

GENERAL TERMS AND CONDITIONS OF UVENTRANS LTD.
(edition 2018)

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SECTION I
DEFINITIONS

Article 1 For the purposes of these General Terms and Conditions, the following terms and expressions shall have the meanings set out below:

1. "UVEN" shall mean Uventrans Ltd., a business company with its seat and registered address in the Republic of Bulgaria, Sofia, postal code 1520, Busmantsi Quarter, 57 General Gurko St., UIC 130218568, VAT No. BG130218568, holder of the Community license for the international carriage of goods by road for hire or reward No. 8513, with validity from 01.01.2017 to 31.12.2016, issued on 05.10.2026 by the Ministry of Transport, Information Technology and Telecommunications (including through its authorized representatives or officers), acting in the capacity of Freight Forwarder or Carrier (as the case may be). UVEN shall act primarily as a Carrier with own vehicle fleet and in very rare cases as a Freight Forwarder, and even then these General Terms and Conditions shall respectively apply.
2. "CLIENT" shall mean the legal entity/entities (including through its authorized representatives or officers), at whose request UVEN assigns, carries out or will carry out freight forwarding and/or carriage;
3. "SENDER" or "SHIPPER" shall mean the legal entity/entities (including through its authorized representatives or officers), clearly specified as a Sender or a Shipper in the bill of lading;
4. "CONSIGNEE" shall mean the legal entity/entities (including through its authorized representatives or officers), who is entitled to receive the Goods;
5. "GOODS" shall mean substances or articles, subject to freight forwarding and/or carriage;
6. "DANGEROUS GOODS" shall mean those substances or articles, the carriage of

which is prohibited by, or the carriage of which is authorized strictly in accordance with the laws of the countries of origin, destination or transit and/or the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR);

7. "PERISHABLE FOODSTUFFS" shall mean the foodstuffs, listed in the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP) and in particular but not limited to, in Article 3 thereof;
8. "INSTRUCTIONS" shall mean any and all explicit, written and legally compliant requirements of the Client, the Sender/Shipper and/or the Consignee, which were expressed in an unambiguous manner and which have reached UVEN on time;
9. "PER REQUEST CONTRACT" shall mean the written proposal made by UVEN in response to the request for carriage by the Client, containing the terms and conditions under which UVEN agrees to carry out freight forwarding and/or carriage;
10. "INDIVIDUAL CONTRACT" shall mean a single document containing all the terms and conditions agreed in respect of freight forwarding and/or carriage;
11. "WRITTEN/IN WRITING" shall mean at least one of the following:
 - by graphic symbols printed or written on paper;
 - transmitted via telefax, if, according to technical specifications and documents, which guarantee its functioning, incorrect reproduction of a written statement is excluded;
 - or by using email addresses agreed between UVEN and the respective counterparty. As agreed shall be deemed the email addresses, specified in the request for carriage, in the written confirmation thereof by UVEN (including, but not limited to – in the Per request contract of UVEN) or in the Individual

contract; the email address, being used for sending the request for carriage; the email address, published in the commercial register; other email address, being used for sending an electronic message in respect of freight forwarding and/or carriage, provided that the electronic message, being sent from such other email address, has been sent with a second copy (CC) to the email address of the sending party, published in the commercial register and provided that, from the email address, published in the commercial register was received a confirmation that such other email address may be used for correspondence in relation to freight forwarding and/or carriage;

12. "INTERNATIONAL FREIGHT FORWARDING AND/OR CARRIAGE" shall mean freight forwarding and/or carriage, in which the place of taking over the Goods for carriage and the place of delivery are situated in two different countries.

13. DEFINITIONS, RELATING TO CARRYING OUT SPECIAL CARRIAGE BY TANKER TRUCKS FOR TRANSPORT OF LIQUID ALIMENTARY PRODUCTS AND DUAL APPLICATION PRODUCTS

13.1 "DUAL APPLICATION PRODUCTS" shall mean liquid or other substances in bulk:

- which can be safely used in foods for human consumption, but may have another intended use, or
- which, although not used in human food, during their carriage and handling, shall be subject to the same sanitary and hygienic requirements, as applied to certain food-grade products for human consumption;

13.2 "STANDARD EQUIPMENT" shall mean a stainless steel tanker truck; equipped with heat insulation according to the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP); certified for carriage of food-grade products. All other requirements of the Client to the transport vehicle, e.g.: partitions and volume of

chambers; tank under pressure; provision by UVEN of compressor, of pump and type of pump, of hoses and a certain length of hoses, of nozzles/adapters and other alike; dimensions of truck-tanker combination to facilitate easy access to the given site; conformity of the tanker truck with requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), etc., must be specified in an explicit, precise and detailed manner by the Client in the request for carriage;

14. "URGENT CIRCUMSTANCES" requiring "URGENT RESPONSE OR MEASURES":

14.1 Any circumstances that would result to non-performance, poor performance and/or late performance of the freight forwarding, carriage and loading/unloading operations, such as:

- Technical malfunction of the transport vehicle; technical failure of the loading or unloading place and any other circumstance, which would lead to the impossibility of delivering the Goods by the Sender/Shipper to UVEN and/or carrier or accepting the Goods by the Consignee (insufficient raw materials, deviation from the parameters of the stated specification, insufficient free capacity at the storage facility and other alike);
- Incidents related to the health condition of the transport vehicle driver, engaged to perform the carriage;
- Happening of insured events or occurrence of failures;
- Road traffic accident involving the truck-tanker combination, performing the carriage, or circumstances in the traffic situation or weather conditions, leading to impediments to road traffic;
- Errors in reference numbers for loading and unloading, omissions in submitting the said to UVEN and/or to the carrier deemed as a condition precedent for carrying out the loading/unloading

operations;

