

General Terms and Conditions

GREEN FORWARDING SRL

SECTION I INTRODUCTORY PROVISIONS

1.

Purpose, subject, scope of modification of obligations of contracting parties by general terms

- 1.1. Company GREEN FORWARDING SRL., with the seat in IP, Salaj, Romania, Principala street 265/E, incorporated in the Companies Register under identification number: J31/616/2016, as the provider of internal and international transport and logistics services.
- 1.2. Company GREEN FORWARDING SRL issues these general terms for users of its provided services.
- 1.3. These general terms including all contractual documents concluded between company GREEN FORWARDING SRL and its contracting party in identical relation modify the contractual relationship coming into existence between company GREEN FORWARDING SRL as the provider of transport and logistics services and legal entities as the users of these services, which lawfully concluded with company GREEN FORWARDING SRL the contract on providing of services in compliance with valid rules of Romanian law and these general terms.
- 1.4. Legal relations between company GREEN FORWARDING SRL and its contracting partner based on corresponding contract shall be governed by relevant provisions of Law and other valid legal regulations of Romania.
- 1.5. These General Terms and Conditions apply to all Freight Forwarding Services and Logistics services performed by Green Forwarding or associated companies.

Interpretation clause

- 1.6. Following terms shall be defined for the purposes of these general commercial terms:
 - 1.6.1. Legal entity, interested in the providing of transport and logistics services provided by company GREEN FORWARDING SRL, whom company GREEN FORWARDING SRL shall conclude valid contract shall be referred to as "**Customer**";

1.6.2. these general terms for the providing of transport and logistics services shall be further referred to as "**Commercial terms**" for the purposes of any contracting documents issued by company GREEN FORWARDING SRL.

1.6.3. **Services** means Freight Forwarding services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the goods as well as ancillary and advisory services, as well as logistics services and all its ancillary services derived from the logistic part.

1.6.4. an order of transport service, in which Customer shall define the basic parameters of his demanded transport services, i.e. especially the quantity; weight; loading address; unloading address, shall be further referred to as "**Order**". Order can be placed in writing, via mail, fax.

1.6.5. contract on providing of transport and/or logistics services concluded in compliance with the Law between company GREEN FORWARDING SRL on the side of the provider and Customer on the side of the client of transport and logistics services, including all contracting documents, forming the integral part of contract, shall be further referred to as "**Contract**";

1.6.6. each lawfully concluded amendment or in another way lawfully concluded agreement between contracting parties of Contract, relating to any amendment or completion of Contract, as the consequence of which shall be changed the content of Contract, shall be further referred to as "**Amendment**" for the purposes of Contract;

1.6.7. price tariff for services provided by company GREEN FORWARDING SRL, shall be further referred to as "**Tariff**";

1.6.8. Commercial terms, Order, Contract, and all written agreements and Amendments, under the Contract or from marking of which undoubtedly

result that they form one contracting unit, amending or completing the content of Contract, shall be further referred to as “**Contracting documents**”;

1.6.9.licenses of relevant state bodies, issued in compliance with relevant provisions of Law or other legal regulations, through which company GREEN FORWARDING SRL is allowed or enabled the providing of services, shall be further referred to as “**License**”;

1.6.10.all parts of payments settled by Customer in favor of company GREEN FORWARDING SRL for the fulfillment of its obligations per Contract, specified

in relevant provisions of Contract and in valid Tariff, shall be further collectively referred to as “**Remuneration for providing of Service**”;

1.6.11.each individual time accounting period, during which GREEN FORWARDING SRL provides Services to Customer, for which customer is obliged to pay Remuneration for providing of Services, the period of duration of which (week, month, two months, four months, year) is specified in Contract, shall be further referred to as “**Period**”;

1.6.12.any document issued by company GREEN FORWARDING SRL for Customer in compliance with valid legal regulations of Romania, for the purpose of the settlement of Remuneration for providing of Service, its part or any other financial obligation of Customer against company GREEN FORWARDING SRL shall be further referred to as “**Invoice**” for the purposes of Contract;

1.6.13.the event, which neither GREEN FORWARDING SRL nor Customer can practicably influence and which results in breaching of contract resp. breaching of liabilities and obligations of particular contracting party, such as for example war events, sabotage, terrorist attack, rebellion, natural disaster, serious problems in power supply, defect of satellite etc., shall be further referred to as “**Force Majeure**”;

1.7.Shall not be specified in Contract or in any other Contracting documents otherwise, terms defined in this article of Commercial terms shall be used in all Contracting documents with identical sense.

