UECC LDA ROAD TRANSPORT ORDER - TERMS & CONDITIONS

Scope. These Terms and Conditions apply to international carriage of goods by road contracted by UECC where the carriage falls within the scope of the Convention on the Contract for the International Carriage of Goods by Road (CMR). The mandatory provisions of the CMR shall prevail over any incompatible provision of these Terms and Conditions.

1. Tariffs, invoicing and terms of payment

1.1. The Carrier's tariffs shall be deemed all-in and shall include, unless expressly agreed otherwise in the Transport Order, fuel surcharges, tolls and all other ordinary costs required to perform the carriage. VAT or other indirect taxes shall be applied where legally required.

1.2. The Carrier's invoice shall state the relevant UECC reference number and shall be accompanied by the CMR consignment note, Sea Waybill where applicable, Proof of Delivery and any customer documentation required in the Transport Order. Electronic documents shall be accepted where legally valid and capable of reliably identifying the delivery.

1.3. Payment shall be made within the period agreed between the Parties and, in all cases, within any mandatory statutory limits that may apply. If documentation required to verify the service is missing, UECC shall notify the Carrier so that the omission may be remedied.

1.4. All invoices shall be issued to:

UNITED EUROPEAN CAR CARRIERS UNIPESSOAL LDA, Rua Dr. Antonio José de Almeida, nº 25, 1st Floor, PT 9000-062 Funchal - Madeira, PORTUGAL, VAT PT 511 163 924.

The applicable VAT treatment shall be determined in accordance with the law governing each transaction.

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 total or partial loss of, and damage to, the goods occurring between the time when it takes over the goods and the time of delivery, as well as for delay in delivery, subject to the conditions, limits, defences and rules of evidence established by the CMR.

2.2. The Carrier shall indemnify and hold UECC harmless against third-party claims to the extent that such claims arise directly from a contractual or statutory breach, or from an act or omission attributable to the Carrier, its employees, drivers, agents or subcontractors. This obligation shall not apply to the extent that the claim arises from an act or omission attributable to UECC or to a third party for whom the Carrier is not responsible. The mandatory provisions and liability limits of the CMR shall apply in all cases.

2.3. The Carrier shall take reasonable security measures in relation to the vehicles used and shall instruct its drivers to protect the goods against theft, loss or damage during carriage.

2.4. The Carrier shall be liable for losses arising from fiscal, administrative, regulatory or contractual breaches attributable to the Carrier, without prejudice to the mandatory provisions of the CMR and any other applicable law.

3. Insurance

3.1. Throughout the contractual relationship, the Carrier shall maintain all insurance required by law, including motor vehicle liability insurance, and adequate carrier's liability insurance covering its liabilities under the CMR and appropriate to the nature of the services performed. At UECC's request, the Carrier shall provide evidence that such insurance exists and remains valid. The existence of insurance shall not in itself extend or reduce the Carrier's liability under the CMR.

4. Delivery times

4.1. The Carrier shall deliver the goods within the expressly agreed time limit or, where no time limit has been agreed, within the period determined under the CMR. Any circumstance likely to cause delay shall be notified to UECC without undue delay, stating the cause and, where possible, the revised estimated time of delivery. Liability for delay shall be determined in accordance with the CMR.

5. Assignment and subcontracting

5.1. The Carrier shall not assign its rights or obligations under a Transport Order without UECC's prior consent, unless otherwise required by applicable law. The Carrier may subcontract the physical performance of the carriage only to duly authorised carriers and shall remain liable towards UECC in accordance with the CMR and these Terms and Conditions. Where a Transport Order expressly prohibits subcontracting, UECC's prior authorisation shall be required.

6. Code of conduct and instructions for drivers

6.1. The Carrier shall perform the operations for which it is responsible in accordance with UECC's operational instructions, provided that such instructions are compatible with safety requirements, the CMR and mandatory applicable law. Costs arising from a breach attributable to the Carrier may be recovered to the extent permitted by applicable law.

6.2. On taking over the goods, the Carrier shall check, as required by the CMR, the accuracy of the particulars in the consignment note concerning the number of packages and their marks and numbers, and the apparent condition of the goods and their packaging. Where the Carrier has no reasonable means of checking such particulars, or identifies an apparent irregularity, it shall enter reasoned reservations in the consignment note.

6.3. Loading, stowage and securing of cargo.

Unless otherwise expressly agreed in the Transport Order, the Carrier shall be responsible for ensuring that the vehicle, trailer and all load-securing equipment provided by the Carrier are suitable for the nature, weight, dimensions and characteristics of the cargo to be transported.

Before departure, the Carrier and/or its driver shall visually inspect the loading and stowage of the cargo insofar as reasonably possible and shall ensure that the cargo is adequately lashed, secured and restrained for safe road transport, using suitable load-securing equipment and in accordance with applicable road-safety legislation and recognised cargo-securing requirements.

Where lashing and securing are performed by the Carrier, its driver or persons acting on its behalf, the Carrier shall be responsible for the proper performance of such operations.

The Carrier and/or its driver shall not commence the journey where any apparent deficiency in the loading, stowage, weight distribution or securing of the cargo may compromise the safety of the vehicle, the cargo or other road users. Any such deficiency shall immediately be reported to UECC and an appropriate reasoned reservation shall be entered in the CMR consignment note where applicable.

