

UECC LDA ROAD TRANSPORT ORDER - TERMS & CONDITIONS

1. Tariffs and terms of payment

1.1. The Carrier's tariffs are all all-in (thus including diesel surcharge, tolls, etc.) but excluding VAT.

1.2. The Carrier's invoice must include the UECC reference number and be provided with an original, clearly legible CMR or SeaWay Bill and Customer's documents signed, stamped and dated by the receiver.

1.3. Payment of the invoice by UECC shall be made 60 days end of month of month in which the invoice was received, provided that the documents specified in Article 1.2 have been received by UECC.

1.4. All invoices must have the following billing address (the invoices will be issued to Portugal, so they will have to be without VAT):

UNITED EUROPEAN CAR CARRIERS UNIPessoal LDA

Rua Dr. Antonio José de Almeida, nº 25, 1º ANDAR

PT 9000-062 Funchal - Madeira

PORTUGAL

VAT: PT 511 163 924

The invoices must be sent together with completed CMR/SWB/Proof of Delivery to:

admin@uecc.com

Please do not send any invoices or other documents to the billing address by post.

2. Liability

2.1. The Carrier shall be liable for damage to the material and/or cargo and/or the course of transport except to the extent that the CMR Convention compellingly establishes otherwise. Waiting times and additional mileage caused through damage resp. failure of the truck/trailer cannot be claimed from UECC.

2.2. The Carrier shall hold UECC harmless for all claims of its client and/or third parties, to include local government authorities, that may be the consequence of or in connection with the inadequate use or action of driver-truck-trailer that the Carrier has performed within the context of this agreement. Parties have explicitly agreed that the Carrier shall indemnify UECC for all claims of third parties caused by or because of the truck-trailer combination. Any regress to UECC with regard to such claims of third parties shall be precluded.

2.3. The Carrier shall ensure adequate security of the vehicles it operates and instruct its drivers to take precautions to protect cargo vulnerable to theft transported on behalf of UECC.

2.4. The Carrier shall be liable for losses ensuing from lacking, late and/or inadequate compliance with fiscal, statutory and/or contractual obligations.

3. Insurance

3.1. The Carrier undertakes to conclude a carrier's liability insurance policy based on the provisions of the CMR Convention with an insured amount per event covering any circumstance as well as complete motor vehicle liability cover.

4. Delivery times

4.1. The agreed time of delivery by the Carrier shall be binding. Late delivery shall, without notice of default being required, be deemed a shortcoming imputable to the Carrier.

5. Transfer of rights

5.1 The Carrier may transfer its rights ensuing from the Agreement, in full or in part, to a third party only if all the Terms on this Agreement are guaranteed for UECC and can be committed by the third party.

6. Code of conduct & instructions for drivers

6.1. The Carrier shall load and unload based on the instructions of UECC. Upon failure to do so, all associated costs (e.g. waiting times, subsequent delivery costs) shall be covered by the Carrier.

6.2. The driver is responsible for the counting and (timely) loading of the goods, as well as inspection of the condition of the goods and the packaging. All damage, shortages and/or discrepancies must be noted on the CMR or SeaWay Bill and Packing List.

6.3. The driver must ensure that the loading of the vehicles has been carried out following the carrier's instructions and is reminded of the obligation to make sure that the cargo is lashed and secured in accordance with the legislation in force before leaving UECC's terminals & facilities or from UECC's contracted location & facilities for loading.

6.4. The Carrier shall comply with all local instructions in force at the loading and unloading addresses.

6.5. Unloading takes place only with an original CMR or SeaWay Bill and customer's documents. The consignee must sign and stamp for receipt of the cargo on the CMR or SWBill and customer's accompanying documentation - being this a packing list or document including the cargo description -. Driver must return to his main office copy of mentioned signed & stamped documents. As Proof of Delivery both documents must be provided with the Carrier's invoice.

6.6. If the Carrier deviates from the instructions of UECC, it shall be liable for all costs and losses thus ensuing.

7. Termination

7.1. UECC shall be entitled to cancel the agreement with immediate effect, without that requiring prior notice of default, if the Carrier fails to act in accordance with the agreement and/or the statutory procedures and/or the usual terms & conditions in the transport sector.

8. Applicable law and rules

8.1 The transport performed by the Carrier is based on the terms & conditions of the CMR Convention. All disputes between Parties will exclusively be settled by the competent court in the Country and the district of the choice of the complainant.

Vehicle requirements:

All vehicles used for collection and/or delivery:

- Must comply with local and regional legislation for the regions in which they operate.
- Shall be maintained to high standards of operational readiness at all times.
- Shall be curtain sided vehicles with loading and unloading access to both sides and the rear, and be completely weatherproof. When flat/open trailers are required it will be communicated and agreed in the loading order.
- Shall not have any damage to curtains, tires, doors, headboards, roof, floor or load restraining systems.

The transport provider can be required upon request, to provide full details of their service, maintenance, cleaning and replacement policies, with regard to vehicles, trailers and ancillary equipment.

When forwarded, any provided safety instructions at collection and/or delivery point shall be followed at all times.

9 Carrier performance assessment.

9.1 Each transport provider is evaluated annually on several key performance indicators:

- On-time performance
- Communication & reporting
- Frequency incidences & claims
- Billing accuracy

If a supplier fails to meet expectations in more than one category, this will result in a mis-qualification of the supplier for the following year.

United European Car Carriers Unipessoal LDA