

## **General terms and conditions**

These General Terms and Conditions (hereinafter GTC) form an inseparable part of the Freight Order-Carriage Contract (order for the performance of a freight task), which contains all the rules related to the performance of freight tasks given by the Client (Lapidibus Kft.).

By accepting the transport task or starting the performance (performing), the Trustee fully accepts the provisions of the GTC, acknowledges, observes and complies with its provisions, therefore the Freight Order enters into force even without the confirmation of the Trustee.

### **1.1. FREIGHT ORDER**

1.1.1. The parties shall recognize those communicated by e-mail as official communications between them. In case of damages and problematic cases, the Client may confirm the information provided by e-mail by return receipt letter.

1.1.2. The Trustee executes the Client's transportation duties on the basis of the data and conditions indicated in the document entitled Freight Order sent to him by e-mail.

1.1.3. If the Trustee does not comment within 2 hours of sending the Freight Order, the Client shall consider the Freight Order accepted.

1.1.4. The Freight Order shall also be deemed accepted if the Trustee sends the registration number of the vehicle intended for the performance of the carriage to the Client, or if the Trustee starts to perform the carriage (performance).

1.1.5. In all cases, the Trustee is obliged to make sure that the received Freight Order comes from the Client. The Freight Order or written instruction sent only and exclusively from the e-mail addresses used by the Client and other contact details published on the Client's website is valid for the Trustee. Trustee is fully liable for damages resulting from failure to do so.

### **1.2. PERFORMANCE**

1.2.1. Based on the Freight Order, the Trustee stands out for carriage at the appointed / agreed time, with a tilt truck with sealed, clean, intact platform. There must be no foreign matter on the platform. The truck must be provided with tilt in such a way that the weather cannot damage the goods.

### **1.3. LATE PERFORMANCE**

1.3.1. In order to be released from liability, the Trustee may not plead the defective condition of the vehicle used to carry out the carriage against the Client.

1.3.2. In the event of a late delivery of the lorry, the Client may withdraw from the contract and claim the costs resulting from the unsuccessful attempt to load, as well as the surcharge paid for the other vehicle.

1.3.3. Delivery beyond the date specified as the date of delivery of the goods in the Freight Order considered a late performance.

1.3.4. Delay in delivery, and at the same time exceeding the time limit for carriage, shall be deemed to have occurred if the goods have not been delivered by the carrier within the time limit specified in the Freight Order or, in the absence of an agreement, within the time expected from a diligent carrier.

1.3.5. In the event of a delay, if the delay results in damage to the Client, the Trustee shall be liable to pay compensation.

1.3.6. In case of non-employment, all verifiable damages shall be charged by the Client to the Trustee, but at least EUR 100 for each transport task not performed by the deadline, as a penalty for failure.

#### **1.4. ADDITIONAL PROVISIONS**

1.4.1. The Trustee may act during the carriage of goods only on the basis of the instructions received from the Client, and may not accept instructions from a third party before, during or at the end of the carriage of goods. Trustee shall bear all damages resulting therefrom.

#### **1.5. HINDRANCE**

1.5.1. If the Trustee does not find the address of the loading or unloading site on the Freight Order, or cannot identify it or encounters other obstacles (e.g. the goods are not received or handed over, etc.), and must notify the Client immediately before loading or unloading the goods in order to request new instructions. Damage resulting from failure to do so and from incorrect pick-up or unloading shall be borne in full by the Trustee. The Trustee is obliged to check the data provided in the Freight Order, in particular the name and address of the Recipient and the address of the unloading site. In the event of an erratum or incomplete Client's instruction, the Trustee must immediately inform the Client; damages resulting from failure to provide information shall be borne by the Trustee.

#### **1.6. OBLIGATION TO PROVIDE INFORMATION**

1.6.1. The Trustee is obliged to immediately inform the Client about the breakdown of the truck so that it can take action in time. If the information is omitted or delayed, the resulting additional costs (e.g. penalties, etc.) shall be borne by the Trustee, if it is invoiced by the Client's customer. The Trustee accepts that any breach of contract attributable to a failure to request information or to provide information shall be deemed to be a breach of contract committed with gross negligence, which is equivalent to intentionality, thus, in the case of damage resulting from such a breach of contract, the limitation period is 3 years, and the Trustee agrees that in the event of damage resulting from such breach of contract, he may not invoke a circumstance which would exclude the Trustee's liability.

#### **1.7. GOODS DAMAGE**

1.7.1. If the freight task is not performed in accordance with the instructions in the Freight Order, (e.g. damage due to incorrect loading or unloading, delayed or non-performance of the undertaken transport, involvement of a subcontractor not classified as such in GMP + transport, time limit exceeded, etc.) or damage is caused to the goods during the performance of the carriage (e.g. shortage of goods, accident at a road, loading or unloading site, damage to goods due to improper securing of cargo, damage to third parties, etc.), or there is a delay in sending the requested data / documents on time and the delay is due to the Trustee's failure to act, the Client holds the Trustee fully liable up to the verifiable losses + their additional costs.

1.7.2. In the event of loss, damage, partial or total destruction of the goods, the Trustee's liability under Article 23 (3) of the CMR Convention is 8.33 SDR, i.e. approx. EUR 9.3 / gross kilogram, a maximum of 500,000 SDR / loss event shall apply between the Parties.

1.7.3. In the event of damage, the Trustee is obliged to report the damage to the insurer of the party to the contract (CMR, BAF), taking into account the term specified in the contract.

1.7.4. The Trustee must indicate the owner of the goods (who owned the goods at the time of the damage) as the injured party on the damage report form.

1.7.5. Insurer - in case of complete documentation / positive assessment - directly indemnifies the owner of the goods, except for the deductible.