During carriage, the Carrier shall take reasonable measures to verify that the cargo remains adequately secured and shall adjust or reinforce the securing arrangements where required for the safe continuation of the journey.

The Carrier shall ensure that its drivers are suitably trained and competent in cargo securing for the type of cargo transported and that the vehicle carries sufficient and suitable securing equipment, including, where required, appropriate lashing equipment, anti-slip materials, edge protection, blocking or other restraint systems.

6.4. The Carrier shall comply with the local safety and access instructions in force at the loading and unloading locations, provided that such instructions do not conflict with applicable law.

6.5. Delivery shall be evidenced by a CMR consignment note, Sea Waybill, customer document, electronic POD or another legally valid method that identifies the consignee and confirms receipt. Any reservations made by the consignee shall be notified to UECC without undue delay. The delivery documentation required by UECC shall accompany the invoice.

6.6. Where the Carrier departs without justification from valid UECC instructions and this causes cost or loss, the Carrier shall be liable to the extent that such cost or loss is attributable to it and recoverable under the CMR and other mandatory applicable law.

7. Termination

7.1. UECC may terminate a Transport Order or the contractual relationship with immediate effect in the event of a serious and irremediable breach by the Carrier, particularly where the breach affects the Carrier's legal authorisation to operate, safety, required insurance or constitutes a serious breach of law. Where the breach is capable of remedy, UECC may require the Carrier to correct it within a reasonable period. Termination shall be without prejudice to any rights and remedies available under the CMR and applicable law.

8. Applicable law and jurisdiction

8.1. Any international carriage by road falling within Article 1 of the CMR shall be governed by the CMR. The mandatory provisions of the Convention shall prevail over any incompatible contractual stipulation. Matters not governed by mandatory provisions of the CMR shall be subject to the law determined under the applicable rules of private international law.

8.2. Legal proceedings relating to carriage governed by the CMR shall be brought before courts having jurisdiction under the jurisdiction rules of the Convention. Any jurisdiction agreement shall be interpreted and applied consistently with the CMR.

9. Vehicle requirements

- All vehicles shall comply with the local, national and regional legislation applicable in the territories in which they operate.
- All vehicles shall be maintained in a safe and operational condition.
- Unless the Transport Order specifies a different configuration, vehicles shall be curtain-sided, provide loading and unloading access from both sides and the rear, and offer suitable weather protection. Where an open or flat trailer or other equipment is required, this shall be stated in the Transport Order.
- Curtains, tyres, doors, headboards, roofs, floors and load-restraint systems relevant to cargo safety shall be in a suitable condition.
- At UECC's request, the Carrier shall provide reasonable information regarding the maintenance and control of vehicles, trailers and ancillary equipment.
- All safety instructions communicated for the loading and unloading locations shall be followed.

10. Waiting times and detention

10.1. The Carrier shall comply with the loading and unloading dates and time windows stated in the Transport Order or communicated by UECC.

10.2. If waiting time or detention occurs, the Carrier shall notify UECC as soon as it becomes aware that the operation cannot be completed within the planned time, stating the reason and the vehicle's arrival time.

10.3. Any claim for waiting time or detention shall be properly documented by evidence of arrival and departure times and any other available supporting documentation. Any amounts payable shall be determined in accordance with the expressly agreed terms and mandatory applicable law.

10.4. No additional amount shall be payable where the waiting time or detention is attributable to the Carrier, its employees or subcontractors. Unless required by law or expressly agreed in advance with UECC, the Carrier may not unilaterally apply tariffs or surcharges other than those agreed.

11. Incidents, accidents, loss and damage

11.1. The Carrier shall notify UECC without undue delay of any accident, incident, loss, theft, damage to the goods, significant delay, immobilisation of the vehicle, intervention by authorities or any other relevant circumstance that may affect performance of the carriage.

11.2. The Carrier shall take all reasonable and legally required measures to protect the goods, prevent or reduce further loss or damage, and preserve evidence relating to the incident. Where available, it shall provide UECC with photographs, vehicle and driver details, the location and circumstances of the incident, transport documents and reports issued by authorities.

11.3. The Carrier shall reasonably cooperate with UECC in the investigation and handling of claims and shall promptly forward relevant documentation received from consignees, customers, insurers, authorities or other third parties. Except where required by law or

instructed by a competent authority, the Carrier shall not admit liability on UECC's behalf or make any financial commitment for UECC's account without prior authorisation.

11.4. Notification of an incident, mitigation measures or cooperation between the Parties shall not in themselves constitute an admission of liability. Liability for loss, damage or delay shall be determined in accordance with the CMR and other mandatory applicable law.

12. Supplier service monitoring

12.1. UECC may periodically monitor the Carrier's level of service against the following operational criteria:

- On-time performance
- Communication and reporting
- Incidents and claims
- Billing accuracy

Failure to meet more than one of the assessment points or criteria may result in UECC suspending or discontinuing services with the Carrier, subject to the seriousness, frequency and persistence of the failures and any applicable contractual or legal requirements.

Any commercial consequences of such monitoring shall be managed separately and shall not alter liabilities established by the CMR or mandatory applicable law.

United European Car Carriers Unipessoal LDA