

Quotation Terms and Conditions and additional information –



Air freight / export

Schenker EOOD is registered in the commercial register of the Sofia District Court under company file 17548/31.08.1993, with headquarters and managing address in Sofia, Nedelcho Bonchev St., Bulstat 831618508, e-mail address: schenker.bg@dbschenker.com.

Packaging

The goods shall be accepted for safe transport by lorry and aircraft, packed, stackable (unless otherwise specified) and labelled in accordance with applicable regulations. Please observe the provisions for the import of wooden packaging in the country of destination (IPPC regulations).

Type of goods

Unless expressly agreed separately, our quotation shall only apply to common commercial goods, not to refrigerated goods, not to oversized goods (in case of an enquiry without specific dimensions) and not to dangerous goods. Dangerous goods are subject to the IATA Dangerous Goods Regulations; these goods must be enquired about separately and are subject to special treatment. Our dangerous goods experts will be happy to answer any queries you may have.

EORI number

The EORI number is a number valid throughout the EU for the registration and identification of companies that import/export goods from/to third countries (outside the EU). Since 1 July 2010, customs declarations can only be submitted with the EORI number of the customer. EORI registration: <https://ecustoms.bg/>

Forwarder's risk insurance policy

The forwarder's risk insurance policy covers damage caused by the forwarder in accordance with its scope of cover, but does not replace transport insurance. If you do not declare in writing that you are exempt from forwarder's risk insurance, the forwarder's risk insurance policy will be taken out for all transports and charged according to the premium table.

Cargo transport insurance

Cargo transport insurance reduces your corporate risk also with regard to the various liability limitations. We are happy to offer you transport insurance if required. However, we will only arrange this after receiving a written order for each consignment.

Tariff information, customs clearance

Any tariff information issued by our employees shall be non-binding and subject to alteration. Unless agreed separately in writing, charges for re-export, clearance of returned goods, Carnet, T2, T1 presentation, EUR clearance will be invoiced separately.

Calculation of volume

For air freight transports, the minimum chargeable weight per 1 m³ is 167 kg. Calculation: length x width x height in cm / 6000

Additional costs and special services

Additional costs arising from your separate order, such as courier services or special trips, customs examinations, secondary packaging, confirmations, certificates, notarisations, potential legalisations, any storage costs at the receiving airport, preparation of L/C documents, shall be invoiced separately in accordance with the delivery terms.

The following will be charged separately

- Potential transport insurance
- If we notice any differences to the order during weighing and/or measuring the consignment, we reserve the right to invoice the costs incurred separately.
- For customs clearance by Schenker EOOD, 1 customs tariff number is included; each additional one according to agreement.

Import regulations, country-specific information, documentation

Country-specific information is available at the Ministry of economy and Industry under : www.mi.government.bg. It shall be the Principal's responsibility to submit the documents required for transport (invoices, certificates, certificates of origin, etc.).

Air freight security – Known shipper

Pursuant to Regulation (EU) 185/2010 and 300/2008, it is possible to have shippers of air freight consignments validated. Validation is voluntary and not a prerequisite for the handover of air freight consignments. Schenker EOOD addresses this task and can provide appropriate "screening offers" for unknown shippers. Please advise our employees whether you are currently registered as a known shipper so that any additional charges for screening your air freight consignments can be avoided. In the case of special packages, a so-called "DARC alarm" may be triggered due to extensive density (e.g. engines or gearboxes), as certain metal parts do not allow to see through the goods. In this case, a so-called "sniffer test" will be conducted. If this test cannot provide clear results either, the goods must be checked manually. This is carried out exclusively by trained personnel from the authorities and, in special cases, by a sniffer dog. The personnel costs, as well as their travel costs and any other fees incurred, shall be borne by the Principal.

General

Our quotation shall be non-binding until the contract is finalised and is based on currently valid rates, tariffs and wages for loading on aircraft of our choice. The payment of freight charges shall be effected in Austria on a "freight prepaid" basis. Amendments or supplements to this quotation must be made in writing to be valid.

If the quotation is obtained via one of our online platforms (e.g. DB Schenker | Connect), our quotation shall only be valid if booked via the respective online platform, it shall be non-binding until the contract is finalised and is based on currently valid rates, tariffs and wages for loading on aircraft of our choice. The payment of freight charges shall be effected in Austria on a "freight prepaid" basis. The quotation shall lapse if the Principal does not select it during the same browser session and if it is not confirmed by Schenker EOOD in accordance with the procedure specified in these Terms and Conditions within 14 days from the date of its creation. Amendments or supplements to this contract concluded via the online platform must be made in writing to be valid.

All costs that are not attributable to our fault, any special services, as well as all transport services that have not been carried out on our behalf, and government dues will be charged separately and in the amount actually incurred.

Unless otherwise agreed, quotations and invoices for services shall generally be issued in euros. If they need to be converted into another currency and/or from another currency into euros, this shall be carried out alternatively using our in-house rate or the market rate, unless otherwise agreed in writing.

All prices stated shall be net plus VAT for services provided within the EU.

Notwithstanding the rates mentioned in the contract, we reserve the right to request you to make an extraordinary adjustment of the rates and/or the remuneration rules if one or more of the following circumstances occur:

- 1) Change in any of the parameters defined in the contract by at least 5%.
- 2) If an event outside our sphere of influence occurs that results in a significant increase in the costs of providing the service, which was not precisely foreseeable at the time of signing the contract or at the time of the last adjustment, or the extent of which could not be precisely determined.