SECTION II SUBJECT OF CONTRACT, PROVIDING OF SERVICE, CONTRACT

Subject of Contract

1.8.On the basis of contract company GREEN FORWARDING SRL hereby undertakes for the period of duration of Contract to provide Customer with Service and to meet all other obligations out of it resulting as defined in Contract and Commercial terms, and Customer hereby undertakes to use Service in compliance, method and under conditions stipulated by Commercial terms and Contract.

2.

Scope and place of provided Service

2.1.Company GREEN FORWARDING SRL is entitled to provide Customer with Service exclusively on the basis of lawfully concluded Contract, in compliance with Commercial terms, Law and other legal regulations of Romania.

2.2.Company GREEN FORWARDING SRL provides Customer with Service only in case of due and on-time fulfillment of all obligations of Customer specified in Contract and Commercial terms, with the exception of cases mentioned in these Commercial terms.

2.3.Company GREEN FORWARDING SRL is entitled to refuse providing of Service to the applicant in cases specified in Commercial terms.

2.4.Company GREEN FORWARDING SRL provides Service worldwide.

3.

Conditions for providing of Service

3.1.The Customer, for providing of Service is obliged before concluding of Contract:

3.1.1.to order selected Service via telephone, mail, fax etc.;

3.1.2.on request, to submit company GREEN FORWARDING SRL all documents, certifying the identity of the customer, and further documents proving all

necessary information regarding the required service.

- 3.2. Unless specified in Commercial terms otherwise, company GREEN FORWARDING SRL is entitled to refuse concluding of Contract with the Customer, for providing of Service in case that:
- 3.2.1. company GREEN FORWARDING SRL has not received from the applicant for providing of Service due Order pursuant to the point 3.1.1 of Commercial terms, or
 - 3.2.2. company GREEN FORWARDING SRL has not received from the applicant for providing of Service required documents or confirmations pursuant to the point 3.1.2 of Commercial terms, or
 - 3.2.3. company GREEN FORWARDING SRL has not received from the applicant for providing of Service credible documents regarding the required service;
 - 3.2.4. providing of required Service pursuant to Order is not possible from the side of company GREEN FORWARDING SRL with respect to place, scope or under conditions demanded by the applicant for providing of Service, or
 - 3.2.5. company GREEN FORWARDING SRL does not have any guarantee from the applicant for providing of Service that the applicant shall duly and on-time meet his/her obligations specified by Contract or Commercial terms,
 - 3.2.6. the applicant does not agree with Commercial terms,
 - 3.2.7. the applicant is insolvent or in bankruptcy;
 - 3.2.8. concluding of Contract would contradict Law or any other valid legal regulations of Romania;
 - 3.2.9. the applicant is known as debtor, or is registered in any debtors file;
 - 3.2.10. the applicant was bad payer in a previous relationship with Green Forwarding SRL; in this case, company Green Forwarding, shall provide the service, only after the payment in advance of the respective service.
- 3.3. Company GREEN FORWARDING SRL is not obliged to conclude Contract with every applicant for providing of Service, company GREEN FORWARDING SRL, reserving its right to select its customers.

4.

Conditions for interruption or stopping of providing of Service

- 4.1. Company Green Forwarding is entitled to interrupt providing of Service for necessary time in needed scope, resp. to limit providing of such Services, without considering of such interruption as breaching of Contract, especially on the grounds of public order or any other public interest, decision of relevant authorities, serious organizational, technical or operational reasons, crisis situations or force majeure..
- 4.2. Company Green Forwarding is entitled to temporarily interrupt or limit the providing of Service, without considering of such interruption or limiting as breaching of Contract, based on following reasons:
 - 4.2.1. damage of Technical equipments/trucks/cars/etc or any other cause which can result in a delay in providing the service (delays in loading /unloading the truck; etc), without the fault at the side of Green Forwarding;
 - 4.2.2. unrecovery of valid Remuneration or its part pursuant to conditions specified by Contract and Commercial terms, which was not settled even in seven days since the delivery of reminder issued by company Green Forwarding, up to complete satisfaction of the whole claim of company Green Forwarding corresponding with this obligation of Customer including all accessory of such claim or till the discharge of Contract.
- 4.3. Company Green Forwarding is entitled to immediately stop providing of Service without considering of such stopping as breaching of Contract, shall Customer use provided Service in contradiction to Contract, Commercial terms or legal regulations.
- 4.4. Interruption, limitation or stopping of providing of Service to Customer in compliance with the point 6 of the Commercial terms shall not establish for company Green Forwarding any obligation to provide Customer with any financial or any other compensation.
- 4.5. In case of restoration of providing of Service in compliance with Contract after the expiration of the reasons specified in the point 6 of Commercial terms, company Green Forwarding is entitled to charge

