



The EUROGATE Logistics Limited Liability Company
- transport and logistics activities -
General Terms and Conditions

Chapter I
General provisions

1. The present General Terms and Conditions (hereinafter referred to as "GTC") define the contractual terms and conditions governing the subcontractor performing transport tasks under these General Terms and Conditions and EUROGATE Logistics Limited Liability Company. The subcontractor acknowledges and accepts the terms and conditions of these General Terms and Conditions by accepting the transport assignment.
2. Interpretative provisions:
 - a) Subcontractor: an individual entrepreneur, legal person or unincorporated organisation that is obliged to forward a consignment to its destination and deliver it to the consignee.
 - b) GTC: see Chapter I, point 1.
 - c) CMR insurance: international cargo liability insurance, which covers cargo that is the responsibility of the carrier.
 - d) CMR Convention: the "Convention on the Contract for the International Carriage of Goods by Road", signed in Geneva on 19 May 1956, promulgated in Hungary by Decree-Law No. 3 of 1971.
 - e) CMR consignment note: compulsory in all cases where the transport is part of the CMR Convention; international transport is prohibited without a CMR consignment note.
 - f) EUROGATE/Multi-user:
 - EUROGATE Logisztikai Korlátolt Felelősségű Társaság (abbreviated company name: EUROGATE Kft., foreign language company name: EUROGATE Logistics Limited Liability Company; foreign language abbreviated company name: EUROGATE Ltd.)
 - registered office (and place of complaint): 1021 Budapest, Hűvösvölgyi út 89.
 - company registration number: 01-09-919349 /Company Court of the Metropolitan General Court/
 - Tax number: 14777916-2-41
 - authorised representative managing director: Ádám Nagy
 - e-mail address: info@eurogate.hu
 - telephone number: +36 1 889 2500
 - g) Parties: the Subcontractor and EUROGATE/Contractor
 - h) Fuvarbörze: a transport booking platform, a browser-based transport software that helps to match carriers' available capacity with shippers' needs based on route, dates and vehicle demand/capacity.
 - i) Fee: the total amount of the fee, expressed in EUR (Euro), which EUROGATE is obliged to pay to the Subcontractor for the performance of the transport services carried out by the Subcontractor, on the basis of an invoice issued by the Subcontractor, as described in Chapter II.1 of these GTC.



- j) MÁSZF: the current Hungarian General Conditions of Carriage published on the website of the Association of Hungarian Freight Forwarders www.szallitmanyozok.hu (<https://www.szallitmanyozok.hu/downloads/Magyar%20%C3%81tal%C3%A1nos%20Sz%C3%A1ll%C3%ADtm%C3%A1nyoz%C3%A1si%20Felt%C3%A9telek.pdf>)
 - k) Contract: an agreement concluded by electronic means, following prior oral or written agreement between the Parties, without the simultaneous presence of the Parties, for the performance of transport tasks, on the basis of which the Subcontractor performs the transport task under the freight contract provided by EUROGATE, under the conditions set out in these GTC, and EUROGATE undertakes to pay the Subcontractor a freight charge; the Contract may only be concluded by a person who is able to act and authorised to act on behalf of the Subcontractor.
 - l) Residence Certificate/Document: a document proving the length of employment to be completed by the Contractor.
3. The Subcontractor acknowledges that if it approaches EUROGATE's Principal with a separate transport offer, without prior contact between the Subcontractor and EUROGATE's Principal, this will result in an immediate ban by EUROGATE, i.e. no further transport assignment will be given to the Subcontractor by EUROGATE. The Subcontractor shall only be entitled to use the services of a subcontractor for the performance of its tasks and obligations under the Contract after prior written agreement with EUROGATE and written approval by EUROGATE.
 4. The mandate given by EUROGATE to the Subcontractor is valid even in the absence of written and/or oral confirmation by the Subcontractor. EUROGATE shall not accept any confirmation contrary to or with a different content from EUROGATE's mandate.
 5. The display of EUROGATE's transport assignments on the Freight Exchange is strictly prohibited.

