



GB GMOPLUS GLOBAL LOGISTICS AND TRANSPORTATION SERVICES AGREEMENT

Effective Date: 2025

Version: v1.0 – English

Parties:

- **GMOPLUS Teknoloji A.Ş.**, a legal entity governed by the laws of the Republic of Türkiye,
- **GMOPLUS GmbH**, a legal entity governed by the laws of the Federal Republic of Germany,
- and the **Logistics / Transportation Service Provider**, who electronically accepts this Agreement (hereinafter referred to as “the Party”).

1. PURPOSE AND SCOPE

The purpose of this Agreement is to regulate the activities, rights, and obligations of **logistics, transportation, warehousing, and customs service providers** operating on the **GMOPLUS Global Platform**.

This Agreement covers:

- National and international transportation services,
- Storage, loading, and unloading operations,
- Customs clearance and delivery coordination,
- Shipment tracking, insurance, and logistics management.

2. DEFINITIONS

- **Platform:** The GMOPLUS Global digital commerce and communication infrastructure.
- **Service Provider:** A company offering transportation, logistics, or warehousing services via the platform.
- **User / Client:** Any person or business that receives logistics or transport services through GMOPLUS.
- **Transportation Service:** The carriage of goods by road, sea, air, or rail.
- **Warehousing:** The safe storage of goods for a specified period.

3. ROLE OF GMOPLUS

- GMOPLUS acts as a **digital intermediary** between service providers and users.
- GMOPLUS is **not directly responsible** for transport execution, physical delivery, or handling.
- GMOPLUS may monitor service quality, customer satisfaction, and platform security.
- GMOPLUS reserves the right to define service standards and pricing principles on the platform.

4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees to:

- Hold all **necessary licenses, permits, and authorizations** for transport and logistics activities,
 - Ensure the safety and integrity of transported goods,
 - Comply with declared delivery times and agreed transport conditions,
 - Follow the operational standards set forth by GМОPLUS,
 - Promptly report any damage, loss, or delay during transport,
 - Provide complete transport documents (waybills, invoices, insurance certificates, etc.),
 - Use the GМОPLUS brand only within the scope of authorized activities.
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5. PRICING AND PAYMENT TERMS

- Service fees are defined and collected exclusively through the GМОPLUS system.
 - GМОPLUS may charge a service fee or commission per transaction.
 - Payments are released after successful service completion and client confirmation.
 - GМОPLUS bears no liability for payments made outside the platform.
 - Invoicing and tax obligations are the sole responsibility of the Service Provider.
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6. INSURANCE AND TRANSPORTATION GUARANTEE

- The Service Provider must ensure that all transported goods are **properly insured**.
 - In cases of loss, damage, or delay, the applicable insurance policy shall prevail.
 - GМОPLUS shall not be held liable for any physical damage or loss during transport.
 - The Service Provider must maintain valid transport insurance (e.g., CMR, freight insurance, etc.) for every shipment.
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7. CONFIDENTIALITY AND DATA PROTECTION

- Both parties shall maintain the confidentiality of all commercial and operational data obtained through GМОPLUS.
 - GМОPLUS processes personal data in compliance with **KVKK** (Türkiye) and **GDPR** (European Union) regulations.
 - The Service Provider may use client data solely for fulfilling service obligations and must not share it with third parties.
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8. LIABILITY AND LIMITATIONS

- GМОPLUS is not responsible for transport-related damages, delays, or losses.
- The Service Provider is solely responsible for any goods transported and the quality of services provided.
- GМОPLUS provides only digital infrastructure, communication, and transaction security.

- Disputes between users and service providers may be resolved under GМОPLUS supervision if necessary.
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9. TERMINATION AND SANCTIONS

GМОPLUS reserves the right to unilaterally terminate this Agreement in the following cases:

- a) Breach of transport safety or licensing requirements,
- b) Use of falsified or misleading documentation,
- c) Repeated verified customer complaints,
- d) Violation of GМОPLUS platform policies,
- e) Any action damaging the GМОPLUS brand reputation.

In case of termination, the Service Provider's access to the GМОPLUS platform shall be suspended, and all service listings will be removed.

10. DISPUTE RESOLUTION AND JURISDICTION

In case of a dispute, the parties shall first seek an amicable resolution.

If no settlement is reached:

- For parties based in **Türkiye**, the **Courts and Enforcement Offices of Ankara** shall have jurisdiction;
 - For parties based in **Germany or other countries**, the **Regional Court of Munich (Landgericht München)** shall have jurisdiction.
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11. EFFECTIVENESS AND ELECTRONIC APPROVAL

This Agreement enters into force upon **electronic approval** by the parties.

After approval, the system automatically generates a **digitally signed PDF copy** and sends it to the parties by email.

This Agreement constitutes an **integral part of the GМОPLUS Global General Terms of Use**.