Customer with extra costs with that connected pursuant to Contract and Tariff valid to the date of restored activation of Service for Customer, without changing of conditions of Contract concluded between both contracting parties.

SECTION III RIGHTS AND OBLIGATIONS OF THE COMPANY GREEN FORWARDING AND CUSTOMER

5.

Rights and obligations of company Green Forwarding

- 5.1. Company Green Forwarding especially undertakes:
- 5.1.1. to conclude Contract with applicant for providing of Service, except cases specified in Commercial terms;
 - 5.1.2. with concluding of Contract to provide customer with information on facts related to provided Service, especially information on type and scope of provided Service and procedure of its providing;
 - 5.1.3. to provide Service in scope and time period and for Remuneration agreed in Contract, except cases specified in these Commercial terms and Law;
 - 5.1.4. if possible, to inform Customer in advance in any adequate way on limitation, interruption and outage in providing of Service, with the exception of extraordinary situation, during which the fulfillment of such obligation from the side of Green Forwarding is impossible;
 - 5.1.5. To comply with all applicable laws.
 - 5.1.6. To ensure that the goods are accepted on time, within the agreed time window at the loading point, carried and delivered on time and free from loss and damage, to the recipient at the destination.
 - 5.1.7. to notify any delays which become apparent and any loss or damage of the goods and of all other interference with and threats to transport, including when these are the result of circumstances which Green Forwarding could not avoid; In the event of an accident, fire or theft, the local police authorities must always also be notified.
- 5.2. Any additional requirements of Customer related to the use of Service, which were not agreed in Contract between contracting parties, company Green Forwarding shall provide to Customer only on the basis of lawfully concluded Amendment and in compliance with Commercial terms.
- 5.3. Company Green Forwarding has especially the right:
- 5.3.1. to verify in a legal way personal or other data specified by the applicant for the providing of Service in the submitted documents, which company Green Forwarding asks for pursuant to the point 3.1.2 Commercial terms;
 - 5.3.2. to refuse the providing of Service to the applicant for the providing of Service in compliance with Commercial terms;
 - 5.3.3. for the settlement of Remuneration for providing of Service by Customer in compliance with the conditions of Contract, these Commercial terms and Law;
 - 5.3.4. to temporarily interrupt providing of service to Customer in compliance with the point 6 of Commercial terms;
 - 5.3.5. for providing of necessary cooperation from the side of Customer, necessary for due fulfillment of obligations specified by Contract;
 - 5.3.6. to modify Commercial terms or Tariff by the issuing of new Commercial terms or Tariff. Shall be issued new Commercial terms or Tariff, company is obliged to inform Customer on such modification one month (at the latest) before the date of coming of new Commercial terms or Tariff into force. Unless specified in Commercial terms otherwise, the obligation to inform or notify User shall be considered as fulfilled if company Green Forwarding makes available relevant information via e mail or in web page of Green Forwarding resp. in the page www.greenforwarding.ro;
 - 5.3.7. to terminate Contract in compliance with Commercial terms, Contract and Law.
- 5.4. Company Green Forwarding is not responsible for the quality of provided

Service shall Customer use declare informations about its goods, in contradiction with the contract/order/any other communication or shall receive the instruction of loading/unloading/operating/transboarding the goods by a third party indicated by the customer, in any kind of written form;

In case of verbally given orders these must be confirmed by letter, fax or email. It is the responsibility of the customer to send the above required information correct and complete. Green Forwarding shall carry out its services according to the customer's instructions if accepted.

6.