1.7.6. Trustee pays the deductible directly to the owner of the goods.

1.7.7. In the event of damage, the Client shall send a notice of liability to the Trustee.

1.7.8. Client undertakes to obtain the following documents from the owner of the goods within a maximum of 30 days from the occurrence of the damage event:

1.7.8.1. The full claim in the form of an itemized claim letter or damage invoice

1.7.8.2. Packing list

1.7.8.3. Weight certificate

1.7.9. In case of damage, in order to successfully settle the damage, the Trustee is obliged to obtain and send the following documents to the injured party (indicating the Client in a copy) by e-mail:

1.7.9.1. CMR transport document

1.7.9.2. Copy of CMR Liability Insurance Policy

1.7.9.3. Copy of carrier's liability insurance

1.7.9.4. Copy of Community license

1.7.9.5. Copy of the registration certificate of the vehicle combination performing the freight

1.7.9.6. Damages protocol

1.7.9.7. Minutes of the driver's hearing (according to the driver, what caused the damage, does he feel responsible for the damage, etc.)

1.7.9.8. Accident photos (if any)

1.7.9.9. Claim form submitted to the insurer

1.7.9.10. Contact of the insurer

1.7.9.11. All related official minutes and documents

1.7.9.12. During partial destruction, if the damaged goods are unfit for further use: scrapping and destruction protocol

1.7.9.13. If the damaged goods can be resold, a sales invoice for this.

1.7.10. In order to mitigate the damage, the Client undertakes, if required, to mediate between the injured party and the Trustee in the acquisition of the documents within the competence of him and the insurer (Sections 1.6.8.1-1.6.8.12 of these GTC). In case of unsuccessful mediation, the Client is not liable.

1.7.11. The Trustee may not absolve himself from the Client's liability for damages by referring to the incomplete documentation or by claiming the value of the damage to the goods, in particular, he may not dispute the amount of compensation against the Client, if he complies with Article 23 (3) (SDR) and Article 23 (1) of the CMR Convention: "Where the carrier is liable under the provisions of this Convention for the partial or total loss of the goods, the compensation shall be calculated on the basis of the value of the goods at the time and place when they were accepted for carriage."

1.7.12. If the owner of the goods insists on the settlement of damages by the Client, the Client shall settle the amount indicated in the damage invoice or damage notice of the owner of the goods on time.

1.7.13. Until the full consideration for the damage + ancillary costs has been paid financially to either the owner of the goods or the Client, the Client objects to set-off against the Trustee in accordance with the relevant provisions of the Civil Code, that is, the Trustee suspends the financial execution of the freight invoices being at the Client and of the items performed but not yet invoiced until the exact value of the damage is determined or to the extent (20% of the value of the damage) of the additional costs of the case (e.g. involvement of a claims settlement expert or legal representative, etc.), accordingly, disputes these invoices or includes them in the total value of the damage + ancillary costs, to which the Trustee contributes by assuming the transport task. In such a case, the Client shall send a written letter of damages / claim form to the Trustee informing about it. If the owner of the goods or the Client is compensated in a verifiable manner, the Trustee's withheld accounts will be financially settled on the business day following the certificate, without any obligation to pay interest.

1.7.14. In case of non-recovery of compensation for damage certified by the insurer (the insurer is exempted from providing the service due to e.g. drunk driving, intoxication, overloading, lack of official permits, force majeure damage, damage to the internal characteristics of the cargo, damage to insect pests, damage inside intact packaging, damage resulting from charges, fines, damage

resulting from non-compliance with the transport temperature, damage resulting from incorrect delivery of goods, storage costs of more than 30 days in the case of delivery, damage resulting from parking in a place not intended for the truck parking lot (e.g. theft, tampering, etc.), the cost of destroying the goods, the driver leaving the vehicle outside the waiting period and damage occurs to the goods, grievance charge damage, damage resulting from indirect loss, infringement damage, damage resulting from gross or wilful negligence, damage attributable to an unsuitable technical condition, etc.) the Client sends a damage notification (in some cases a damages invoice falling outside the scope of VAT) to the Trustee about the amount of the certified damage and its additional costs, and makes unilateral compensation from the Trustee's withheld, disputed, consolidated invoices, to which the Trustee agrees. If the amount of the withheld, disputed, consolidated invoices does not cover the full amount of the damage, the Client is entitled to invoice the full or partial amount of the damage to the Trustee, who is obliged to pay it by 8 calendar days.

## **1.8. RESPONSIBILITY OF THE TRUSTEE**

1.8.1. The Trustee declares and fully guarantees that it has all the necessary licenses, permits, insurance, authorization and documents necessary for the performance of the activities to be performed on the basis of this assignment.

1.8.2. The Trustee declares that it employs its employees participating in the performance of the tasks performed within the framework of the Freight Order with an employment contract in accordance with the legislation in force at any time, in a declared manner, who have the necessary licenses, permits, qualifications, medical records, official food transport permits and all other documents required for the transport.

1.8.3. The Trustee acknowledges that he is solely responsible for any violation of any applicable laws, EU norms and regulations related to the employment relationship. The Trustee undertakes to provide all necessary documents to the person (s) carrying out the inspection during the inspections (e.g. road, border, Client's inspections).

1.8.4. The Trustee is fully responsible for the loss of goods, total or partial destruction, deterioration due to depreciation (e.g. contamination, broken or damaged goods due to his actions), therefore, in these cases, the Trustee is obliged to fully reimburse the Client for the full value of the goods and the depreciation. The Trustee shall immediately notify the Client of any contamination of the goods, even if the loading is suspended, waiting for his action. In the event of failure to do so, the Client shall pass on all damages to the Trustee.

## **1.9. GMP+ FSA STANDARD (B4, bulk goods)**

1.9.1. If the freight is subject to GMP +, the Trustee is obliged to carry out the records, data and documentation in accordance with the procedure entitled "Requirements of the Client for GMP+B4 standard" according to the Client's instructions.

1.9.2. It is necessary for the Trustee to comply with the rules of the so-called "GMP + B4 Cleaning Standards" and to fill in the "Vehicle Cleanliness Declaration", which must be issued in accordance with the requirements of GMP + B4 by sending the completed document in duplicate together with the consignment note, invoice and other proof of delivery (CMR, weighing note, delivery note) for each freight task from the Client.