- Wrong or undelivered EKAER number or other similar circumstance, which would lead to seizure of the Goods and the transport vehicle by the control authorities;
- Committed overloading and refusal by the Sender/Shipper to bring the consignment into the technically permissible parameters;
- Breach or non-observance by the Sender/Shipper of prerequisite conditions, placed by the Client in relation to the Goods or to the technical condition, in which the said is delivered, and where the check is performed by the transport vehicle driver;
- Seizure of the Goods and/or of the transport vehicle by the control and law enforcement authorities (border police, customs officers or employees of the Ministry of Finance, traffic police, Automobile Administration Directorate, migration police, phytosanitary control and other alike);
- Any and all circumstances, which must be considered as emergency/crisis/urgent ones according to the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP);

14.2 Routine exchange of information, regular to the implementation of the freight forwarding and/or carriage: status of the performance of the carriage service (arrival of the transport vehicle laden with the Goods at a loading or unloading place, quantity of the Goods loaded - except in cases of significant difference between ordered and delivered quantity - and other alike) shall not be considered as a circumstance, requiring Urgent response or measures and, therefore, shall be performed only

within the official opening hours of the administration of UVEN, i.e. from 09:00 am to 05:30 pm, Monday to Friday.

14.3 Any and all circumstances, which are deemed as force majeure events shall be considered as circumstances requiring Urgent response or measures.

SECTION II SUBJECT MATTER AND APPLICATION SCOPE

Article 2 (1) Provided that between UVEN, on the one hand, and the Client, the Sender/Shipper and/or the Consignee, on the other hand, is not otherwise agreed in writing and/or provided that in the imperative rules of law is not otherwise provided for:

- terms and conditions for carrying out freight forwarding and/or carriage by UVEN,
- liability and claims concerning such freight forwarding and/or carriage services

shall be governed by the provisions of these General Terms and Conditions. They shall form an integral part of the Per request contract of UVEN and by its acceptance thereof or by entering into the Individual contract the Client and/or the Sender/Shipper shall agree and confirm that they accept these General Terms and Conditions, and that the said shall form an integral part of the contract, entered into between them and UVEN.

(2) These General Terms and Conditions shall not govern the relations between UVEN other consequent carriers, if any, as well as the relations between UVEN and other persons (other than the Client, the Sender/Shipper or the Consignee), with whom UVEN enters into contractual relationships in relation to freight forwarding and/or carriage.

Article 3 (1) Depending on the type of freight forwarding and/or carriage these General Terms and Conditions shall contain the following clauses:

- GENERAL PROVISIONS, applicable to all types of freight forwarding and/or carriage;
- CLAUSE “DOMESTIC CARRIAGE“, applicable to freight forwarding and/or carriage, in which the place of taking over the Goods for carriage and the place of

delivery are each situated within the territory of the country (Republic of Bulgaria);

- CLAUSE “CMR”, applicable to International freight forwarding and/or carriage;
- CLAUSE “ADR”, applicable to freight forwarding and/or carriage of Dangerous goods;
- CLAUSE “ATP”, applicable to freight forwarding and/or carriage, and governed by the provisions of the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP).

(2) In the events where to the specific carriage and/or freight forwarding shall apply several of the above-mentioned clauses, the said shall be applied jointly by the parties.

SECTION III GENERAL PROVISIONS

INSTRUCTIONS, DOCUMENTS AND INFORMATION

Article 4 (1) Any type of Instructions in relation to freight forwarding and/or carriage (including, but not limited to, the submission of a request for carriage) shall be deemed as validly given to UVEN, only if given by a person duly authorized to act on behalf of the Client, the Sender/Shipper or the Consignee in relation to freight forwarding and/or carriage.

(2) Unless otherwise agreed in writing, UVEN shall not be obligated to determine the authenticity of the signatures or to verify the powers of the persons, who have submitted and/or prepared Instructions or documents, concerning freight forwarding/carriage or the goods.

(3) The parties shall be obligated to notify each other in a timely manner of any change of contact details, or contact persons already provided, otherwise any statement, information, documents and other alike, being sent in the form agreed between the parties and addressed to the last contact addresses, or persons they are aware of, shall be deemed as validly served.

(4) The Instructions, given to UVEN, must be possible for implementation and sufficiently exhaustive.

(5) The transport vehicle driver, performing the carriage, shall not have powers to represent UVEN and/or carrier outside the scope of the tasks assigned to him under the carriage service, acting as a professional driver with required qualification, competence and fitness for work. The driver shall only mediate operational communication with the representatives of the Sender/Shipper and the Consignee, at the loading and unloading place, respectfully; he shall enter in the bill of lading and any other documents only preliminary agreed with UVEN and/or the carrier data on instructions of the administrator in charge on the part of UVEN and/or carrier with regard of the carriage performance. For any incomplete and incorrect completion of documents UVEN and/or the carrier shall be liable only in cases, when such completion represents a part of the professional obligations of UVEN and/or carrier under the performance of freight forwarding and/or carriage. The administrative services required for the performance of specific freight forwarding and/or carriage shall be provided by administrative officers, possessing necessary administrative competencies. The administrator in charge on the part of UVEN/carrier shall be specified in the Per request contract or in the Individual contract.

(6) Any Urgent circumstance occurred shall be deemed as a reasonable ground for UVEN to contact directly any of the parties: the Client, the Sender/Shipper, the Consignee of the Goods, without this being considered a breach of any condition whatsoever of the transaction, restricting any other direct contact with any of the parties.

(7) For the purposes of communicating any Urgent circumstances and facilitating the activities under Urgent response or measures each of the participating parties, i.e. the Client, the Sender/Shipper, the Consignee, and UVEN/carrier, shall be obligated to establish and maintain in operation, emergency phone line/emergency mobile phone number.