Rights and obligations of Customer

6.1. Customer has the right:

6.1.1. for providing of Service (concluding of Contract) under conditions specified in Contract and Commercial terms, after due and on-time fulfillment of all conditions specified in the point 5 of Commercial terms;

6.1.2. for free-of-charge removing of Failures of delivering the service, occurred without his/her fault, shall he/she inform Green Forwarding accordingly, in written, via telephone or fax;

6.1.3. to terminate Contract in compliance with Commercial terms and Law.

6.2. Customer undertakes:

6.2.1. To deliver the transport order in writing and containing the following instructions:

- type of merchandise and descriptions or classification (e.g. dangerous goods)
- value of the goods
- type of packing with contents, numbers, quantity and weight (gross/net) of packages
- addresses of shipper/consignee
- place of delivery/receipt
- general instructions and conditions in respect of shipment, method of transportation (sea/air/road/express/groupage/breakbulk/containerized cargo, etc.)
- special instructions in respect of customs clearance, issue of documents, etc.

6.1.1. to use Service solely in compliance with Commercial terms and valid legal regulations, eventually directions and instructions of company Green Forwarding

6.1.2. as from effective date of Contract to provide company Green Forwarding per its requirements all cooperation, which shall be necessary for the fulfillment of obligations of company Green Forwarding specified by Contract;

6.1.3. to inform company Green Forwarding in writing on any change in data provided to company Green Forwarding within concluding of Contract, i.e. especially change of goods details/deliveries/loadings/orders/etc, change of (seat), business firm, invoicing address and persons entitled to act on behalf of Customer, in seven days from the change occurrence at the latest;

6.1.4. to pay to company Green Forwarding all its financial obligations resulting from Tariff and Contract on time, at agreed amount and in compliance with Commercial terms;

6.1.5. to inform company Green Forwarding about names of persons authorized to represent Customer in relation to company Green Forwarding;

6.2. Customer is not entitled to assign any of his/her rights resulting from Contract to any third person without previous written agreement of the company Green Forwarding.

6.3. Shall company Green Forwarding provide Customer with access password to its system, company Green Forwarding is entitled to change such password at any time, shall it be demanded by technical, operating or organizational reasons on the side of Green Forwarding; on such change is obliged to inform Customer. Customer undertakes to treat his/her password as confidential information and maintain the

password in secrecy. Customer shall be responsible for the using of his/her access password.

SECTION IV REMUNERATION, TARIFF

7.

Payment of Remuneration for providing of Service

Remuneration for providing of Service

- 7.1. Remuneration for providing of Service is specified in compliance with rates identified in Tariff/Order/Contract valid in the period of providing of Service, unless specified in Contract otherwise.
- 7.2. As taxable supplies day for providing of Services is considered the day of issuing of Invoice related to corresponding Period.

8.

Payment for provided service

- 8.1. Customer is obliged to settle all payments of Remuneration for providing of Service corresponding with invoiced sum of Remuneration for providing of Services on the basis of Invoices issued by company Green Forwarding
- 8.2. Customer is obliged to settle Remuneration for providing of Services in the amount per point 9 of Commercial terms, for each in Contract specified Period of providing of Service pursuant to Contract.
- 8.3. Unless specified in corresponding provisions of Contract or in invoice/order, otherwise, each Invoice delivered to Customer shall be mature in 15 days since the day of the issuing by company Green Forwarding.
- 8.4. In case of delay with the payment of any monetary obligation of Customer, company Green Forwarding is entitled to invoice Customer with the interest on overdue payment in the amount 0.05 % from due amount for each day of delay up to complete payment, whereas the right of company Green Forwarding for compensation for damage shall not be touched by this provision of Commercial terms.
- 8.5. Interest on overdue payment pursuant to the point 10.5 of Commercial terms is mature in the term specified in the notification of company Green Forwarding delivered to Customer; such specified term of maturity of interest on overdue payment shall not be

shorter than fourteen days since the day of delivery of notification to User.