1.9.3. In the case of cleaning and disinfection, the minimum tasks to be performed before transport are as follows:

If the previous shipment was/were:

- a) Feed material: sweeping
- b) Packaged products: sweeping
- c) Earth / stone: water cleaning (high pressure water)
- d) Fertilizer: water cleaning

- e) Dry manure: cleaning with water + disinfection
- f) Wet manure: cleaning + disinfection and approval following an inspection by a recognized organization
- g) Residues of animal origin: cleaning + disinfection and approval following an inspection by a recognized organization
- h) Poison - treated (dressed) unpackaged seeds: cleaning + disinfection and approval following an inspection by a recognized organization
- i) Household garbage, untreated food waste: cleaning + disinfection and approval following an inspection by a recognized organization
- j) In cases (e), (f), (g), (h) and (i), cleaning and disinfection must be documented!

1.9.4. The GMP + B4 standard requires traceability of freights. The delivery of the previous 3 freights must be documented to the Client. The IDTF code of the most important delivered materials can be read from a code table. IDTF codes can be found at <http://www.icrt-idth.com/en/index.php>.

1.9.5. If the Freight Order bears the indication GMP + FSA ASSURED, the order shall be executed in accordance with the relevant rules of the GMP + standard or the word "GMP + FSA ASSURED" shall be entered in box 18 of the CMR. The freight can only be carried out by trucks of GMP + certified companies, or it can only be subcontracted to GMP + certified companies. The Trustee shall bear any damages resulting therefrom.

## **1.10. DECLARATIONS**

1.10.1. During the carriage of bulk goods, at the request of the Client, the Trustee, in accordance with EU regulations, is obliged to provide a written declaration (Declaration of Purity) before the commencement of the carriage about the goods carried by the means of transport 3 times prior to the carriage, and to inform the Client about the method of cleaning the platform and its material.

1.10.2. In case of delivery of soy product, the Trustee consents to the completion of the GMO Declaration.

1.10.3. The Trustee is obliged to allow the assigned quality inspector to inspect the platform.

1.10.4. In the event of detection of non-compliance endangering feed and food safety, the receiver or the server may refuse to accept or release the goods, by recording minutes. The Client shall fully pass on the damage resulting from the return of the goods or the delay in carriage to the Trustee.

## **1.11. LOSS OF GOODS**

1.11.1. The Trustee agrees that the Parties shall also consider the case of unloading of the goods in the wrong place to be a loss of goods, if the goods are not delivered to the consignee according to the Freight Order within 30 days after the deadline for performance specified in the order, by and at the expense of the Trustee.

1.11.2. The Trustee agrees to pay damages up to the full value of the goods in case of loss of the goods.

1.11.3. The insurer shall not indemnify for damage resulting from the incorrect delivery of the goods.

## **1.12. OBJECTION TO THE QUALITY OF THE CARGO**

1.12.1. If the recipient of the goods raises quality objections upon delivery of the goods, the Trustee shall immediately notify the Client of the problem, even before signing the minutes.

1.12.2. During the receipt / customs clearance of the goods, the Trustee is obliged to check the integrity of the packaging of the goods, the quantity / number of goods actually loaded on the document / order. If necessary, the driver must enter his reservations in box 18 of the CMR consignment note and, in the case of domestic transport, in the appropriate box of the consignment note.

### **1.13. INVOLVEMENT OF SEVERAL CARRIERS**

1.13.1. The Trustee may subcontract the undertaken transport (involvement of 3rd party) only after prior consultation with the Client and with the written approval of the Client. The Trustee undertakes to use only a pre-qualified subcontractor, and to use a truck with BÁF, CMR liability insurance valid for the given transport, in the case of GMP + transports only a subcontractor with such a qualification. If the Trustee entrusts the forwarding of the goods to another carrier, the carrier shall have full, all-round responsibility and liability for the performance of the transport task with respect to the additional carrier used, including possible damage to the goods, total or partial loss or destruction of the goods. In the case of carriage performed by successive carriers, the carriers shall be jointly and severally liable for the performance of the entire carriage, the obligations of the carriers shall be governed by the provisions applicable to several obligors. In the event of a breach of the obligation set forth in this clause, the Trustee shall be liable for all damages that would not have occurred without it. It is the responsibility of the Trustee that the involved carrier fully complies with the relevant legal provisions and the provisions of these GTC.

1.13.2. GMP + FSA ASSURED can only be transported by trucks of GMP + certified companies or can only be subcontracted to GMP + certified companies.

### **1.14. RELEVANT LEGISLATION, PERMITS**

1.14.1. The Trustee must comply with the laws and regulations in force concerning road transport; in proceedings initiated due to their violation (e.g. overweight, axle group overload, etc.), the legal and material liability is the sole responsibility of the Trustee.

1.14.2. The Trustee has the necessary official permits and insurance for the carriage of goods (community and domestic carrier's license, BÁF, KÁF, carrier's liability insurance, CMR liability insurance, ADR license in the case of transport of dangerous goods, ADR examination, cabotage insurance, etc.), and a TIR Carnet, a T-document to be issued by the Trustee.

1.14.3. The truck driver must have a mobile phone and the spanifiers, support rods, edge guards, etc. required to secure the goods as specified in the Freight Order.

1.14.4. If the goods to be transported are dangerous goods, the means of transport to be displayed must comply with the applicable ADR regulations. The driver must have a valid ADR examination and the necessary ADR protective equipment. It is the driver's responsibility to ensure that he receives all the documents required for the transport of the dangerous goods at the place of loading.

