

GENERAL TERMS AND CONDITIONS FOR CARRIERS

1 Applicability

- 1.1 These General Terms and Conditions (hereinafter, “**Terms**”) shall exclusively apply to the legal relationship between the Carrier and Kuormat.com Finland Oy (hereinafter referred to as “**Service Provider**”), a limited liability company governed and construed in accordance with the laws of Finland, for the usage of the Service provided by the Service Provider. All terms and conditions which are inconsistent with or in addition to these Terms shall have no force and shall not form a part of the legal relationship of the Parties.
- 1.2 The Carrier shall be deemed to have accepted these Terms by registering to the Service and having familiarized with these Terms prior to signing the Contract in connection with registering to the Service.
- 1.3 The Carrier agrees to fully comply with and be bound by these Terms each time using the Service. Therefore, after having accepted these Terms, the Carrier agrees to the applicability thereof in respect of any future agreements between itself and the Service Provider, even if this is not expressly stated.

2 Definitions

“**Actualized Transport**” is defined in section 10.2.

“**Business Day**” means a day when banks are open for general banking business in Finland.

“**Carrier**” means the legal entity using the Service for booking Loads and who undertakes to transport the Shipper’s cargo (Load(s)) as separately agreed upon between the Shipper and the Carrier. The Carrier in these Terms can mean both the contracting company or the legal entity or an individual person working in the Carrier’s organization with the right to use the Service based on the contract between the Carrier and the Service Provider.

“**Contract**” means the agreement concluded electronically between the Parties, which enters into force upon the electronic signature given by the Carrier in connection with

registering to the Service, including these Terms, all possible appendices and agreed amendments and additions to the said documents.

“Freight Payable” means the total and final freight to be paid for the particular transport of the Load in question as announced by the Shipper and accepted by the Carrier irrespective of which factors may affect the pricing, how the transport price has been defined and which cost items has been taken into account in the total amount of the freight.

“Goods” means all movable property subject to the transport operation.

“Load” shall be understood as an object or group of equipment comprised from several objects, regardless of their weight, dimensions and volume, forming an identifiable unit load upon issue for road transport (for example, but not limited to, tray, cage, bin, trunk, bulk, box, container, envelope, bundle, packet, strapped or filmed pallet, bag, case, etc.).

“Party” means the parties to the Contract, i.e., the Carrier and the Service Provider.

“Reference Rate” means the rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of each half-year rounded up to the nearest half-percentage point. The reference rate in force on the first calendar day of the half-year in question applies for the following six months.

“Service” means the platform service provided on the website(s) of the Service Provider, by which the Shippers registered to the Service can announce their Loads needing transportation and the Carriers registered to the Service can book Loads and where the Shippers and Carriers can, for example, manage documentation as available through the Service from time to time.

Service Fee means the price payable to the Service Provider for each Actualized Transport of a Load as defined in section 10.3.

“Shipper” means the legal entity using the Service for announcing its Loads needing transportation and whose Loads the Carrier can book for transportation, and who thereby contracts for carriage with the Carrier. The Shipper in these Terms can mean both the contracting company or legal entity or an individual person working in the Shipper’s organization with the right to use the Service.

3 Warranties of the Carrier

3.1 By using the Service, the Carrier represents and warrants that:

- i) the Carrier is fully able, competent and authorized to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms;
- ii) all registration information submitted by the Carrier is truthful and accurate;
- iii) the Carrier will maintain the accuracy of the information referred to in item ii) above;
- iv) all details provided to the Service Provider and/or to the Service during the course of using the Service shall be true and accurate, and the Carrier acknowledges that the Service Provider is not required to independently verify the same when only acting as an intermediary allowing Carriers to connect with Shippers through the Service by booking Loads for transportation;
- v) the available vehicles and/or any equipment related to the carriage of Goods announced on the Service by the Carrier meets the technical and safety requirements set forth in any and all applicable legislation and that the vehicles

meet the requirements of roadworthiness and that the Carrier has any and all official permissions required for professional carriage of Goods by road when registering to the Service and continuously when using the Service and booking Loads through it;

- vi) the Carrier uses only carefully selected and supervised, reliable, professionally trained driving personnel with a valid driving license, sufficient driving experience and the training certificates necessary for the transport and Load(s) in question;
- vii) the Carrier does not use the Service for booking and transporting announced Loads containing Goods of an illegal nature, which the Carrier knows or ought to know about; and
- viii) the Carrier's use of the Service does not violate any applicable law or regulation.