Chapter II Payment terms

1. **EUROGATE shall pay the freight charges to the Subcontractor by bank transfer within 60 days of receipt of the invoice in EUR (in euro), provided that** EUROGATE has received the original, numbered CMR consignment note duly certifying the receipt of the goods, and, where available, the certified bill of lading, the Residence Certificate and, where applicable, other documents, indicating the position number (i.e. the transport order number), have been received by the Subcontractor at the same time as the invoice is delivered.

The freight charge includes all costs incurred during the carriage, including the required insurance and any route permits, but excludes (for example, but not limited to) the following permits/documents and fees/costs: TIR Carnet, TC32, ATA Carnet, T1, T2, etc., as well as animal and plant health inspection fees, customs clearance costs, freight insurance fees, other forwarding costs. EUROGATE will pay the Subcontractor's other costs incurred during the transport only if agreed in advance in writing by the Parties.



2. The **Subcontractor shall send the invoice issued in accordance with paragraph 1 above**, together with the attachments referred to therein, to the following **addresses**:
 - in electronic form to invoice@eurogate.hu, and
 - in any case also by post to EUROGATE Logisztikai Kft. - 1021 Budapest, Húvösvölgyi út 89.

Chapter III

Conditions required for the performance of a transport task

1. The subcontractor must provide a clean, odour-free, intact truck with a tracking device, a mobile phone and a sufficient number of clamps, end stops, edge protectors and anti-slip protection, with valid CMR insurance, for the transport task. The Subcontractor must check the packing of the goods, the quantity of the goods as stated in the documents and the quantity of the goods actually loaded during the acceptance of the goods and during customs clearance. The subcontractor must immediately notify EUROGATE of any problems encountered during transport which prevent the full performance of the transport contract.
2. Immediately after the successful loading and unloading of the goods, the Subcontractor shall notify EUROGATE's competent transport manager in writing (by any electronic means).
3. The Subcontractor shall provide the Vehicle Registration Number of the means of transport in writing to the transport manager EUROGATE before the loading starts. The Subcontractor shall immediately inform EUROGATE in the following cases:
 - change of the registration number of the means of transport carrying out the transport operation (tractor and/or trailer, if the means of transport ordered is a combination)
 - transshipment, and
 - emergency.

The costs, risks, fines and any other direct or consequential damages arising from failure to provide information or from the provision of inadequate information shall be borne by the Subcontractor.

4. If the Subcontractor reroutes the vehicle carrying out the transport, if this becomes necessary in the course of the transport, the Subcontractor shall be entitled to the additional distance charge added to the distance agreed in the original transport contract.
5. If EUROGATE cancels the freight order 4 (four) working hours before the loading time, the Subcontractor shall not be entitled to a cancellation fee. If EUROGATE cancels the freight forwarding order within 4 (four) working hours before the loading time, the Subcontractor shall be entitled to a cancellation fee, at the rate of:
 - For trucks with a payload capacity of 20.1 to 26 tonnes, up to EUR 200,
 - for a vehicle with a payload of between 1.51 and 20 tonnes, up to EUR 125, and
 - for vehicles with a payload capacity of 0.1 to 1.5 tonnes, up to EUR 75
6. In case of damage, theft or shortage of goods, including discrepancies in quality and quantity, you are obliged to inform us immediately. The Subcontractor shall not be entitled to take any action of its own accord in relation to the transport concerned until EUROGATE has given a clear written instruction to do so.
7. The Subcontractor shall be fully liable for any damage resulting from the assembly of the partial loads. EUROGATE shall immediately charge the Subcontractor for any claim for damages incurred.



