



APPLICATION – CONTRACT FOR INTERNAL CARRIAGE

TO: Transpress OOD, UIC: 102017202

From: **UIC:**.....
 /Orderer – name of a company and UIC or name of a physical person/

Contact Person:

Phone Number:

Email:

We hereby assign to you the performance of internal carriage, as follows:

1. Sender: Loading Address **From Office**.....* **From Address**

a) Company: UIC:

b) Address: Postal Code: BG-..... City:..... Street:No.:

c) Contact person: Phone Number:

d) Additional data:.....

2. Receiver: Delivery Address **To Office**.....* **To Address**

a) Company: UIC:

b) Address: Postal Code: BG..... City:..... Street:No.:

c) Contact person: Phone Number:

d) Additional data:.....

3. Conditional Sender (filled when necessary) **From office**.....* **From address**

a) Company: UIC:

b) Country:

c) City:

4. Service

Date of Loading:...../...../..... (dd/mm/yyyy)

Speed 10 (delivery before 10 a.m. on a subsequent business day)

Speed 12 (delivery before 12 p.m. on a subsequent business day)

Speed 14 (delivery before 2 p.m. on a subsequent business day)

Speed (delivery before 6 p.m. on a subsequent business day)

Flex (delivery within 2 business days)

Fix (Please, enter date...../...../..... (dd/mm/yyyy) and time of delivery.....)

5. Description of the Goods:.....

a) Package 1:..... Count:.....

Volume:.....sq.m. Weight:..... kg

Length: cm Width:..... cm Height:..... cm

b) Package 2:..... Count:.....

Volume:.....sq.m. Weight:..... kg

Length: cm Width:..... cm Height:..... cm

c) Package 3:..... Count:.....

Volume:.....sq.m. Weight:..... kg

Length: cm Width:..... cm Height:..... cm

* When choosing the From Office option, from a cascading menu you shall choose the office from or to which the loading/unloading shall be performed. When choosing the From/To Address option, you shall fill the address in the relevant fields.

** Other – this category includes non-standard pallet, half pallet, industrial pallet, cardboard box, piece, bag, roll, case and any package that is different from Euro pallet or Euro grid.

6. Additional Services

- Payment on Delivery:BGN Payment in Cash Payment via Bank
- Return of Client’s Documents
- Return of the Package
- Pallet Package: Rent a pallet Buy a pallet
- Stretching
- Fragile
- Cargo Insurance Conclusion Value of the GoodsBGN

7. Agreed Carriage Freight

- In Cash
- Via Bank
- Via Bank in Advance

8. Payer of the Freight

- a) Company: UIC:.....
- b) VAT Identification Number:
- c) Address:
- d) Material Responsible Person:

9. Specific Instructions in Case of ADR (Dangerous Load) Goods:

Class: UN Number:.....

10. The Parties under the present Contract declare that all of the instruments, documents, invoices, as well as the correspondence between them shall be considered as valid and binding, if sent via email or fax to the contacts referred to below.

10.1. The sent APPLICATION-CONTRACT shall be considered to have been approved, if you do not send us a rejection via email within 30 /thirty/ minutes.

11. General Terms and Conditions for the Performance of Internal Carriages by Transpress OOD.

Art.1. Transpress OOD, referred to below as “Carrier”, performs internal carriages against remuneration in compliance with the terms and conditions of the Law on Automobile Carriages, the Law on Postal Services and the General Terms and Conditions of the Carrier, published at www.transpress.bg

Art.2. The liability of the Carrier with regards to the carried goods, irrespective of the value of the caused damages, is limited in accordance with the liability under the Law on Automobile Carriages, the Law on Postal Services and the General Terms and Conditions of the Carrier.

Art.2.1. The carriage shall be performed on the basis of an individual contract or on the basis of an application that has been filled and signed by the client.

Art.3. In order to be valid, all changes in the terms and conditions of the application shall be made in writing.

Art.4. The contract for carriage shall be verified with a filled waybill prepared in accordance with the provisions of Art. 52 and Art.53 of the Law on Automobile Carriages.

Art.5 The General Terms and Conditions published at www.transpress.bg are binding for the Load Provider and the latter accepts them by means of acceptance of the application or by execution of a contract.

Art.6 The payment shall be made within a term of 7 /seven/ days, unless another term is agreed explicitly, as of the date of receipt of the goods, which shall be documented by the issuance of an invoice for payment via bank.