1.14.5. The Trustee shall comply and makes his employee to comply with the rules on the allocation of working and rest time for drivers (AETR) and shall accept the assignment for the freight task in such a way that the freight task can be performed. If the Trustee's employee is unable to complete the transport task on time due to the expiration of the driving time and it is clearly attributable to the Trustee or his employee, the Client shall fully transfer the damages resulting from the transport delay to the Trustee. The Trustee, as an employer, is obliged to make his employees comply with the regulations of the EU Member States concerning the current minimum wages, which differ from country to country (MILOG, Lohn und Sozialdumping, Loi Macron, etc.), and comply with the accompanying declaration obligations, and to spend the 45-hour rest period, and to take into account international legislation on cabotage.

1.14.6. The Trustee fully complies with the system of working, fire and environmental protection conditions of the loading or unloading site (factory, port, etc.), and makes his employees comply with it. He is fully liable for damages and penalties resulting from non-compliance. The driver must have a visibility vest, safety shoes, a helmet, safety goggles, a body harness if necessary, etc., which he must use if required by the site regulations.

1.14.7. Fines, official convictions, damages, prohibitions, ad hoc penalties arising from traffic are fully borne by the Trustee.

## **1.15. INSURANCE**

1.15.1. Trustee is fully insured for the goods (CMR cover, cabotage insurance), having regard to his liability under Section 29 of Act 3 of 1971 (CMR Convention). Consequently, the Trustee's CMR liability insurance for the damage of goods must cover a minimum amount of USD 100,000 (i.e. one hundred thousand) / year / damage.

1.15.2. Trustee's activity liability insurance (BÁF) shall have sufficient insurance coverage with the minimum coverage amount usual in the market.

1.15.3. In the event that the value of the consignment significantly exceeds the amount of the Carrier's CMR liability insurance, the Client is entitled to take out separate (ad hoc) insurance for the difference, at the request and expense of the owner of the goods.

1.15.4. If the Trustee violates these General Terms and Conditions or the obligations contained in the Freight Order, (such as, but not limited to, parking lots, driving time, etc.) and the Client or other third party is subject to damage, the Trustee declares that he is liable for gross negligence or wilful misconduct with regard to the occurrence of the damage in accordance with Article 29 of the CMR Decree, and thus may not invoke the provisions of the CMR Decree or these GTC which exclude, limit or release its liability from the burden of proof.

1.15.5. The Trustee declares that it assumes unlimited liability to the Client or third parties for all damages that would not have occurred without the breach of contract.

1.15.6. The Trustee must notify the Client of any changes in the conditions, limits, etc. that have occurred in the liability insurance no later than the day following the change.

## **1.16. REPORTING OBLIGATION**

1.16.1. The Trustee is obliged to dictate the loaded weight or, in the case of piece goods, the number of packages / EUR pallets / big-bags and their weight to the Client's employee by phone immediately after loading, and the weight and / or number of pieces delivered to the Client's employee by phone no later than 10:00 on the day following the delivery.

1.16.2. The Client may request the Trustee to photograph the delivery note, weighing note by smartphone and send it electronically (viber, skype, email, sms, messenger, etc.).

1.16.3. At the request of the Client, the Trustee is obliged to provide the GPS coordinates of his trucks or GPS access.

1.16.4. In the event of a lack of travel or insurance damage, the Client may request a tachograph disc or a printed tachograph tape from the Trustee for the given transport.

1.16.5. During unloading of bulk goods by rail, the Trustee is obliged to show the platform to the Client or his on-site representative or subcontractor after unloading, or to tolerate the visual inspection of the goods before unloading.

## **1.17. RULES FOR HANDLING PACKAGING**

1.17.1. The Trustee may only accept goods stored on completely intact pallets marked "EUR" and "EPAL". If the pallet is broken, damaged, defective or unmarked, the driver must report it to the loading site and have it replaced. If the loading site refuses to do so, the Client shall request immediate notification of this.

1.17.2. The Trustee is fully responsible for the proper quality of the returned replacement pallet. The Trustee acknowledges that the packaging used for loading and unloading (pallets, lattice containers and other loading equipment) must, as a general rule, be replaced by packaging of the same type and quality. The Trustee is obliged to demand from the Recipient the same type and quality of packaging as he delivered. The Client requests immediate notification of the number of pallets received "without value".

1.17.3. The Trustee acknowledges that in case of a debt it is obliged to return it to the Client within 10 days. If the consignee of the consignment does not deliver the replacement packaging, the fact must be confirmed with the consignee.

1.17.4. If the Trustee does not return the pallets to the Client on time or is unable to settle with them, the Client shall issue an invoice to the Trustee, the basis of which is: 10 EUR / pallet + 15 EUR administration fee / invoice. The Client is entitled to compensate the amount of the invoiced pallets + administration fee from the Trustee's invoices with him; in case of lack of coverage, to re-invoice it to the Trustee for a period of 8 calendar days, to which the Trustee agrees.

1.17.5. The replacement pallet receipt is attached to the invoice.

1.17.6. If the Client / Trustee maintains a package register, it shall be reconciled on a monthly basis. The monthly balance shall be confirmed in writing by both parties by the 15th (fifteenth) day of the following month. The balance not disputed by the Carrier shall be deemed accepted within 8 (eight) days of arrival to the Trustee of the balance sheet sent by the Client. In the event of a dispute, the Client's records shall prevail.

### **1.18. HEDGE PURCHASE**

1.18.1. If the Client can reasonably assume on the basis of the available information that the Trustee will not perform the undertaken transport task (does not perform), the Client is entitled to entrust a 3rd person with the provision of the transport at the expense and risk of the Trustee (if found), to compensate the difference amount of which (additional freight charge /if any/ - original freight charge) from the Trustee's invoice with him, in case of lack of cover, to re-invoice it to the Trustee for a period of 8 calendar days, to which the Trustee agrees.

1.18.2. If the Trustee cannot find a 3rd person to carry out the transport, the resulting damage shall be fully borne by the Trustee.

1.18.3. The Trustee, if the undertaken carriage is cancelled when it already causes damage, or he arrives with a type of truck other than the type of truck covered by the Freight Order which is unsuitable for the work, the Client shall pass on the resulting damage, but at least EUR 150 / cancelled shipment, to the Trustee, as penalty for failure. The parties shall consider a cancellation within 24 hours of the acceptance of the carriage as a cancelled carriage.