4 Registration and management of the Carrier's account

- 4.1 The Carrier can create an account ("**Administration Account**") for the usage of the Service by registering to the Service. The registration of the Carrier's account on the Service is subject to the Carrier always satisfying the Terms as set forth in section 1.3 of these Terms.
- 4.2 The Carrier has the right to create accounts subordinated to the Administration Account ("**Sub-Accounts**") allowing the Carrier to manage the bookings of the Loads through several Sub-Accounts.
- 4.3 If the Service Provider has reasonable grounds to suspect violation of these Terms or that registration information or the information about the vehicles, roadworthiness, Carrier's personnel, drivers and/or other material information for the due and safe performance of the carriage provided by the Carrier is untrue, inaccurate, outdated or incomplete, the Service Provider reserves the right to terminate the Carrier's Administration Account as well as any and all possible Sub-Accounts and the Contract and to refuse current or future use of any and/or all parts of the Service.
- 4.4 The Carrier is solely responsible for maintaining the confidentiality of the Carrier's username and password and for all activities carried out through the Service under the Carrier's Administration Account or the Sub-Accounts created. The Service Provider is not responsible for any loss or damage occurred to the Shipper or any third party that is incurred because of any unauthorized access and/or use of the Carrier's Administration Account and/or Sub-Accounts.

5 The Service and the intermediary role of the Service Provider

- 5.1 The Service Provider acts as intermediary between the Shippers and the Carriers registered to the Service by bringing together the Shippers' Loads needing transportation and the Carriers available vehicle fleet through the Service.
- 5.2 The Service Provider does not undertake to offer the Carrier any minimum number of Loads to be transported through the Service, as the Carrier is responsible for booking suitable Loads for carriage in accordance with the booking terms applicable at each given time on the Service, and the Shipper and Carrier are solely responsible for concluding a possible contract of carriage and for performing their respective obligations under the contract.
- 5.3 The Service Provider does not under any circumstances act as a party to the contract of carriage and/or represent the Shipper as a freight forwarding agent in relation to the Carrier or to any third party. The Service Provider does not represent the Carrier and does not under any circumstances act as a contracting carrier whereas the Carrier would be the performing Carrier. The Service Provider's role is solely restricted to providing the Service for the usage of the Carriers and the Shippers registered.

6 Booking Loads through the Service

- 6.1 The Carrier can book Loads announced on the Service by the Shippers for transportation. Booking Loads is free of charge.
- 6.2 Notwithstanding the above-mentioned, the Carrier is obliged to pay a cancellation fee for cancelling Loads already booked through the Service by the Carrier for transportation. The cancellation fee to be paid by the Carrier for cancelling already booked Loads is tiered as follows:

- i) Cancellation within thirty (30) minutes from booking the Load through the Service is always free of charge.
- ii) After the thirty-minute free cancellation period defined in item i) above, the Carrier is always obliged to pay the Service Fee valid at the time of the cancellation, irrespective of how many days prior to the intended loading date provided by the Shipper the Carrier decides to cancel the booking.
- iii) Should the Carrier cancel the booked Load seven (7) or more days prior to the intended loading date provided by the Shipper, no other fees than the Service Fee will be collected from the Carrier.
- iv) Should the Carrier cancel the booked Load between seven (7) and three (3) days prior to the intended loading date provided by the Shipper, a cancellation fee corresponding twenty-five (25) percent of the Freight Payable for the cancelled Load will be collected along with the Service Fee from the Carrier.
- v) Should the Carrier cancel the booked Load between three (3) days and more than twenty-four (24) hours prior to the intended loading date provided by the Shipper, a cancellation fee corresponding fifty (50) percent of the Freight Payable for the cancelled Load will be collected along with the Service Fee from the Carrier.
- vi) Should the Carrier cancel the booked Load less than twenty-four (24) hours prior to the intended loading date provided by the Shipper, a hundred (100) percent of the Freight Payable for the cancelled Load along with the Service Fee will be collected from the Carrier.