In the event that the prerequisites mentioned in the previous paragraph occur, we must inform you in writing 7 (seven) days in advance of the adjustment of the rates and/or the remuneration rules, which shall be applicable 3 (three) days after confirmation. If you do not agree with the adjustment of the rates and/or the remuneration rules or if the parties do not sign a contract amendment within 14 (fourteen) days from the date of notification, we shall be entitled to terminate the contract subject to a period of notice of 14 (fourteen) days. The existing, unchanged rates or remuneration rules shall apply during the period of notice.

Our quotations shall be confidential and may be shared with third parties only with our express written consent.

Please note that compliance with the approximate delivery times stated in our quotations is based on information provided by the carriers; Schenker EOOD has no influence on them. Schenker EOOD shall not be liable for any stated approximate delivery times being exceeded. No liability shall be accepted for any delays at the airport of departure, the receiving airport or during transport, or for changes to departure days or cargo closing dates, or in the event of force majeure. Force majeure shall be all unforeseeable events or events that are beyond our sphere of influence and whose effects on contractual performance cannot be prevented through reasonable efforts. These include, for example, war, war-like conditions, insurrection, revolution, blockades, embargoes, government acts, strikes, lock-outs, epidemics, pandemics, fire, storm,

other adverse weather, earthquake, lightning, serious transport accidents and other unforeseeable and serious events, including at businesses on whose services we rely for our performance.

Irrespective of a fixed contract term, we shall have the right to terminate the contract at any time subject to a period of notice of 30 days.

We shall be entitled to contact you to negotiate an amendment to the contractual obligations in order to overcome possible difficulties, e.g. unavailability of freight capacities, longer transport routes/times, congestion at airports, ports and/or borders, significant reduction in volume, etc. Possible amendments include provisional rights and obligations or the suspension of KPIs.

The Parties agree that the export, import, re-export and in-country transfer of goods and / or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. import and export laws and regulations ("Trade Regulations"). Each Party warrants and represents that, in the fulfilment of its obligations under the Agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time. Each Party confirms that neither itself nor its affiliated companies, shareholders or directors have been previously, or are currently, listed on any applicable sanctions or denied parties list ("restricted party"), which may include, inter alia, EU and U.S. lists. Each Party further warrants and represents that it is currently not owned by 50% or more, individually or in the aggregate, by one or more restricted party(s) or acts on behalf of restricted party(s). You are responsible for determining whether your transactions are subject to Trade Regulations. You shall not engage us to perform prohibited Services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those Services are subject to Trade Regulations. If necessary, you will obtain or qualify for all licenses, approvals, authorizations and / or exemptions required for compliance with Trade Regulations and provide us with documentation of the same. We reserve the right to suspend provision of Services without any liability in cases where the Services would violate Trade Regulations. You acknowledge that we are not obligated to and will not provide Services relating to internal repression or military goods. We shall not be responsible for any consequences of the United Kingdom's exit from the European Union ("Brexit") and hence shall not be liable for any damages due to delays caused by Brexit. This shall include, in particular, delays in customs clearance and/or border clearance. We shall charge you for all additional costs attributable to Brexit (e.g. storage costs, demurrage, detention, customs duties, airport costs, port dues, personnel costs). We shall inform you about these costs as soon as we have detailed information. We shall be entitled to terminate this contract by notice to you if the United Kingdom's exit from the European Union leads to a fundamental change to the basis of the contract. Fundamental changes shall be, in particular, (i) the impossibility of contractual performance as agreed, or if (ii) the continuation of the contract would mean a substantial and significant financial burden.

We shall work exclusively on the basis of the General Terms and Conditions of **the NATIONAL ASSOCIATION OF BULGARIAN FORWARDERS**

relevant current version available at <https://nsbs.bg>, as amended in each case, unless mandatory provisions (such as: CMR, Warsaw Convention, Montreal Convention, CIM, etc.) conflict with these, but with the following restriction: in the event of destruction, loss, damage or delay of goods during international carriage by aircraft for a consideration, liability shall be governed exclusively by the Montreal Convention 1999 as amended. Higher limits of liability than those provided for in the Montreal Convention and waivers of the limits of liability may not be agreed with legal effect. Therefore, the limits of liability of the Montreal Convention shall apply without exception for any degree of fault.

The agreement of a declaration of value or interest shall not be permitted under any circumstances, without exception. We expressly object to any kind of declaration of value or interest, in particular those that might increase the limits of liability provided for in international conventions. We expressly point out that any kind of disclosure of an order value, value of goods (etc.) - in whatever form (in invoices, orders, delivery notes, quotations, etc.) - shall in no case lead to an agreement of a declaration of value or interest, even if we do not expressly object to this separately.

Complaints about services rendered by Schenker EOOD can be submitted to the postal address of Schenker EOOD or via the company's website at schenker.bg@dbschenker.com. When submitting a complaint to Schenker EOOD, the client or the right holder is obliged to provide all the necessary documents, including photographs, to prove the complaint by reason and amount, and Schenker EOOD may require additional documents.

Schenker EOOD shall process the complaint according to the applicable law and valid insurance policies in force.

Schenker EOOD shall not be liable for financial losses, indirect damages and consequential damages.

All disputes arising in connection with a concluded individual contract will be resolved by the parties through negotiations, consultations and mutually beneficial agreements, and in case of failure to reach an agreement - by the relevant competent court. Competent jurisdiction is the relevant court in Sofia, provided that such an agreement regarding jurisdiction is admissible and no other jurisdictions are prescribed by mandatory international law.

As at: 02/January/2024