the transported CARGO from the moment of its acceptance for transport until its unloading to the CONSIGNEE specified by the FORWARDER, up to the amount specified in these GTC, unless the damage is due to one of the hypotheses for exemption from liability provided for in the CMR Convention.

65. The CARRIER is liable for all direct and immediate damages to the FORWARDER resulting from total or partial destruction or damage of the CARGO, its loss, and delay or inability to deliver the CARGO within the deadline and at the destination specified in the order, as well as in case of delivery of the CARGO to a person other than that specified in the order, up to the amount or in the manner determined in these GTC.

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66. In case of total loss or destruction of the CARGO, the CARRIER undertakes to pay the FORWARDER indemnity in the amount of 8.33 SDR (Special Drawing Rights) per kilogram of gross weight of the missing or destroyed GOODS, or respectively the full value of the missing or destroyed GOODS based on the invoice value declared for the GOODS under the hypotheses of Article 29 of the CMR Convention.

67. In case of partial loss or damage to the CARGO, the indemnity shall be calculated in accordance with the extent of the shortage/damage to the CARGO.

68. If due to damage to the GOODS during transport or due to any non-conformities with the transport conditions as previously agreed, or due to any act and/or omission of the CARRIER, additional expenses are incurred or should be incurred in connection with, but not limited to: transporting the GOODS back to the SHIPPER or to another location according to the instructions of the FORWARDER and at the request of the CLIENT, scrapping, destruction, additional operations with the GOODS, manual labor, repacking, etc., the expenses incurred in this connection shall be for the account of the CARRIER.

69. The Carrier is prohibited from transferring its receivables from the FORWARDER to third parties by way of assignment (cession) or otherwise. In the event that the CARRIER violates this obligation, the FORWARDER shall have the right:
    - to claim a penalty in the amount of EUR 1,000 (one thousand euros) for each invoice under which the receivable has been transferred; and/or
    - to withhold any and all sums it owes to the CARRIER (including, but not limited to, the transferred sums) until confirmation by the new creditor in writing that these GTC will apply to the relations between the latter and the FORWARDER without any exceptions.

    The UNIDROIT Convention on International Factoring shall not apply to these GTC, and in the event that the CARRIER violates its obligation, it is obliged to notify the new creditor/factor in writing of the non-application of the said Convention. Otherwise, the FORWARDER has the right, in addition to the rights specified above, to claim a penalty in the amount of EUR 1,000 (one thousand euros).

70. All penalties provided for in these GTC do not limit or extinguish the FORWARDER's right to claim compensation for the difference up to the amount of the actual damages suffered if they exceed the respective penalty.

71. The CARRIER is liable to the FORWARDER for all acts and/or omissions of its employees and subcontractors. It is the CARRIER's obligation to ensure that:
    - The driver does not smuggle people or GOODS such as, but not limited to, cigarettes, alcohol, etc.
    - The driver must not load or allow into the cabin and the TRANSPORT UNIT any GOODS other than those already mentioned in the transport documents, taking all necessary preventive measures.

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- The driver must be present during the loading operations and ensure that the vehicle and the CARGO are under their supervision until the transport unit is sealed.
- In the event that the mandatory customs activities at the loading place have not been performed, the driver shall not leave the loading place without receiving instructions from the FORWARDER and before a seal with a registration number is placed on the TRANSPORT UNIT. This seal may be removed only by the competent customs authorities and following customs control and clearance.
- In case of an inspection during the transport, the CARRIER should obtain proper documents from the respective authorities explaining why the seal was removed. If possible, the TRANSPORT UNIT must be sealed again until reaching the customs point and/or the final destination. The CARRIER is obliged to immediately notify the FORWARDER of the removal of the seal.

72. The CARRIER undertakes to indemnify the FORWARDER in full against third-party claims and administrative or criminal sanctions imposed by state authorities in connection with the obligations under these General Terms and Conditions. The CARRIER undertakes to immediately inform the FORWARDER upon the assertion of such claims and demands, including initiated administrative-penal and/or criminal proceedings against the CARRIER, the FORWARDER, or subcontractors. In case of violations of these clauses, the CARRIER is fully liable to the FORWARDER.

VI. Additional Provisions

73. For all matters not regulated by these GTC, the provisions of the specific transport contract (order), applicable international conventions, and the legislation of the Republic of Bulgaria shall apply.

74. All disputes arising out of or relating to the transport order, or additional agreements thereto, or these General Terms and Conditions, including disputes arising out of or relating to interpretation, invalidity, non-performance, or termination, as well as disputes regarding gaps in the contract or its adaptation to newly arisen circumstances, shall be resolved by mutual consent. If no agreement is reached between the parties, the dispute shall be referred to as a settlement to the competent court in the city of Sofia. The applicable procedural law for resolving the dispute before the court shall be the effective Bulgarian legislation.

These GTC were adopted on January 1st, 2026, and replace all previous versions thereof.