REQUEST FOR CARRIAGE. PER REQUEST CONTRACT. INDIVIDUAL CONTRACT

Article 5 (1) UVEN shall carry out any freight forwarding and/or carriage on the basis of a request for carriage, completed in writing and signed by the Client, or pursuant to an Individual contract, entered into between both parties.

(2) The request for carriage shall contain:

- 1.1 Identification of the Client (complete business name, Unified Identification Code (UIC) and tax registration number, seat and registered address, reference number of the Client for the specific carriage, contact data: address (if other than the registered address), email address, telephone, telefax, contact person);
- 1.2 Type and number of transport vehicles, preferred by the Client for carrying out the freight forwarding and/or carriage;
- 1.3 Type, quantity and weight of the Goods. Specific characteristics of the Goods and of the packing, if any.

If the Goods represent Perishable foodstuffs or Dangerous goods, this circumstance must be obligatory specified in the request for carriage, including in cases of domestic carriage and/or freight forwarding. In cases of Dangerous goods, it must be obligatory specified the data, listed in Article 33, Paragraph 1 of these General Terms and Conditions;

- 1.4 Date, time, reference number and exact address of loading , working hours of the loading place, contact data and person, requirements for operative equipment, needed for safe loading operations;
- 1.5 Date, time, reference number and exact address of unloading , working hours of the unloading place, contact data and person, requirements for operative equipment, needed for safe unloading operations;
- 1.6 Sender/Shipper of the Goods (if other than the Client) with specified identification data, as listed in item 1.1 above;
- 1.7 Consignee of the Goods, with identification data, as listed in item 1.1 above;
- 1.8 Term of delivery;
- 1.9 Desired route, if the Client prefers a particular route for the carriage of the Goods. If no route is specified by the Client, UVEN shall be entitled, at their own discretion, to choose the most suitable one;
- 1.10 Documents, accompanying the Goods;
- 1.11 Data on imposing customs duties, if applicable: are customs agency services required; customs tariff number; data on EXS/ENS – Exit Summary Declaration / Entry Summary Declaration; issue of T1 declaration (external community transit procedure) and T2 declaration (internal community transit procedure), when

necessary; completing the procedure at a customs office at the point of entry; charging export duties; charging import duties;

- 1.12 Amount, term and conditions for payment of freight cost;
- 1.13 Payer of freight cost, with identification data, as listed in item 1.1 above;
- 1.14 Documents to be reported to the Client together with the original invoice;
- 1.15 Special arrangements and accessories for the purposes of carriage, storage or handling of the Goods, if any. If the request for carriage is related to liquid alimentary products or Dual application products, and unless specified otherwise, it shall be deemed that such request for carriage is for tanker truck Standard equipment;
- 1.16 Conditions or prohibition of transshipment, if any;
- 1.17 The value of the collect on delivery payment, which must be collected upon the delivery of the Goods, if applicable;
- 1.18 The declared value of the Goods and the amount, representing the special interest in delivery ;
- 1.19 Instructions relating to the insurance of the Goods, if any;
- 1.20 Number of the transport vehicle drivers;
- 1.21 Other requirements, if any.

(3) Any changes in the terms of the request for carriage shall not be valid, unless made in writing. UVEN shall respond to the request for carriage or any changes therein within 24 working hours of its receipt, by submitting to the Client a Per request contract or by refusing the request. These working hours shall be counted according to the official opening hours of the administration of UVEN. If the Client does not receive a response within 24 working hours, they must obligatory contact the administration of UVEN, to ensure that there has been no loss of correspondence because of technical reasons. When a freight forwarding was assigned and the packing of the Goods is not appropriate for carriage, UVEN shall notify the Client about such circumstance. UVEN shall not accept for freight forwarding and/or carriage the Goods, which freight forwarding, handling and/or carriage are prohibited under the provisions of effective laws in the countries of origin, destination or transit or under the international or Community law.

(4) After acceptance of the final Per request contract by the Client, UVEN shall proceed

with the performance of the forwarding and/or carriage assigned. The acceptance of the Per request contract must be completed within 48 hours before the start of the run, intended to take over the Goods, otherwise UVEN shall be released from their obligations relating to freight forwarding and/or carriage, and shall be entitled to compensation for any damages suffered due to the late acceptance of the Per request contract. A shorter deadline for acceptance of the Per request contract by the Client is possible only with express written consent of UVEN. Even in case of accepted Per request contract, UVEN may refuse its implementation, if there are reasonable grounds for believing that the payment of costs and their remuneration is not secured.

(5) Unless otherwise agreed in writing, when a freight forwarding was assigned, UVEN shall be entitled, at their own discretion, to perform themselves part or the whole of the carriage .

(6) Unless otherwise agreed in writing, when a carriage was assigned, UVEN shall be entitled, at their own discretion, to perform part or the whole of the carriage with the participation of other carriers.

(7) The submission of the request for carriage shall be also deemed to constitute a declaration by the Client, that the latter is legally entitled to exercise the rights and obligations relating to the requested freight forwarding and/or carriage of the Goods, as well as to vest such rights and obligations to the persons, specified by Client as the Sender/Shipper and the Consignee.

(8) By the submission of request for carriage the Client shall declare that they are aware of the properties and characteristics of the Goods, respectively the requirements for its treatment during transport and that they shall bear the responsibility for incomplete and untimely submission of the necessary information to UVEN for the performance of their professional duties and service commitments in respect of freight forwarding and/or carriage.

BILL OF LADING

Article 6 (1) The contract of carriage shall be confirmed by producing the bill of lading, made out in accordance with the provisions of Articles 4-6 of the Convention on the Contract for the International Carriage of Goods by Road (CMR), and the provisions of

Articles 50-53 of the Road Transport Act, respectively.