1.18.4. In the case of a Hungarian Trustee and domestic transport relation, Sections 16-17 of the relevant Government Decree 120/2016 (7 June) are also valid.

### **1.19. TRANSSHIPMENT OF GOODS, REPLACEMENT OF TRACTOR / TRAILER**

1.19.1. It is forbidden to load and tranship the consignment or to change a tractor / trailer without the Client's permission.

1.19.2. Between loading and unloading, the Trustee shall not be entitled to transfer the goods, or any part thereof, to third parties, unless the Client has instructed him to do so in advance.

1.19.3. The Trustee is not entitled to break up the consignment in any way, so in particular it is not entitled to forward the goods on several means of transport in the absence of an express instruction from the Client.

1.19.4. The Client classifies these actions as intentional, gross negligence and breach of contract, the resulting damages are fully, but at least 1000 EUR / transhipped vehicle, passed on to the Trustee.

1.19.5. If the Trustee exchanges a license plate between in-weighing and out-weighing within the site, the Client classifies it as a criminal offense and makes a police report.

### **1.20. MISSING GOODS**

1.20.1. In the case of the carriage of goods in bulk, the difference between the net weight recorded and delivered may not exceed 2 parts per thousand, if the deviation is greater than this, the Client shall pass on the proven damage resulting from arising weight loss to the Trustee. If the Client

applies a weight difference tolerance of 0% in accordance with the regulations of the owner of the goods in the case of bulk transport of goods with regard to the difference between the weights taken and delivered, he shall indicate this in the remark box what the Trustee acknowledges by accepting the freight task.

1.20.2. In case of theft of quality goods, exchange or change of quality of goods, the Client has the right to issue to the Trustee a damage notification or a damage invoice falling outside the scope of VAT about the damage (value of the goods, difference in the value of the goods, etc.) (the basis of which is the damage invoice or damage notification of the Client's customer), and to compensate the amount thereof from the invoice with the Client, in case of lack of cover, the to re-invoice it to the Trustee for a period of 8 calendar days, to which the Trustee agrees.

1.20.3. Due to missing goods in the direct train during the transshipment of bulk goods by rail, the Client may initiate an investigation in order to find out the causes of the deficiency, in which he shall involve the Trustee and evaluate his work. The inspection shall cover, in particular, lorries loading into an incomplete railway wagon or group of railway wagons, the duration of their unloading, late completion and the provisions of Section 1.16.4 of this contract. If an anomaly is detected, the Client will make a police report or may demand full compensation from the Trustee.

### **1.21. WEIGHING THE GOODS**

1.21.1. The Trustee carefully checks and promotes the accuracy of empty-full weighing. In the event of anomalies in the weighing, the Trustee shall immediately notify the Client. He is entitled to indicate his objections in box 18 of the CMR or on the journey form. Failing this, the Client shall fully enforce all damages resulting from the weight deviation towards the Trustee.

1.21.2. In the case of the carriage of piece goods, if the goods are to be released at the loading site without weighing (and weighing is required) or the vehicle is thus released, the Trustee must notify the Client of this before departure, and must carry out a measure for its weighing.

1.21.3. In the case of transport of bulk goods, the vehicle may not leave the site without weighing and proof of weight.

1.21.4. The Client will not accept the measurement result with an additional weight or an unverified balance.

1.21.5. During receipt and delivery of goods, the truck driver must be present at the weighing. Abnormalities must be recorded on the journey form and must be certified. The driver may only accept an accompanying set of documents at the loading site, on which the gross, tare and net weight (weight of the goods) are also indicated. A certified copy of this (stamp, signature) must be sent to the Client.

1.21.6. In the case of empty-full weighing, he checks and promotes the accuracy of the weighing with due care. In the case of bulk goods, if he experiences a difference of more than -60 kg compared to the known self-weight and the loaded weight, the Trustee shall make the weighing to be repeated. If the re-weighing also differs from the previous measurement results, the Trustee may not start the delivery (unloading) of the goods and must report the irregularity to the Client.

1.21.7. In the case of transshipment (unloading and loading) of bulk goods by rail, the Client may carry out empty-full or ad hoc control weighing of all truck assemblies involved in the transport, at a weighing station with a certified 60-tonne bridge scale closest to the freight station or industrial track. The costs of any additional transport distance arising due to the weighing may be accounted for by the Trustee in the freight charge.

1.21.8. In case of transportation of bulk goods, the Client shall have the pre-loaded trucks re-measured before unloading the goods.

1.21.9. If the loading site or the owner of the goods detects the overweight of the transport vehicle after delivery of the product, he may prohibit leaving the loading site. If the driver notices the overweight and the loading site refuses to lighten the truck, he must immediately notify the Client and the Trustee may not leave the site until instructed to do so.

## **1.22. RECEIPT / DELIVERY OF THE GOODS**

1.22.1. The Trustee may not leave the destination after the delivery of the product until the recipient has duly confirmed the receipt (signature, stamp) - by date, hour, minute -, or similarly, has duly confirmed the refusal to accept, stating the reason.

1.22.2. In the case of domestic transport, the driver of the vehicle must check whether unloading site and the name of the purchasing company are written on the delivery note. Upon delivery of the goods, the Trustee takes the delivery note a certified manner and also confirms the journey form. If the consignee is unable to deliver a certified copy of the delivery note, the Trustee or his driver must at least makes the journey form to be certified.

1.22.3. In the case of international transport, the consignee of the goods signs and stamps the CMR delivery note, takes the official weighing note issued for the quantity unloaded, the Lieferschein, and the DDT. If the consignee of the goods does not stamp the CMR, his name and identity card number must be written in capital letters and the document must be signed.

1.22.4. The truck driver is obliged to check that the goods have been handed over to the consignee specified in the Freight Order at the fixed address, may unload the goods only if all the details match, otherwise, must bear all damages. In case of discrepancies, the driver is obliged to request information from the Client.