- 8.6. Shall not be specified in corresponding provisions of Contract otherwise, Customer shall be obliged to settle all payments for the benefit of company Green Forwarding resulting from Contract to the bank account of company Green Forwarding specified in Contract, whereas evidence number of Contract / invoice shall be specified as variable symbol.
- 8.7. Remuneration for providing of Services for any Period of providing of Service pursuant to Contract or any financial obligation of Customer resulting from Contract shall be considered as duly and on-time settled in the moment of putting down of the whole invoiced sum of Remuneration for providing of Service or financial obligation of User to the bank account of company Green Forwarding specified in Invoice, at the latest on the last day of maturity of Invoice or term specified in the notification sent to Customer pursuant to conditions specified in these Commercial terms.
- 8.8. Shall Customer return Invoices justifiably, maturity term of all Invoices issued instead of original Invoices, justifiably returned by Customer, shall be 10 days from the day of issuing of Invoice instead of original Invoice.
- 8.9. Any overpayments or advance payments settled by Customer for the benefit of company Green Forwarding is company Green Forwarding entitled to credit or use for the settlement of the nearest mature Remuneration or any other past or future payments of User. Shall not be overpayment credited, it shall be returned to User in agreed way.
- 8.10. Company Green Forwarding is entitled to assign to third party, payables against Customer, who is in delay with the settlement of Remuneration or other fees, with the payment of which Customer is in delay, for the purpose of their collection. Customer is obliged to negotiate with such third party as with duly authorized representative of company Green Forwarding. Company Green Forwarding is entitled to charge Customer with costs related to claiming and collecting of payables. Point 10.6. of Commercial terms shall be used identically to the maturity of such costs.

SECTION V COMPLAINT PROCEDURE

9.

Complaint of Customer, complaint solution

- 9.1. Customer is entitled to claim the correctness of invoiced Remuneration for providing of Service assessed in Invoice in the term of two weeks since the delivery of Invoice. Customer is entitled to claim the quality of provided Service (based on Failure) in the term of 5 days since the day of failing performance of Service.
- 9.2. Shall not Customer apply his/her right pursuant to the point 11.1 of Commercial terms on the place specified in the point 11.3 of Commercial terms, his/her right shall cease to exist by vain expiry of the term.
- 9.3. Customer can apply the complaint pursuant to the point 11.1. of Commercial terms exclusively in-written at Green Forwarding , on the correspondence address specified in the heading of Contract/Order. Company Green Forwarding shall issue to Customer written confirmation on the fact when Customer applied the complaint, what was its content and what method of the complaint settlement Customer demanded.
- 9.4. Company Green Forwarding is obliged to settle the complaint pursuant to the point 11.1. of Commercial terms in one month since the date when the complaint of User was properly delivered to company Green Forwarding, if the contract did not provide other term.
- 9.5. Company Green Forwarding undertakes to send Customer the report on the complaint settlement pursuant to the point 11.4 of Commercial terms in-written, or via electronic form.
- 9.6. Shall not company Green Forwarding inform Customer in-written on the result of the complaint investigation in the terms specified in the point 11.4, it shall be considered that the complaint was acknowledged.
- 9.7. Complaint in the matter of investigation of the settlement of invoiced Remuneration for providing of Service shall not have suspending effect upon the obligation of

Customer to pay corresponding part from Remuneration for providing of Service pursuant to corresponding Invoice of company Green Forwarding, with the exception of cases specified by Law.

- 9.8. Shall company Green Forwarding acknowledge the complaint of User applied per this point 11 of Commercial terms as justified, on the grounds of occurrence of Failure for which company Green Forwarding is responsible pursuant to Contract, company Green Forwarding shall provide Customer with adequate discount from Remuneration for providing of Service.
- 9.9. Shall be the complaint of Customer regarding the sum of Remuneration for providing of Service acknowledged as justified by company Green Forwarding, the sum from Remuneration for providing of Service admitted to Customer (including discount per point 11 of Commercial terms) shall be calculated in the invoicing Period following the Period in which company Green Forwarding acknowledged the complaint.

SECTION VI DURATION AND EXPIRY OF CONTRACT

10.

Establishment of Contract

- 10.1. Contract is considered as duly concluded in the moment of signing of all Contracting documents by both contracting parties.
- 10.2. Contract is concluded for the period specified in the contract and agreed between parties.

11.