Art.7. The Load Provider shall be liable for all expenditures and damages, which may be suffered by the Carrier as a result of the incorrect or untruthful filling of the waybill and the other accompanying carriage documents or the lack of such documents.

Art.8. The Load Provider is also obliged to hand over all other documents accompanying the load, as well as, in view of the Carrier’s necessity to have a permanent telephone contact with them, to provide a phone number via which they can be contacted at any moment.

Art.9. The Load Provider is obliged to provide the load in a state fit to survive the carriage. If the state of the load is unsuitable for carriage and/or the driver of the carriage vehicle considers that the package is unsuitable for the performance of the carriage, they are entitled to include these objections in the waybill.

Art.10. The load may be insured by the Carrier up to the limit of the invoice value referred by the Client after a preliminary negotiations with regards to the terms and conditions of the insurance between the Parties, whereas the insurance shall be concluded on the Client's expenses.

Art.11. The Carrier is entitled to assign the carriage to subsequent carriers, whereas, in such case, in case of potential damages resulting from the actions of a subsequent carrier, the Carrier shall be liable in accordance with the Law on Automobile Carriages, the Law on Postal Services and the General Terms and Conditions of the Carrier.

Art.12. In case of provision of incorrect coordinates of the receiver or of denial of cooperation by them, the Client owes the Carrier the expenditures incurred by the latter.

Art.13. In case of assignation of carriage of load of abnormal or above the admissible maximum weight, the Client owes an additional remuneration in the amount of the incurred additional expenditures.

Art.14. In case of rejection of the application within a term shorter than 24 hours as of the loading, the Load Provider owes a penalty in the amount of 50% of the agreed carriage freight.

Art.15. The Load Provider owes a penalty in the amount of 200 Bulgarian leva in case of changing the vehicle agreed in this APPLICATION-CONTRACT without a written approval by Transpress OOD.

Art.16. In case of non-compliance with the loading term, the Load Provider owes a penalty in the amount of 200 Bulgarian leva for each commenced 24 hours of the delay.

Art.16.1. In case of non-loading, through no fault of Transpress OOD, the penalty due to Transpress OOD shall amount to 50% of the agreed carriage freight.

Art.16.2. A stay of the vehicle for more than 2 hours with regards to loading, unloading, customs processing, increase the carriage freight with 10% for each commenced hour.

Art.16.3. In case of loading of the whole height of the vehicle with the consent of the Load Provider, Transpress OOD shall not bear any liability with regards to damaged goods.

Art.17. The Carrier shall not be liable in case of:

Art.17.1. incorrect outcoming application of the Client;

Art.17.2. discrepancy between the load weight stated in the application and the actual load weight. If there is not enough place for the actual load in the carriage vehicle and it cannot be loaded, the Client is obliged to cover the expenditures to the place of loading incurred by the Carrier. If the carriage vehicle is of such type, that it cannot load the actual load and the Carrier cannot perform the carriage, the latter is not entitled to deny the performance of the carriage, but only if the Client pays a higher freight.

Art.17.3. If the load happens to be dangerous load within the meaning of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) and the Client has not stated this fact explicitly when filling the application, the Client shall owe an additional remuneration in the amount of the additional expenditures incurred by the Carrier.

Art.17.4. In case of force majeure circumstances (war, strike, revolts and other similar acts). If, as a result of such force majeure circumstances, an obligation arises for the Carrier to pay additional fees, duties or other payments, these shall be paid by the Client.

Art.18 All of the fees and expenditures related to the customs duty applied to the goods shall not be borne by the Carrier. In the cases, when the payment of the freight is a legal entity and/or a natural person of a Member-Country of the EU /that is different from Bulgaria/ and they are not VAT registered, a 20% value added tax (VAT) shall be accrued on the carriage freight.

Art.19. Each dispute shall be resolved by means of agreement, and when this is impossible, it shall be brought before the Bulgarian court that is competent to resolve it.

I acknowledge the clauses of the present Terms and Conditions and I accept them.

For the Carrier:

Correspondence Address

City of Sofia, Airport 1540

140 Mimi Balkanska Str.

Phone Number: 02 / 948 07 00

*5015

0700 150 50

Fax: 02 / 948 07 01

e-mail: orders@transpress.bg