(2) If the value of the Goods and the amount of freight cost are paid by the Consignee to the Client before the delivery of the Goods to the Consignee, in the bill of lading shall be recorded – “Delivered Freight Prepaid” or “Delivered Freight Not Paid”, if the value of the Goods and the amount of freight cost are not paid by the Consignee to the Client before the delivery of the Goods to the Consignee.

TAKING OVER THE GOODS BY UVEN

Article 7 (1) The Client and/or the Sender/Shipper shall be obligated to provide access to the transport vehicle driver at the time of loading, and if there are specific instructions on the part of the driver or other representative of UVEN, which pertain to the loading or the Goods, they must be strictly followed.

(2) Pursuant to a special written agreement with the Client and/or the Sender/Shipper or upon their written request and against additional remuneration, including the payment of all costs and expenses related thereto, UVEN may verify the gross weight or any other quantity type of the goods, the content thereof, respectively, the content of the consignment lots or that of any other type of packing. The results of the verification shall be entered in the bill of lading.

(3) At the time of taking over, the person handing over the Goods shall strictly follow the instructions of the transport vehicle driver (or other representative of UVEN), necessary for the safe handling of the Goods and the loading/unloading operations, and shall observe the limits of permissible maximum load of the whole truck-tanker combination, including the maximum load per axle. In case of a request for carriage with a specific condition that the tank partitions must be filled to the top/maximum, the volume of the tank compartments shall be preliminary agreed in writing, if partitions of the compartments are provided for. It must be also specified in writing the specific gravity of the Goods for the purposes of accurate calculations of the load distribution. If the loading place does not have a weighbridge or for any reason their weighbridge is not working, the Client and/or the Sender/Shipper shall be obligated to provide an alternative method for evidencing the loaded quantity of the Goods – by use of a counter (flow meter in liters) during the liquid loading process, where the recording of the specific gravity shall

be mandatory, or through a visit of the truck-tanker combination to a third-party operator with working weighbridge for the purposes of a control weighing.

(4) In case of a sampling procedure agreed in writing, and in the absence of any agreement to the contrary, as well as always when requested by UVEN the taking of samples, such samples shall be taken and analyzed at the presence of the transport vehicle driver, and then placed in sterile sample tubes provided by the driver, which procedure shall be evidenced by drawing up a handover and acceptance certificate (sampling protocol), bilaterally signed by the driver and the Sender/Shipper. The provision of sterile sample tubes and its transfer service shall be paid extra according to the price-list of UVEN. In such handover and acceptance certificate (sampling protocol) shall be entered the source and place, where the samples were taken; method of sampling; quantity (unit volume and weight, number) of the samples; temperature of the samples, if relevant; results obtained from analysis of the samples; type (and volume, if relevant) of packing; marking of the samples, if applicable; type and labeling of the sealing of the samples, if applicable; number of the samples, which are retained by the driver; number of the samples, which are retained by another person, if applicable – with an indication of the full name of such another person and his capacity and position; other essential data on the samples or their packing, as the case may be. The transport vehicle driver shall always retain at least 2 samples. The storage of the samples shall be carried out in accordance with the Instructions of the Client and/or the Sender/Shipper. UVEN shall have the unconditional right, at their own discretion, to request taking the samples, even if it was not agreed between them and any other person whatsoever.

(5) Unless otherwise agreed in writing, the loading time, included in the freight cost agreed, shall be 4 hours. If the charge of customs duties is also required, the time of loading and charging customs duties shall be 8 hours. The times specified above will start running from the arrival of the transport vehicle at the loading place. In the event of exceeding those times UVEN shall be entitled to an additional remuneration (for waiting time) in the amount of EUR 50 following the period from 4th to 8th hour delay, and in the amount of EUR 200 per each fractional 24 hours, following the time of arrival of the transport vehicle at the loading place. The arrival of the transport vehicle at the loading place, its preparing for departure to the unloading place (loading and handling of

document processing, including customs clearance, if applicable) shall be evidenced by entering the date and time in the bill of lading.

(6) If the Sender/Shipper is unable to arrange the handing over of the Goods to UVEN and/or carrier at the preannounced time (date, time), the Client and/or the Sender/Shipper shall be obligated, through the Client, to promptly notify UVEN thereof, in order to allow them to adjust and adapt the work schedule and to organize in an optimal manner the required daily, inter-daily and weekly mandatory rest periods of the transport vehicle driver, thus to guarantee a minimum deviation from the pre-set delivery schedule of the Goods to the Consignee. An explicit obligation of the Client shall be to ensure timely transmission of information from the loading place to UVEN.

Article 8 If a freight forwarding was assigned, and the Goods arrived to UVEN in an apparently damaged condition, UVEN shall establish the damages, promptly notify the Client thereof and reserve the rights of the latter for bringing claim or action against the carrier/deliverer of the Goods.

Article 9 Any weighing, sorting, marking, labeling, packing and re-packing of the Goods shall be carried out by UVEN only upon explicit agreement and against separate remuneration.

CUSTOMS CLEARANCE

Article 10 (1) The Client and/or the Sender/Shipper shall be obligated to make a preliminary statement about the customs treatment of the Goods delivered to UVEN, as well to submit all necessary data and documents, required for the customs manifesting and the customs clearance of the Goods.

(2) The Client and/or the Sender/Shipper shall be obligated to inform in due time UVEN about all public liabilities, which are due or which have to be charged in respect of the Goods delivered to UVEN (including customs duties, taxes, excise duties, levies, fines, and the like). The consequences resulting from errors and omissions of the Client and/or the Sender/Shipper in this respect, shall be entirely at their own risk and cost.

(3) UVEN shall be exempted from the obligation to comply with Instructions of the

Client and/or the Sender/Shipper, which may result in an infringement of the customs rules and regulations.