Expiry of Contract

- 11.1. Contract shall expire
- 11.1.1. by the expiration of the period for which it was concluded;
 - 11.1.2. by written agreement of both contracting parties;
 - 11.1.3. by withdrawal from Contract;
 - 11.1.4. by notice, or
 - 11.1.5. shall special legal regulation specify so.
- 11.2. Shall company Green Forwarding announce the change of contracting conditions having the consequence in deteriorated position of customer (including Commercial terms or Tariff) at least one month in advance, Customer can terminate Contract without

- sanction in 10 days (at the latest) before intended change. In such case, term of notice shall expire on the day preceding the day when the change of contracting conditions would have come into effect, if Customer had not terminated Contract.
- 11.3. User can withdraw from Contract, if company Green Forwarding:
- 11.3.1. repeatedly, even after the complaint, does not provide the Service pursuant to Contract, or provides it with serious defects, or
- 11.3.2. repeatedly does not remove claimed defect of Service in specified term.
- 11.4. Company Green Forwarding can withdraw from Contract, if User
- 11.4.1. repeatedly without authorization interferes into Green Forwarding activity or deliver to Green Forwarding incorrect or false information regarding Customer/customer activity/customer goods/etc; or
- 11.4.2. has not settled Remuneration for providing of Service even after 45 days since the maturity date, or
- 11.4.3. repeatedly breaches conditions specified in Contract, or
in Order or Contract mentioned false data regarding his/her identification, or
- 11.4.4. has not fulfilled any from notification duties specified by Commercial terms, or
- 11.4.5. Customer is in bankruptcy, entered liquidation, or bankruptcy is called for its property, or the bankruptcy upon its property was refused for the lack of the property, execution was called upon the property of Customer.
- 11.5. Company Green Forwarding is entitled to withdraw Contract if Green Forwarding can not further provide Service in agreed scope or necessary quality, if further providing of Service is not feasible.
- 11.6. Term of notice shall be identical for both contracting parties. Term of notice, unless these Commercial terms or the Contract specify otherwise, shall be one month, and shall start to run on the first day of calendar month following the month when written notice was properly delivered to other contracting party. Course of notice period shall not have any influence over the obligation of User to properly settle Remuneration.
- 11.7. By withdrawing from Contract based on reasons specified in Commercial terms and

in Contract, Contract shall cease on the day following the day when written notification on withdrawal was properly delivered to other contracting party.

- 11.8. Company shall further send customer, after the termination of Contract, Invoice with final settlement, which Customer shall be obliged to settle in compliance with the point 10 of Commercial terms.

SECTION VII JOINT AND FINAL PROVISIONS

12.

Change of Contracting documents, Tariff

- 12.1. Company Green Forwarding hereby reserves the right for change of Commercial terms or Tariff in the period of duration of Contract.
- 12.2. Company Green Forwarding undertakes that if the rates specified in Tariff pursuant to the Commercial terms are increased or if any other deterioration of the position of User occurs, the company Green Forwarding shall inform User on such change in compliance with the point 7.
- 12.3. In case of change of Commercial terms or Tariff, the agreement on change of such documents shall be valid in the moment of the first use of Service by Customer with the effectiveness of Commercial terms or Tariff, which company Green Forwarding changed and with which User was properly familiarized according to these Commercial terms, with the effect to the efficiency date of relevant change of Commercial terms or Tariff.
- 12.4. As change of Contract is not considered if company Green Forwarding changes the IT program/CRM, substituting it with another IT program/CRM

13.

Liability for damages

- 13.1. Company Green Forwarding is not responsible to Customer, for goods which arrived damaged in Green Forwarding warehouse or were loaded already damaged for being transported or which was damaged during the transport, if such transport was not made by Green Forwarding.
- 13.2. All damaged goods will be declared to the Customer after the reception of the goods in case of logistic.
- 13.3. If at any time Green Forwarding performance is or is likely to be affected by any hindrance or risk of any kind (including but not limited to condition of goods) not

arising from any fault or neglect of Green Forwarding and which cannot be avoided by the exercise of reasonable endeavors, Green Forwarding may abandon the carriage of the goods under the respective contract and, where reasonably possible, make the goods or any part of them available to the customer at a place which Green Forwarding may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of Green Forwarding in respect of such goods shall cease. In any event, Green Forwarding shall be entitled to the agreed remuneration under the contract and the customer shall pay any additional costs resulting from the above mentioned circumstances.