1.22.5. The Trustee is obliged to ensure that the goods are unloaded and loaded in the shortest possible time. The goods must not be placed, even for a short time, in an area accessible by others or not controlled, or in an area not protected from soaking.

1.22.6. The Trustee is obliged to ensure that the driver is present at all times during loading and unloading. The Trustee is responsible for the safe loading of the goods and their proper securing. The driver must make sure that the goods are securely fastened before disconnecting from the loading site. If, during loading or unloading, the driver notices any defects or a circumstance involving the risk of subsequent damage to the goods (e.g. improper securing), he is obliged to ask the persons performing the loading or unloading to rectify it. If the correction is not carried out, the driver is obliged to do it himself, if this is not possible, to confirm the non-correction with the loading site and to refuse to start the transport, a fact which the Carrier must immediately notify the Client. If the driver cannot be present at the loading or unloading, he must indicate this fact on the transport documents and have it certified at the loading site. In the absence of such proof, the driver shall be deemed to have been present at the loading and all the fixations and corrections requested by him have been made during loading.

1.22.7. The driver is also obliged to ensure that the goods are received in number. The Trustee must always inspect the goods before receipt for quantitative, special requirements and compliance with the transport documents. In the event of visible contamination, damage or alteration by unauthorized persons, the Trustee shall, before receiving the goods, request the Client's instructions regarding receipt.

1.22.8. If necessary, the driver must ensure that the load compartment of the vehicle is sealed before leaving the loading site. The date and time of receipt, the registration number of the truck and, if affixed, the seal number must be indicated on the transport documents. Only persons performing loading and unloading or officials (e.g. police, customs) may remove or replace the seal. The driver can only do this if instructed by the Client.

1.22.9. The Trustee is obliged to supervise the vehicle during the transport, keep the doors of both the load compartment and the cab closed, park the vehicle safely and regularly during the rest period, if possible, keep it in a guarded place. It must also prevent unauthorized persons from entering the load compartment or gaining access to the goods in any way.

1.22.10. On ferries, the regulations of the ferry company must always be followed, but the driver must stay near the vehicle as long as possible and check it regularly during the journey.

1.22.11. During the rest period, the break during transport (whether planned or not), e.g. on weekends, during public holidays, the truck / loading unit must be protected against unauthorized

intrusion. The following considerations should be taken into account when selecting a parking space:  
- the area must always be adequately lit, - the area should be located along major roads / highways, -  
the truck must park next to other cars, but in such a way as to ensure a simple / easy departure, -  
avoid parking or resting in an unlit or significantly different place from the transit road.

### **1.23. INDEMNIFICATION OF THE TRUSTEE**

1.23.1. If the Trustee encounters a situation other than the disposition (e.g. he has to perform manual loading or due to missing goods, he cannot fully load, etc.) and this is recorded on the journey form, and is certified, compensation is due as follows:

1.23.2. Manual loading: The Trustee may charge a loading fee as agreed.

1.23.3. In case of a failed transport, the Client reimburses the cost of running the truck, according to the content of the contract concluded with the Client's customer, from the parking site to the loading site and back. The distance determined by the Client's route planning software is authoritative for determining the distance.

1.23.4. Missing goods: if the Trustee is unable to fully load the truck due to missing goods, the Client shall supplement the freight charge to the weight specified in the contract.

1.23.5. Downtime fee domestic relation: The Client pays a downtime fee if the contract concluded with the Client's customer contains a downtime fee and it is recognized by the Client's customer. Waiting for 3 hours is free of housage, additional downtime fee will be charged according to an individual agreement.

1.23.6. Downtime fee international relation: The Client pays a downtime fee if the contract concluded with the Client's customer contains a downtime fee and it is recognized by the Client's customer. Waiting at the loading and unloading site for the first 24 hours is free of charge, after that the charge is settled according to an individual agreement.

1.23.7. For the CIS, the Balkans and the Middle East, 48 hours are free of housage. The Trustee is not entitled to a downtime fee if the means of transport arrived at the indicated place at a different time from the time of loading or unloading indicated in the order. Saturdays, Sundays and public holidays and waiting for customs clearance are always free of charge. Proof of downtime is primarily done by filling in the Residence Certificate or, failing that, in box 18 of the CMR delivery note, by indicating the dates of check-in and check-out and by countersigning it. If they are refused to be filled in or signed by the person carrying out the loading, the GPS coordinates of the vehicle with the date will be used. The transmission of these documents and digital data to the Client is the responsibility of the Trustee.

1.23.8. Damages caused by any waiting, empty stand, manual loading, etc. of the truck shall be immediately reported to the Client by the Trustee, who may indemnify the Trustee only upon prior confirmation of the presence of certified documents (stamp imprint, signature, arrival, departure time, date, etc.).

### **1.24. INDEMNIFICATION OF THE CLIENT**

The Trustee shall be liable to the Client for compensation up to the full value of the damage in the following cases:

1.24.1. Quantitative or qualitative damage to the goods

1.24.2. For damages caused by loading or delivering the goods differently from the disposition (loading or unloading at a different location, loading from a bad ship, unloading into a bad ship, etc.).

1.24.3. Damage caused to the truck during the execution of the order (e.g. scattering of goods, destruction of goods due to an accident, etc.)

1.24.4. Missing goods or loss of goods

1.24.5. Damage caused by foreign matter

1.24.6. Damage caused by theft of goods

1.24.7. In case of weight loss over 2 parts per thousand per shipment (bulk goods)

1.24.8. If the Trustee reloads or loads larger quantities contrary to the disposition, and this results in the other carrier sent with the disposition not getting a work. In this case, the Trustee is obliged to pay the damage caused to the other carrier.