Article 11 (1) If agreed upon with UVEN in writing, upon acceptance, delivery or dispatch of the Goods, UVEN may, on behalf and for the account of the Client, to assign to a customs agent to perform the customs manifesting and/or the customs clearance of the Goods, complying with all applicable rules and regulations.

(2) In each case where UVEN would assign the performance of the customs manifesting and/or customs clearance, they shall proceed on basis of the documents accompanying the Goods and/or the information, submitted by the Client and/or the Sender/Shipper, and shall bear no responsibility for the authenticity of these documents, declarations and information.

(3) The assignment of dispatch or carriage of the Goods to a Consignee across state borders shall include also an authorization for assigning the performance of the required customs formalities, if this is necessary to avoid impediment to the dispatch or carriage of the goods concerned.

(4) Unless otherwise agreed in writing, UVEN shall be entitled to demand from the Client a prepayment of or a security for the customs duties, taxes and levies due on the Goods as well as any and all costs and remunerations in relation with the customs agency services assigned.

(5) UVEN shall be entitled to a separate remuneration for organizing of customs formalities and/or for the payment of part or all customs duties and taxes, even when such remuneration has not been agreed in advance.

Article 12 (1) In cases where UVEN would assign the performance of the customs manifesting or the customs clearance of the Goods:

1. The Client and/or the Sender/Shipper shall bear the responsibility for full compliance of the Goods with provided declarations thereof and/or with the documents accompanying the Goods;

2. The rights of UVEN against the Client and/or the Sender/Shipper shall not be affected by acts issued by the competent authorities, due to information contained in the

documents accompanying the Goods and/or or other information or declarations, submitted by the Client and/or the Sender/Shipper in accordance with Paragraph 2 of the foregoing article.

(2) The Client and/or the Sender/Shipper shall be jointly liable and shall indemnify UVEN or the customs agent for all costs and damages sustained, due to incorrect, untrue or incomplete information and/or documents submitted by the former, in connection with the customs manifesting or the customs clearance of the Goods.

DELIVERY OF THE GOODS BY UVEN

Article 13 (1) UVEN shall be entitled to deliver the Goods, with release of liability therein, to any person of majority age, belonging to the business enterprise of the Consignee or belonging to the business enterprise of other person, legally designated by the Client, the Sender/Shipper and/or the Consignee.

(2) Unless otherwise agreed in writing, the unloading time, included in the freight cost agreed, shall be 4 hours. If the charge of customs duties is also required, the time of unloading and charging customs duties shall be 8 hours. The times specified above will start running from the arrival of the transport vehicle at the unloading place. In the event of exceeding those times UVEN shall be entitled to an additional remuneration (for waiting time) in the amount of EUR 50 following the period from 4th to 8th hour delay, and in the amount of EUR 200 per each fractional 24 hours, following the time of arrival of the transport vehicle at the unloading place. The arrival of the transport vehicle at the unloading place and the completion of the Goods' unloading shall be evidenced by entering the date and time in the bill of lading.

(3) If the Consignee is unable to ensure the acceptance of the Goods, delivered by UVEN and/or carrier at the preannounced time (date, time), the Client and/or the Consignee shall be obligated, through the Client, to promptly notify UVEN thereof, in order to allow them to adjust and adapt the work schedule and to organize in an optimal manner the required daily, inter-daily and weekly mandatory rest periods of the transport vehicle driver, thus to guarantee a minimum deviation from the pre-set delivery schedule. An explicit obligation of the Client shall be to ensure timely transmission of information from the unloading place to UVEN.

(4) If the Consignee rejects the Goods at delivery because they are not fit for purpose, the Client and/or the Sender/Shipper shall be obligated to give exhaustive Instructions to UVEN regarding the unloading/landfilling in accordance with the regulations in force in the country where these operations must be carried out, and if necessary – regarding the destruction of the Goods. These Instructions must be given immediately after ascertaining that the goods are not fit for purpose, in order to avoid any delay in the release of the truck-tanker combination, and not to impede the work schedule of the transport vehicle driver and of the company, performing the carriage. In the event of a request for return of the Goods to the Sender, in the bill of lading shall be mandatory entered the rejection of the Goods by the Consignee, as well as the Instructions for redirection of the goods.

(5) Where a difference was found between the weighing records taken at the loading and unloading place, exceeding the permissible deviations (clerical mistake, permissible wastage in volatile substances or residues in the tank compartments generated during the carriage, due to high viscosity or insufficient heating of the Goods required to reach liquefaction), it shall be needed carrying out the control weighing at a third-party weighbridge, located in close proximity to the unloading place, by taking into account the deviation due to spent fuel, and where must be required for submission the weighbridge's technical passport as well as evidentiary documents for certification and calibration thereof.

(6) Any and all irregularities found at the handing over of the Goods, shall be jointly documented by the Consignee and UVEN (and, where appropriate, photographs shall be taken), in the presence of two witnesses, who shall certify their identity, and shall sign the protocol of findings and provide their contact details, duly verified by comparing it with produced identity documents.

(7) In cases referred to in Article 28 of these General Terms and Conditions, or in Article 30 of the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Client, the Sender/Shipper and/or the Consignee shall be obligated to give UVEN immediate Instructions whether they want appointment of an independent average surveyor or any other independent expert to ascertain the type, extent and causes of shortages or damages to the Goods, and shall bear the costs involved. Notwithstanding

the foregoing, UVEN shall be entitled, at their own discretion, to appoint such average surveyor whenever they deem as necessary.

The same obligation shall also have the Consignee, when the latter is prevented from complying with the time for unloading the truck-tanker combination.

Article 14 The delivery of the Goods by UVEN shall be subject to payment of all costs due and payable by means of collect on delivery method. In the event of refusal of the Consignee to pay, in whole or in part, the costs due and payable by means of collect on delivery method, it shall be considered that the latter rejects the acceptance of the Goods.