- 13.4. Company Green Forwarding is responsible for damage caused by breaching of obligations resulting from Contract as well as Contracting documents exclusively in the scope specified by Commercial terms; however, it shall not be responsible for loss profit. Responsibility of company Green Forwarding for damage caused to Customer as the consequence of the fact that company Green Forwarding does not properly fulfill obligations specified in Contract and in Commercial terms, is limited to the obligation to return pro rata part of Remuneration paid by Customer for providing of Services or pro rata decreasing of Remuneration for providing of Service for the period of defective providing of Service pursuant to conditions of Contract and Commercial terms.
- 13.5. In case that by non-fulfillment of any obligation of Customer specified in Contract and in Commercial terms any damage shall occur to company Green Forwarding, Customer is obliged to settle such damage to company Green Forwarding in full amount.
- 13.6. Green Forwarding organizes the freight forwarding services as agent for the Customer at its own discretion and shall devote its best attention to the organization of the transport, carriage and storage of the entrusted goods. Green Forwarding shall select the appropriate means and mode of transport, as well as storage locations and shall be liable for its accurate and conscientious organization only.
- 13.7. Green Forwarding is not liable for acts and omissions by third parties, such as, but not limited to carriers, warehousemen,

stevedores, port authorities and other freight forwarders, unless Green Forwarding has failed to exercise due diligence in selecting, instructing or supervising such third parties.

- 13.8. These General Terms and Conditions apply whenever any claim is made against an employee, agent or other person Green Forwarding engaged for the performance of the service (including any independent contractor) whether such claims are founded in contract or in tort, and the aggregate liability of Green Forwarding and such employees, agents or other persons shall not exceed the limit applicable to the service concerned as expressly agreed between Green Forwarding and the customer or following from these General Terms and Conditions
- 13.9. Green Forwarding is authorized to carry out the shipment of the goods by substituting himself for the third party he would otherwise deal with on the customer's behalf. If he makes use of this right, he has the rights and obligations of a carrier pertaining to the shipment. In such case Green Forwarding is liable for damages to and loss of the goods in its care and custody.

With respect to services other than carriage of goods such as, but not limited to, logistics, storage, handling, packing or distribution of the goods, as well as ancillary services in connection therewith, Green Forwarding shall be liable only in case such services have been performed by Green Forwarding itself using its own facilities or employees or Green Forwarding has made an express undertaking to assume liability.

- 13.10. Green Forwarding shall in no event be liable for:
- loss or damage to goods, which occurs whilst the goods are not in actual custody and control of Green Forwarding
 - valuables or dangerous goods unless declared to Green Forwarding at the time of the conclusion of the contract
 - loss following from delay unless expressly agreed in writing

- indirect or consequential loss such as, but not limited to, loss of profit, loss of market and conventional fines
- inherent vice and nature of the goods
- consequences of loading and unloading operations which Green Forwarding has not performed
- lack of, or defective packing, markings or stowage insofar as Green Forwarding has not executed the packing, markings or stowage
- war, rebellion, revolution, insurrection, usurped power or confiscation, nationalization or requisition by or under orders of any government or public or local authority
- natural disasters, acts of God, acts of robbery
- circumstances which Green Forwarding could not avoid and the consequence of which it was unable to prevent.

13.11. The value of the goods shall be determined according to the sales price as indicated in the sales invoice or, if there is no such invoice, the current market price at the time and place of taking over the goods or if there is no current market price, by reference to the normal value of the goods of the same kind and quality, or in the way specified in the contract.

13.12. Green Forwarding **will not be liable in respect of loss following from justified and reasonable delay.**

The aforementioned releases from and limitations of liability do not apply, if the damage was caused by intent or gross negligence of Green Forwarding or its management staff or by violation of fundamental duties of the contract in which case damage claims shall be

limited to foreseeable, typical damage.

Releases from and limitations of liability shall be considered as “aforementioned releases from and limitations of liability” within the meaning of these General Terms and Conditions only if they are provided herein in addition to the law applicable, to the exclusion of releases from and limitations of liability provided in statutory provisions or in international conventions. In particular this provision shall neither extend Green Forwarding’s liability nor its responsibility for agents, servants, employees, crew-members or other third parties to the benefit of the customer beyond the content of provisions as for example article 25 of the Montreal Convention, article 36 of the CIM, article 21 of the CMNI or § 660 HGB.

To the maximum extent permitted by underlying laws, Green Forwarding’s liability for damages, losses and other claims arising out of or related to the incorrect Verified Gross Mass (VGM) information declaration or transmission, as may be applicable, shall be limited to the maximum amount of a freight rate for transportation of the container in question;

13.13. Any loss caused by Green Forwarding to the Customer will be exclusively covered by the valid insurance.

14.

INSURANCE

Green Forwarding arranges for the insurance of the goods (e.g., cargo or warehouse insurance) with an insurer of his choice only if instructed to do so in writing at the conclusion of the contract. All insurances effected are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing Green Forwarding shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy held by Green Forwarding.