Chapter IV
Late performance, non-performance, defective performance

1. In the event of late performance (late unloading; late arrival at the place of unloading), non-performance (failure to deliver a lorry in accordance with Chapter III.1; failure to unload) and failure to provide information, the Subcontractor may be liable to pay a penalty, if claimed by the Principal of EUROGATE, up to the total amount of the freight charges, in accordance with Article 23.5 of the CMR Convention (https://unece.org/DAM/trans/conventn/cmr_e.pdf).
2. In case of failure of a transport assignment, if the lorry has arrived at the loading site as ordered and the Subcontractor has
 - a) in the first instance - by completing the Residence Certificate,
 - b) in the absence of a Residence Certificate as described in (a), on the CMR consignment note (indicating the check-in and check-out dates and signed by the consignee), or
 - c) if the stevedore refuses to fill in or sign the Residence Certificate or the CMR consignment note, the GPS coordinates of the vehicle making the journey, with the time and datecan prove, in the case of
 - For trucks with a payload capacity of 20.1 to 26 tonnes, up to EUR 200,
 - for a vehicle with a payload of between 1.51 and 20 tonnes, up to EUR 125, and
 - for vehicles with a payload capacity of 0.1 to 1.5 tonnes, up to EUR 75are accepted by EUROGATE.
3. No standing time charge may be made if the means of transport arrived at the designated place after the loading or unloading time indicated in the transport order. The subcontractor acknowledges that Saturday, Sunday and all public holidays are always free of standstill charges, while waiting for customs clearance is part of an individual agreement. Standstill charge rate:
 - For trucks with a payload capacity of 20.1 to 26 tonnes, up to EUR 200,
 - for a vehicle with a payload of between 1.51 and 20 tonnes, up to EUR 125, and
 - for vehicles with a payload capacity of 0.1 to 1.5 tonnes, up to EUR 75accepted by EUROGATE against a certified original Residence Certificate, if available, or a tracking device. Subcontractor acknowledges that the Commonwealth of Independent States (CIS), Balkan countries and the Middle East are 48 hours, otherwise 24 hours, free of standing charge.
4. The Subcontractor shall submit its claim for a standing charge in respect of the carriage described in clause 3 above electronically in writing within 24 hours of the completion of the carriage, supported by a certified Certificate of Residence and/or a tracking device. Prior to this, the Subcontractor must notify the EUROGATE transport manager - who has sent the order - in writing of the start of the downtime.
5. In the case of non-compliance with the transport described in point 3 above, EUROGATE will not accept any claim for a standing charge in connection with the transport described in point 4 above. A standing charge may be invoiced in connection with the above carriage provided that it has been confirmed by EUROGATE's transport manager.
6. EUROGATE will only accept a stand-alone, individual invoice for the freight charge - i.e. the freight charge invoice cannot include the freight charge - and only if the invoice includes the position number of the freight order.



Chapter V Final provisions

1. Issues not covered by this document and the interpretation of this document shall be governed by Hungarian law, in particular the provisions of Act V of 2013 on the Civil Code (Civil Code Act). EUROGATE declares that its activities are carried out in accordance with the Hungarian General Conditions of Carriage (abbreviated as MÁSZF) and the CMR Convention. The binding provisions of the relevant legislation shall apply to the parties without any special stipulation.

These GTC are in force from 24 May 2023 until revoked or amended. The full text of these GTC shall be annexed to the relevant contract of carriage and shall remain in force at all times.

2. EUROGATE reserves the right to amend these GTC. Contracts concluded after the publication of the amended content of the GTC shall be subject to the new provisions of the GTC.
3. All correspondence addressed to EUROGATE must be sent either to the EUROGATE mailing address (EUROGATE Logisztikai Korlátolt Felelősségű Társaság, 1021 Budapest, Hűvösvölgyi út 89.) or electronically to the following e-mail address: info@eurogate.hu.
4. The Parties shall attempt to resolve any disputes arising out of these GTC by amicable means. The Parties acknowledge that EUROGATE's "SPED" system is operated and maintained in Hungary. The relationship between the Subcontractor and EUROGATE shall be governed by Hungarian law. The Parties agree that the Budapest II and III District Court shall have jurisdiction to settle any disputes between them.

Budapest, 24 May 2023.

EUROGATE Logistics Limited Liability Company
Represented by Ádám Nagy, Managing Director