INSURANCE OF THE GOODS

Article 15 (1) UVEN shall effect insurance of the Goods at the expense of the Client and only upon an express Instruction of the latter, specifying the person who has an insurable interest, the insured value, the validity period of coverage, and the risks covered.

(2) The insurance policies concluded by UVEN at the expense of the Client shall be subject to the usual terms and conditions, restrictions and exceptions of the liability of the insurers underwriting the risk, unless express Instructions to the contrary have been given in writing by the Client.

(3) UVEN may provide a separate insurance policy for any of the Goods, or may insure it under a subscription, general or open insurance policy.

(4) Upon the happening of an insured event it shall be deemed that UVEN have duly met their obligations, when reasonable measures were taken to protect the interests of the insured person and their rights under the insurance.

Article 16 In the event of the occurrence of a loss or damage of the Goods, UVEN shall be released of liability to the Client, the Sender/Shipper, the Consignee, the insured person and/or any other entitled person for any part of a loss or damage covered by the insurance indemnity.

Article 17 The rights of the insurer against UVEN in respect of subrogation claims assigned to the insurer may not exceed the rights of the Client, the Sender/Shipper, the

Consignee, the insured person and/or any other entitled person under these General Terms and Conditions and the applicable legal regulations.

Article 18 UVEN shall be entitled to separate remuneration for effecting insurance of the Goods, for pursuing insurance claims and for collecting insurance indemnity upon specific assignment by the Client, the Sender/Shipper, the Consignee, the insured person and/or any other entitled person.

PAYMENT OF COSTS AND REMUNERATION OF UVEN

Article 19 (1) The Client shall be obligated to pay any sums due to UVEN at their maturity, regardless of whether such amounts are representing a remuneration for services rendered or the costs and damages incurred by UVEN, which shall be borne by the Client and/or other persons having certain rights in the Goods. This shall not release the persons, other than the Client, from their obligation to pay such sums.

(2) If there is no explicitly agreed maturity of the receivable or liability, the amount shall become due after expiration of 5 working days for Clients in Bulgaria and 10 working days for Clients abroad. The time will start running from the date of receipt of the invoice of UVEN by the Client.

(3) Unless otherwise agreed in writing, the freight cost agreed shall include the remuneration of UVEN for the services agreed and the usual costs related to its employees and to the operation of the transport vehicle in relation to freight forwarding and/or carriage, as well as to the concluded insurance policy "Carrier's liability". All other costs and damages incurred by UVEN, as well as all other expenses to third parties, incurred in relation to freight forwarding and/or carriage, shall be subject to additional payment and reimbursement by the Client, unless due to circumstances for which UVEN is responsible.

(4) If in the Per request contract of UVEN is specified a freight cost per unit of measure of the Goods (e.g. per kilogram, per liter or other alike), but the total quantity of the Goods is unknown at the date of the Per request contract, the Client shall be obligated to pay a minimum freight cost amount determined by UVEN for freight forwarding and/or carriage, even if the quantity handed over for carriage multiplied by the unit price, is less

than the minimum freight cost amount determined by UVEN.

(5) If in the Per request contract of UVEN is specified a freight cost per unit of measure of the Goods (e.g. per kilogram, per liter or other alike), and the total quantity of the Goods is determined in the request for carriage, the Client shall be obligated to pay the freight cost amount specified in the Per request contract of UVEN based on requested quantity of the Goods, even if the quantity handed over for carriage is less than the quantity specified in the request for carriage.

(6) The same shall be valid also if in the Per request contract of UVEN is specified a total freight cost amount for the total quantity of the Goods specified in the request for carriage – in this case the Client shall be obligated to pay the freight cost amount specified in the Per request contract of UVEN based on requested quantity of the Goods, even if the quantity handed over for carriage is less than the quantity specified in the request for carriage.

(7) If the Client cancels the request for carriage, after the activities under freight forwarding and/or carriage have already started and certain costs have been incurred by UVEN – organizational, travel costs, etc., such costs must be reimbursed by the Client to UVEN.

(8) If the Client places booking of a transport vehicle, which must not be given for carriage or use by other persons within a specified period, and if subsequently no freight forwarding and/or carriage with booked transport vehicle is agreed between UVEN and the Client, the Client owes to UVEN a booking fee for the vehicle, which is equal to the remuneration for waiting time of the vehicle (EUR 50 following the period from 4th to 8th hour delay, and in the amount of EUR 200 per each fractional 24 hours, following the time of booking the vehicle) for the entire booking period.

Article 20 In the event of delay in payments not made on the maturity date, the payer under the invoice shall owe a late payment compensation on overdue principal amount at the statutory interest rate, applicable in Bulgaria.

Article 21 Insofar as this does not conflict with the applicable currency regulations, UVEN may receive payments in national or foreign currency. When calculating the

foreign currencies exchange rates, it shall be applied the official exchange rate of the Bulgarian National Bank on the day of payment – when paying in cash, or on the day of payment order for wire transfer – when paying by wire transfer.

Article 22 Even if UVEN has agreed upon or should receive, in whole or in part, any amounts and remuneration items owed by a third party, the Client shall remain jointly and severally liable for payment of these amounts at maturity.

Article 23 UVEN shall be entitled to require partial or full prepayment or security for all costs incurred in relation to freight forwarding and/or carriage and for their remuneration, as well as for any expenses arising from unforeseen circumstances and related to freight forwarding and/or carriage.

Article 24 Unless otherwise agreed in writing, and unless otherwise provided by the applicable laws and regulations, UVEN shall not be obligated to provide, at their own expense, any guarantees or deposits, covering the payment of freight cost amounts, customs and tax duties or other costs related to receivables of other persons. If UVEN would nevertheless provide, at their own expense, such guarantees or deposits, they shall be entitled to request from the Client an immediate compensation thereof.