1.24.9. The parties consider the loss of goods to be the case when the Trustee does not wait for the unloading of the truck (s) arriving in front of him, and its consignment is unloaded arbitrarily at the site without the knowledge or consent of the Client

1.24.10. In the event of the Trustee's late delivery, late performance, time gate limit being exceeded or not appearing, the Client is entitled to compensate the amount of the penalty invoiced by the owner of the goods from the Trustee's invoice with him, in case of lack of cover, to re-invoice it to the Trustee, to which the Trustee agrees.

## **1.25. CONTROL OF THE WORK OF THE TRUSTEE**

1.25.1. The Trustee acknowledges that in the orders organized by the General Contractor, the Client may fully inspect the Trustee's vehicles (documents, equipment, etc.). During the inspection, the Client or its representative is entitled to stop the vehicle and subject it to a control measurement on the nearest road balance in the direction of travel, at the Client's expense.

1.25.2. The Client may delegate his right of control to his agents. For example, SGS, CESCO, MERT CONTROL, security services, etc. Agents in this case present a written order.

1.25.3. The Trustee acknowledges that the owner of the goods has the right to have the consignment until the delivery of the goods or until the consignee holds the consignment. In this capacity, he may intercept, re-route, designate another consignee or destination en route. The Trustee is obliged to follow the instructions of the Client in this regard.

## **1.26. EKAER**

1.26.1. The Trustee may start road transport only with the knowledge of the EKAER number related to the given transport. The EKAER number must also be indicated on the journey documents, transport documents (delivery note and waybill, CMR, etc.)

1.26.2. If the Trustee does not receive an EKAER number by the start of the carriage, it must report it to the Client.

1.26.3. In addition to knowing the EKAER number related to the given transport - and recording it on the journey documents - the Client must also know the following information related to the given transport:

- the name and quantity of the transported product,
- tractor and trailer registration plate numbers,
- the address of receipt, the address of unloading,
- if the unloading address is not the consignee's registered office, why he has to unload the goods here (e.g. in the case of unloading at a station for wagon unloading).

1.26.4. The Trustee is obliged to provide the above information and to hand over his / her journey documents and their accompanying documents in case of a possible Tax Authority or other official control to the control body.

1.26.5. The Trustee must inform the Client of a weight difference of more than 25.00 tons + / 10% before the start of the truck assembly, so that the Client can change the recorded weight in the EKAER system..

1.26.6. During the inspection, the driver must provide correct information in accordance with the transport documents, on the basis of which the inspector will judge whether the data heard correspond to those in the register and will decide whether or not to impose a penalty.

1.26.7. The Trustee shall immediately notify the Client if the above information is not available or is not clear or may not be interpreted.

1.26.8. The Client transfers to the Trustee all material and moral damages and responsibilities arising from that the administration related to the EKAER number and the driver's declaration submitted during the inspection is improper, not properly kept, or incomplete in part or in whole.

#### **1.27. COMPENSATION OF THE TRUSTEE**

- 1.27.1. The Client provides the Trustee with the additional services and additional benefits listed below.
- 1.27.2. The Client takes care of loading and unloading the goods.
- 1.27.3. The Client provides long-term, continuous work depending on the order.
- 1.27.4. The Client shall provide for the possibility of a shorter or immediate payment deadline in connection with the carriage according to a case-by-case agreement in accordance with the Trustee's request, if the Trustee has the necessary financial conditions.
- 1.27.5. In the event of an accident, the client assists in the damage relief, and contacts the authorities and the insurer upon request.
- 1.27.6. The Client takes out carrier's liability insurance to mitigate damages in the carrier's capacity.
- 1.27.7. In the event of a damage event (e.g. accident) in which the Trustee's means of transport is damaged, the Client helps to restore the Trustee's liquidity by quickly paying the subcontractor's invoice within the payment deadline, in some cases immediately after the submission of the invoice, if the Client's financial possibilities allow it.
- 1.27.8. The Client maintains constant contact with the loading and unloading sites, and makes this information available to the Trustee at the appropriate time.
- 1.27.9. Upon request, the Client provides legal advice at a favourable fee.
- 1.27.10. The Client gives the EKÁER number required for the transport (if necessary)
- 1.27.11. If necessary, the Client will provide an interpreter in German and in English.
- 1.27.12. The Client provides an opportunity for the Trustee to audit the GMP + quality certificate at a reasonable price, with the Client.
- 1.27.13. In the event of loading and unloading problems, border problems, etc., the Client is at the Trustee's disposal through his official contact.

#### **1.28. CARRIER'S LIEN**

- 1.28.1. The Trustee acknowledges that the Client excludes the establishment of a right of lien or retention on the assignment of any claim against it (including its factoring) or on any claim against the Client.
- 1.28.2. By assignment, lien establishment without the written approval of the Client, the Trustee commits a breach of contract against the Client, on the basis of which the Trustee is liable for damages.
- 1.28.3. The Client may request the Trustee to exercise the right of lien / retention on the goods delivered by the Client or its customers.
- 1.28.4. The Contracting Parties agree that the Client shall not pay an advance to the Trustee, shall not provide a payment guarantee, and shall not be subject to any other ancillary obligations securing the contract.

#### **1.29. DATA MANAGEMENT, GDPR**

- 1.29.1. The Client handles and protects personal data during the use of the service in accordance with the relevant data protection and other legislation. The processing and transmission of data is based on the consent of the data providers and in accordance with the provisions of Act CXII of 2011 on the right to information self-determination and freedom of information. The rules related to data

management are contained in a separate data protection information, which is available on the website [www.lapidibus.hu](http://www.lapidibus.hu), in the menu item Data Management Regulations.

### **1.30. ORDER OF DOCUMENTATION**

1.30.1. The Trustee shall send the invoices for the weekly deliveries specified in the Freight Order and their annexes (CMR, delivery note, weighing note, journey form, etc.) to the Client by post or otherwise send it to the company no later than within 8 calendar days after the performance of domestic transport tasks (Section 163 (2) c) of Act CXXVII of 2007), or after the performance of an international transport task, no later than within the 15th calendar day of the month following the full month (Section 163 (2) a of Act CXXVII of 2007).