Green Forwarding is obliged to cover its liabilities resulting from these terms with an insurer of his choice and will provide proof of his liability

insurance cover upon the customer's written request.

**15.
FORFEITURE**

Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within seven days after delivery. Otherwise, the conditions of the goods shall be deemed as delivered in the agreed upon condition. The same shall apply to claims resulting from delay if the consignee does not send due reservations in writing within 21 days after delivery of the goods

**16.
CLAIMS IN TORT**

These General Terms and Conditions apply to all claims against Green Forwarding whether the claim be founded in contract or in tort.

**17.
TIME BAR**

Green Forwarding shall, unless otherwise expressly agreed, be discharged of all liability under these Terms and Conditions unless suit is brought within one year after the delivery of the goods. The limitation period is three years if Green Forwarding acted intentional or with gross negligence.

**18.
Delivery of documents**

18.1. All reports, remainders, documents and other information, which company Green Forwarding shall send via fax, electronic post, sms or in the form of the letter to Customer in relation to the Contract, shall be considered as duly delivered to Customer by the expiration of seven days since the date of sending to Customer to his/her last known address. Shall Customer inform company Green Forwarding that the document has not

been delivered to him/her, he/she shall be delivered the copy of such document.

**19
Special provisions**

19.1. Contracting parties are obliged to solve any mutual disputes, occurring in relation to the fulfillment of obligations pursuant to Contract or in relation to it, immediately by negotiation and mutual agreement.

**20
Not disclosure agreement and personal data protection**

- 20.1. Customer hereby grants company Green Forwarding express consent with the processing and saving of his/her representatives personal data specified in Contracting documents for the purpose of the evidence of Customer representatives persons who will keep the communication with Green Forwarding .
- 20.2. Company Green Forwarding undertakes not to reveal third parties, without previous express consent of Customer, his/her representatives personal data, with the exception of the case when company Green Forwarding is obliged to make accessible such data by special law or decision of relevant state authority or court.
- 20.3. User grants company Green Forwarding approval to store the details delivered by the Customers, for its representative persons, who will keep the contact with Green Forwarding.
- 20.4. Both contractual parties are obliged to keep the secrecy of the contract/agreement and/or any kind of communication and/or negotiation, within the contractual period and 10 years after the expiration of the contract.
- 20.5. Both parties should not disclose any kind of information obtained from or about the other party, except those which are made public.

**21.
Concluding provisions**

- 21.1. These Commercial terms shall come into force and efficiency from 1.04.2018 and substitutes previous Commercial terms.
- 21.2. Commercial terms form the integral part of each lawfully concluded Contract.
- 21.3. Contract and Contracting documents represent the only and entire agreement between contracting parties with respect to the subject of Contract, whereas they

substitute every and all previous oral and written agreements regarding the question related to the subject of Contract.

- 21.4. Legal relations between contracting parties, based on Contract, however not expressly modified by Contract, shall be governed by relevant provisions of Law and other valid legal regulations of Romania.
- 21.5. Shall any provision of Contract or Contracting documents become invalid, such invalidity shall not influence the validity of other provisions of Contract and Contracting documents. Invalid provision shall be substituted with the provisions of Law and other valid legal regulations of Romania, as close as possible by its content and purpose to the content of Contract.
- 21.6. Contract shall be governed in the full scope by rule of law of Romania.
- 21.7. Contract shall be considered as concluded in the moment of signing of Contract and Contractual documents by both contracting parties.
- 21.8. Unless expressly results from Contract otherwise, Contract can be modified only on the basis of written Amendment approved and signed by both contracting parties. Contract is prepared in duplicate, while each contracting party shall receive one copy.

- 21.9. Customer by signing of Contract/order confirms to carefully read Commercial terms, that all provisions are clear and understandable to him/her, he/she understands these Commercial terms in their whole scope and agrees with them, in witness whereof he/she shall attach his/her signature to the Contract.

22.

GOVERNING LAW/JURISDICTION

The legal relationship between Green Forwarding and its customer shall be governed by and construed in accordance with the laws of Romania. All actions against Green Forwarding shall be in the sole jurisdiction of the courts at the seat of Green Forwarding, if the contract do not specify differently.

Date of entering into force: 01/04/2018