Article 25 The set-off of amounts due in relation to the performance of freight forwarding and/or carriage, may be carried out only by mutual consent or by any receivable at maturity, which is not disputed by the obligor.

APPLICABLE LAW AND COMPETENT COURT

Article 26 (1) For any matters, in connection with the pre-contractual relations, conclusion, validity, interpretation, performance, amendment and termination of the contract of freight forwarding and/or carriage, entered into with UVEN, the provisions of the Bulgarian law shall apply.

(2) Any disputes, arising in connection with the matters referred to in Paragraph 1, which cannot be settled amicably between the parties, shall be submitted for settlement to the

competent court that has an exclusive jurisdiction where UVEN has its seat.

SECTION IV CLAUSE “DOMESTIC CARRIAGE“

CHANGE IN THE TERMS AND CONDITIONS OF THE CARRIAGE

Article 27 The Client, the Sender/Shipper and/or other authorized person, as the case may be, shall have the right to request UVEN to stop the Goods in transit, to change the place at which unloading is to take place or to deliver the Goods to a Consignee other than the designated Consignee, by submitting the first copy of the bill of lading with entered new instructions, but no later than the handing over of the Goods, or not after the second copy of the bill of lading is handed over to the Consignee. In this case, all costs and expenses in relation to such change shall be borne the Client.

ASCERTAINING THE TECHNICAL CONDITION OF THE GOODS AT DELIVERY

Article 28 (1) Upon arrival of the Goods at the unloading place, the Consignee shall ascertain the technical condition of the Goods, together with the driver of UVEN.

(2) The Consignee shall be obligated to raise written objections immediately after ascertaining the technical condition of the Goods under Paragraph 1, in the case of obvious shortages or damages. Such objections shall be entered in the two copies of the bill of lading or in a separate protocol of findings report, which shall be signed by the Consignee and the driver of UVEN, where shall be mandatory specified whether the condition of the Goods has been ascertained in the presence of the driver of UVEN.

(3) In the case of hidden shortages and damages, the Consignee shall be obligated to raise written objections thereof no later than 7 business days after delivery of the Goods, by specifying the nature and quantity/degree of the shortage or damage at issue.

(4) If no objections would be made as provided for in Paragraphs 2 and 3, it shall be considered that the Goods were delivered in the technical condition, described in the bill of lading.

(5) In cases under Paragraphs 2 and 3, the Client, the Sender/Shipper and/or the

Consignee shall be obligated to give UVEN immediate Instructions whether they want appointment of an independent average surveyor or any other independent expert to ascertain the type, extent and causes of shortages or damages to the Goods, and shall bear the costs involved. Notwithstanding the foregoing, UVEN shall be entitled, at their own discretion, to appoint such average surveyor whenever they deem as necessary.

**TOTAL OR PARTIAL IMPOSSIBILITY TO PERFORM THE CARRIAGE.
CIRCUMSTANCES PREVENTING HANDING OVER OF THE GOODS**

Article 29 (1) In instances where, for whatever reason, it is or becomes impossible to carry out the contract in accordance with the terms laid down in the bill of lading, before the goods reach the place designated for unloading, UVEN shall ask for instructions from the Client and/or from another person, entitled to dispose of the Goods in accordance with the provisions of Article 27 of these General Terms and Conditions.

(2) Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the bill of lading, and if UVEN has been unable to obtain instructions from the Client and/or from another person, entitled to dispose of the Goods in accordance with the provisions of Article 27 above, UVEN shall take such steps as seem to them to be in the best interests of the person entitled to dispose of the Goods.

(3) Where circumstances prevent handing over of the goods after their arrival at the place designated for unloading, UVEN shall ask the Client and/or the Sender/Shipper for their Instructions. If the Consignee rejects the Goods, the Client and/or the Sender/Shipper shall be entitled to dispose of the Goods, by submitting the first copy of the bill of lading with entered new Instructions therein.

(4) Even after rejection of the Goods, the Consignee may nevertheless require handing over thereof, unless UVEN has received different Instructions from the Client and/or the Sender/Shipper.

(5) UVEN must receive possible for implementation Instructions under foregoing paragraphs in the shortest time possible, when it concerns easy perishable Goods, in order to prevent any partial or complete peril, and such Instructions within 4 business

hours, within the official opening hours of the administration of UVEN, when it concerns conventional Goods, which are time insensitive and without requirement for emergency treatment, provided that the time of receipt of the Instructions shall start to run from receipt of the notice by the Client and/or the entitled person. Such Instructions should not either interfere with the normal working of the undertaking of UVEN, or prejudice the senders or consignees of other goods. If the Instructions are not possible for implementation or do not comply with the requirements of the foregoing sentence, UVEN shall notify, within a reasonable period of time, the Client and/or the entitled person thereof. The Instructions should not result in any way in a division of the Goods.

(6) In the cases referred to in Paragraph 1, Paragraph 3 and Paragraph 4, and if no Instructions pursuant to Paragraph 5 were received, UVEN shall be entitled, at their own discretion:

a) to immediately unload the Goods for account of the entitled person and thereupon the carriage shall be deemed to be at an end. In this case UVEN shall then ensure preservation the Goods or shall entrust the Goods to a third party, and in that case they shall not be under any liability except for the exercise of reasonable care in the choice of such third party, provided that such actions shall be for account of the entitled person. The charges due under the bill of lading and all other expenses shall remain chargeable against the Goods.

or

b) to proceed to the sale of the Goods for account of the entitled person, by serving a 15-day notice to the Client, if, until the expiration of the 15-day period, they will not receive the required Instructions from the Client and/or the entitled person;

(7) If, despite the reasonable efforts of UVEN, the Client and/or the other entitled persons cannot be notified about the circumstances under Paragraphs 1, 3 and 4 within an one month period after the date, when the Goods should have been delivered to the Consignee, UVEN shall be entitled to sell the Goods for account of the entitled person, after the expiry of another one month period, following the end of the first one month period. UVEN may proceed to the sale of the Goods also without awaiting instructions from the entitled person, if it concerns perishable goods (including Perishable foodstuffs) and/or their condition warrants such a course, or when the storage expenses would be out

of proportion to the value of the Goods.