- 6.3 The Carrier and Shipper have always the possibility to negotiate about rescheduling or other amendments to the transportation of the booked Load on their own initiative, if needed. The cancellation fees subject to provision 6.2 herein will be collected only if the Carrier cancels the booked Load through the Service by giving a separate cancellation order through the Service. The purpose of collecting the cancellation fees defined in section 6.2 above, is to encourage the Carriers on the platform to de facto contract for carriages, as well as to ensure that the Shipper's Load being the object of cancellation could nevertheless be transported by for example re-announcing the Load on the Service to an increased freight rate.
- 6.4 Should the Shipper withdraw the Load announced to the Service and booked by the Carrier less than twenty-four (24) hours prior to the intended Loading date provided by the Shipper and accepted by the Carrier, the Service Provider will collect a cancellation fee from the Shipper to be able to compensate the Carrier for a possibly commenced transport.

7 The contract of carriage

- 7.1 The Carrier and the Shipper are the sole parties to a possible contract for the carriage of Goods by road to be concluded based on the booking of the Load(s) through the Service. The Service Provider does not provide contracts of carriage through the Service or as a part of it, as the Service is designed as a platform for the Carriers and Shippers to connect for such contracting.
- 7.2 As parties to the contract of carriage, the Shipper and Carrier are solely responsible for opting for a suitable waybill (if needed) and for agreeing on possible ancillary services for the particular transport operation in question, for filling in the needed particulars in the contract of carriage and for complying with the contract as well as with any and all applicable legislation for the carriage of goods by road.
- 7.3 For the sake of clarity, it is underlined that the Carrier is responsible for the loss, reduction and damage to the Goods between the period of receipt for transportation and delivery and for possible delay during the transport in accordance with applicable legislation. The Carrier and Shipper are solely responsible for the actual transportation operation of the Goods as well as for taking out sufficient insurance coverage for the transport operations conducted. The Service Fee and Freight Payable will automatically be collected through the Service, and the Shipper and Carrier are responsible for solving possible issues arising from or during the transportation of the Load(s) between each other.

8 Liability of the Carrier

- 8.1 The Carrier's liability based on and in relation to contractual relationship between the Shipper and the Carrier for each transport in question is determined by applicable transportation law and other legislation applicable to the transport in question. Therefore, any risk for damages, (total) loss or delay for the Shipper's Loads to be transported is for the Shipper's and Carrier's account as set forth in the legislation applicable to the transport operation in question and the contract of carriage.
- 8.2 The Carrier shall indemnify, hold harmless and compensate the Service Provider from and against all damages, losses, claims, liabilities and expenditures caused by or in connection with:
- a) the transportation operation of the Load carried out by the Carrier, his servants, sub-carriers or any third party employed by the Carrier;

- b) the Carrier's vehicle and/or equipment does not meet the technical, safety and/or other requirements set forth by an official authority or by law and/or the Carrier's vehicle and/or equipment does not meet the requirements of roadworthiness;
- c) the Carrier, his servants, sub-carriers or any third party employed by the Carrier is in any other way in breach of the contract of carriage and/or legislation applicable to the transport operation in question;
- d) the Service Provider is obliged to pay customs duty or other official fees or provide a security, unless such obligation is caused by the Service Provider's negligence; and
- e) the Goods are illegal, defective, deficient or noncompliant with applicable rules or regulations, are suspected of being or is shown to be in violation of intellectual or industrial property rights of a third party, or the necessary official permits are not in place for the import, export, handling, storage or transport of the Goods and the Carrier knew or ought to have known about it.

8.3 The Carrier is liable in relation to the Service Provider for all direct damages or losses resulting from or arising out of the performance of its obligations under the Contract.

8.4 The Carrier shall not be liable for any indirect or consequential damages and/or losses resulting from the performance of its obligations under this Contract unless the Carrier has caused such damage and/or loss intentionally or by gross negligence. This exclusion of liability does not apply to the extent any of them would be considered consequential damages and/or losses from the breach of the warranties of the Carrier set forth in section 3.

9 Liability of the Service Provider

9.1 The Service Provider shall be liable for direct damages caused to the Carrier resulting from its lack of due diligence in the performance of the Contract and providing the Service.

9.2 The Service Provider shall not be liable for any indirect or consequential damages and/or losses resulting from the performance of its obligations under this Contract unless the Service Provider has caused such damage and/or loss intentionally or by gross negligence.

9.3 The Service Provider is not liable for the Carrier's choice of Shipper through the Service. The Carrier acknowledges that the Shippers registered to the Service are solely liable for being competent and authorized to use the Service and for any and all information provided to the Service, such as registration information, information about the Loads and other details provided. The Service Provider shall not have any liability for the Shipper's Loads and Goods to be transported.