1.30.2. Invoice attachments: International transport: signed, stamped CMR delivery note, official weighing note for loading and unloading, lieferschein (delivery note), DDT.

1.30.3. Invoice attachments: Domestic transport: signed journey form, official weighing note issued for the quantity loaded and unloaded, delivery note, Cleaning Log, Cleanliness Declaration.

1.30.4. The date of performance shall be deemed to be the date of delivery of the goods. If the billing period covers two different months, the services provided in each month can only be invoiced separately. If the Trustee's invoices and their annexes are not received within the above deadline, the Client shall enforce the resulting damage to the defaulting party. If the freight invoices and their attachments are not received within the above deadline or in accordance with the relevant provisions of the Hungarian VAT Act, then the Trustee is obliged to pay a penalty to the Client due to late performance; EUR 30 in the case of an invoice issued in EUR; HUF 10,000 HUF in the case of an invoice issued in HUF; in such a way that the amount of this penalty for late payment is deducted from the amount of the invoice issued by the Trustee to the Client, to which the Trustee hereby agrees. In addition, the Client will enforce other damages resulting from the delay, as well as the related additional costs, towards the Trustee, even through litigation.

1.30.5. When invoicing to the Client, the Trustee attaches the certified delivery note to the journey form. If the accompanying documents have already been submitted or mailed in advance, a copy of the journey form will suffice, which is certified.

1.30.6. Keeping a journey form: the transport of goods belonging to one Client and related to one type of goods in the same direction shall be entered on one journey form. Otherwise, a separate journey form must be kept for each journey.

1.30.7. A blank journey form must be written and certified for an empty delivery or a failed carriage.

1.30.8. The date of completion of the invoice is the last day of the completed transport subtask.

1.30.9. Invoicing is based on the net weight unloaded at any given time.

1.30.10. In the case of freight rates denominated in foreign currency, the average exchange rate of the Hungarian National Bank on the day of unloading shall be used to calculate the amount of VAT.

1.30.11. If the Trustee has to return the transported goods to the place of loading due to their quality or other reasons, he must certify their return or by weighing, and / or proof of take-back on the delivery note. Otherwise, if the goods are considered lost, the Client shall fully pass on the damage to the Trustee.

1.30.12. In the event of loss, theft or destruction of the delivery note, the Trustee shall be liable for all damages and costs incurred.

1.30.13. The cost of returning an erroneous invoice shall be borne by the Trustee. In case of return to domestic HUF 1,000 / shipment, in case of return abroad 5 EUR / shipment is deducted from the freight fee by the Trustee.

### **1.31. PAYMENT DEADLINE**

1.31.1. The deadline for payment of the Trustee's invoices is 30-60 calendar days from the date of receipt of the invoice and the complete package of documents certifying performance, including

periodic settlement, depending on the transportation relation and the Trustee's qualification.

1.31.2. If the invoice contains a payment deadline different from the deadline specified in the Freight Order, the Client is not obliged to accept it and is entitled to return it to the Trustee. The invoice will be deemed not to have been submitted in this case.

1.31.3. By prior arrangement, if the Client's liquidity situation allows, it may provide an opportunity to make a shorter payment deadline.

1.31.4. In case of incomplete sending of the document, the payment deadline starts from the receipt of the last required document.

1.31.5. The Client may, by means of a compensation agreement and with the written approval of the Trustee, make compensation from the freight invoices held by him.

1.31.6. Unless otherwise agreed, payments shall be made by transfer to the Trustee's account in accordance with the Accounting Act.

1.31.7. Occasionally, a cash payment may be made from the petty cash in accordance with the provisions of the Accounting Act.

### **1.32. CONFIDENTIALITY**

1.32.1. The Trustee undertakes to keep all business secrets in its possession in a timely manner, without restriction, and not to disclose it to a third party without the Client's authorization, nor to use it to gain an advantage for himself or another person, thereby causing a disadvantage to the Client.

1.32.2. The Trustee undertakes not to circumvent the Client with the data in its possession, not to initiate cooperation with its client or other legal or private persons with its participation, and not to establish a contractual relationship. The Trustee undertakes to pay compensation to the Client if it breaches this obligation.

1.32.3. The Parties agree that all cases when another carrier or forwarder contacts the Client's customer on the initiative of co-operation, who, or whose member or manager has a relationship with the Trustee, whether being in a family, membership or business relationship, the parties shall presume the enforceability of this paragraph.

1.32.4. In the event of a breach of this clause by the Trustee, a lump sum of EUR 2,000 (i.e. two thousand Euros) in each case shall be paid by the Trustee to the Client as flat-rate compensation. The penalty is due on the day of the breach of contract. The Client may also oblige the Trustee to pay the lump sum flat-rate compensation in civil litigation, if he objects to the compensation.

1.32.5. If the Trustee lawfully uses subcontractors to fulfil its contractual obligations arising from the Freight Order, it shall oblige them to comply with the provisions of these GTC.

1.32.6. The Client expressly draws the Trustee's attention to the fact that the Client, in addition to enforcing his civil law claims, will file an immediate criminal complaint in the event if non-compliance with the obligation of confidentiality also constitutes a criminal offense.

1.32.7. The Parties shall keep each other's good reputation during the term of this contract and after its termination and shall refrain from engaging in any conduct that would harm the other Party.

### **1.33. GOVERNING LEGISLATION**

1.33.1. In matters not regulated in these GTC, the CMR Convention applies in the case of international transport, and the provisions of the Civil Code in the case of domestic transport.

1.33.2. The language of this contract is Hungarian, if there is a discrepancy between the Hungarian and any foreign language versions of these GTC, the Hungarian version shall prevail in the event of a dispute.

1.33.3. If any person fails to comply with the provisions of these GTC and the Client does not take immediate action in this regard, it shall in no way be construed as a waiver by the Client of any of its rights arising from this contract, legislation or case law.

DATED: Baja, 21 September 2020