(8) If the Goods have been sold pursuant to any of the foregoing paragraphs, the proceeds of sale, after deduction of the expenses chargeable against the Goods, shall be placed at the disposal of the entitled person. If these charges exceed the proceeds of sale, UVEN shall be entitled to the difference.

(10) UVEN shall be entitled to recover all costs and expenses incurred in relation to their request for instructions or any expenses entailed in carrying out such received Instructions.

CLAIMS

Article 30 (1) The right to raise a claim shall have the Client and/or the Sender/Shipper. Any claim shall be submitted in writing.

(2) Any claim for loss, damages or delay in delivery shall be submitted within a 30-day period from the date of delivery.

(3) The claim for lost goods shall be submitted within a 30-day period after the expiry of the period under Article 70, Paragraph 1 of the Road Transport Act.

SECTION V CLAUSE “CMR“

Article 31 (1) The International freight forwarding and/or carriage, carried out by UVEN, shall be governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), irrespective of the place of residence and the nationality of the parties.

(2) Subject to the provisions of the Regulation (EC) No. 561/2006 and the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport (AETR):

a) unless otherwise expressly agreed in writing, the carriage shall be performed by one transport vehicle driver;

b) crew driving of the transport vehicle by use of more than one driver leads to an increase of the freight cost amount. The requirement of the Client for crew driving must

be explicitly specified in the request for carriage;

c) unless the crew driving is expressly agreed in writing, then the technological time and the time in transit should, by presumption, be considered as planned to engage one transport vehicle driver only. “Technological time“ is the time interval from the preparation of the vehicle with the Goods and processed documentation for departure to the destination of the Goods up to the arrival at the place designated for its unloading, including loading/unloading operations and document processing, taking samples and conducting tests, in-terminal processing of the transport vehicle, pre-treatment – refreshing flushing, cooling, etc. “Time in transit“ is the time interval designated for the travel of the Goods from the loading to the unloading place.

SECTION VI CLAUSE “ADR“

Article 32 In case of freight forwarding and/or carriage of the Dangerous goods the relevant provisions of the laws and regulations in effect in the countries of origin, destination or transit shall also apply, as well as of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (hereinafter referred to as “the ADR convention”).

Article 33 (1) In case of the Dangerous goods, in the request for carriage must be mandatory stated such circumstance, the exact nature of the danger, as well as: shipping name and description of the Dangerous goods; UN number, class, classification code, label model number, packing group (PG), tunnel restriction code (if applicable) of the Goods according to the ADR convention; other data under Paragraph 5.4.1.1.3 et seq., Paragraph 5.4.1.2 etc. (if applicable) of Annex A of the ADR convention; other designations or classifications under the laws and regulations in effect in the countries of origin, destination or transit; preventive measures to be taken, as well as additional safety instructions (e.g. SDS* - Safety Data Sheets), if any. Such data shall be entered also in the bill of lading or in other eligible document in accordance with Annex A of the ADR convention. The Client and/or the Sender/Shipper must submit and ensure the entering in

the bill of lading or in other eligible document in accordance with Annex A of the ADR convention of any other information, required under the relevant provisions of the laws and regulations in effect and the ADR convention.

(2) The Client and/or the Sender/Shipper must provide UVEN with complete, true, accurate and exhaustive documentation relating to the Dangerous goods, including such that must accompany the Goods.

(3) For any failure to comply with the provisions of Paragraph 1 and Paragraph 2, including if the information or documentation referred to Paragraph 1 and Paragraph 2 is incomplete, untrue, insufficient or inaccurate, and the Dangerous goods would be handed over to UVEN or to carrier designated by the latter, the Client and/or the Sender/Shipper shall be held liable for the resulting costs and damages.

Article 34 The Client and/or the Sender/Shipper shall be obligated:

1. to hand over the Dangerous goods, duly packed and marked in accordance with the provisions of the applicable laws and the ADR convention;

2. to give to UVEN written Instructions (including declaration for the Dangerous goods and/or required TREM-cards) about:

a) nature of the danger and the security measures to prevent it during the storage, handling and carriage of the Dangerous goods;

b) The measures to be taken in the event of an accident affecting the Dangerous goods, including the assistance to be rendered to the persons who have come into contact with the Dangerous goods or with its emitted substances.

Article 35 (1) The Dangerous goods, which has not been declared as such to UVEN according to the laws and regulations in effect and these General Terms and Conditions, may, at any time or place, be unloaded, destroyed or rendered harmless by UVEN, without any compensation whatsoever. Further, the Client and/or the Sender/Shipper shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

(2) UVEN may at any time, without any compensation due, to unload, render harmless or

destroy the Dangerous goods, which have been duly declared as such, if the Dangerous goods pose an immediate risk to human life or health, property or the environment. UVEN shall exert all reasonable efforts to notify in advance the Client and/or the Sender/Shipper about their actions, except in emergencies.

SECTION VII

CLAUSE “ATP”

Article 36 (1) The International freight forwarding and/or carriage of the Perishable foodstuffs, carried out by UVEN, shall be also governed by the provisions of the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for such Carriage (ATP).

(2) The deadline for submission of the request for carriage of Perishable foodstuffs shall be at least 72 hours before the date of loading, unless UVEN has expressly agreed in writing to a shorter deadline. The acceptance of spot requests is possible only in presence of the prerequisites for performance of the carriage, where the recommended planning is on a weekly basis.

Sofia, 2018