10 Service Provider's Service Fee and payment terms

10.1 Registering to the Service, listing the Carrier's vehicles as available from time to time and booking Loads through the Service is free of charge subject to the provisions set forth in section 6 above. The Carrier shall pay a service fee to the Service Provider ("**Service Fee**") based on the freight value of the Actualized Transports through the Service.

10.2 A transport shall be deemed to be an Actualized Transport a) immediately upon the Carrier uploading a picture or a document to the Service of the contract of carriage (waybill, consignment note etc.) containing the consignee's confirmation of receipt of the Load(s) at the unloading time with a company stamp, signature and the current date or b)

within seven (7) days after that the latest loading date for the Load(s) according to the Shipper's transport order accepted by the Carrier has passed, and neither the Shipper nor the Carrier has given the Service Provider a written notice within the seven (7) days as meant herein, stating that the transport in question has been cancelled, rejected, postponed or that the agreed loading date has been amended for some other similar reason. Should the agreed loading date be postponed to a new loading date, the principles for determining an Actualized Transport as set forth herein shall apply to the new loading date.

- 10.3 The Service Fee payable to the Service Provider for each Actualized Transport shall be determined in accordance with the applicable Service Fee schedule valid from time to time and available through the Service. The Service Fee is, unless otherwise separately agreed upon prior in writing between the Carrier and the Service Provider, proportional to the Freight Payable by the Shipper for each Load to be transported by the Carrier and constitutes a certain percentage of the Freight Payable. The Service Fee applicable for each Load listed on the Service is shown in connection with the Freight Payable.
- 10.4 The Shipper shall pay the Freight Payable as tendered by the Shipper and accepted by the Carrier to the Service Provider based on the Actualized Transport. The Service Provider undertakes to pay the Freight Payable subtracted with the amount of the Service Fee ("**Adjusted Freight**") to the Carrier on the payment terms as forth herein below.
- 10.5 The Adjusted Freight is paid to the Carrier afterwards so that the Adjusted Freights for all of the Carrier's Actualized Transports during one (1) calendar month (tracking month) are simultaneously paid by the Service Provider to the Carrier the last day of the following calendar month or the following Business Day, unless otherwise separately agreed upon in writing.
- 10.6 Should the Carrier cancel booked Loads during the calendar month for which cancellation fees will be collected for as set forth in section 6 above, the addended amount of the cancellation fees for cancelled Loads during the calendar month (tracking month) are subtracted from the Adjusted Freight paid by the Service Provider to the Carrier. Should the amount of cancellation fees during one calendar month be greater than the amount of Adjusted Freight payable, the cancellation fees are primarily subtracted from the Adjusted Freight Payable and the remaining differential will be separately invoiced from the Carrier with the payment term [fourteen (14) days net].
- 10.7 Interest for late payment by the Service Provider shall be collected in accordance Finnish Interest Act (633/1982) Section 4 a §. Therefore, the amount of the interest is eight percentage points higher than the Reference Rate in force at the time in question.

11 Force Majeure

- 11.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to a force majeure -event, such as war, insurrection, terrorism, riot, embargo, strike, labor dispute, accident, mechanical breakdown of facilities, computer system failures, fire, flood, natural disasters or any such unforeseeable compelling circumstances, to which the Parties cannot have had any impact ("**Force Majeure**") preventing the delivery or fulfilment of other obligation during the event of Force Majeure.

12 Term and termination

- 12.1 The Contract between the Carrier and the Service Provider is valid until further notice. The Carrier shall have the right to terminate the Contract and delete its account from the

Service by contacting the Service Provider (Administration Account along with any and all Sub-Accounts) and thus unregistering from the Service.

- 12.2 Should the Carrier terminate the Contract as set forth in section 12.1 above, such termination shall, however, not affect the validity and/or effect of a possible contract of carriage in force between the Carrier and a Shipper or other contractual relationships between the Carrier and the Shipper. Should the Carrier have Loads booked through the Service during the time of termination of the Contract, the rules on cancelling Loads set forth in section 6 as well as the payment terms in section 10 shall survive and be applicable.
- 12.3 The Service Provider may terminate the Contract in whole or in part with immediate effect by giving a written notice thereof and without prejudice to any provisions, rights or remedies under the Contract or law, in any of the following events:
- a) the Carrier has not performed its obligations according to the Contract and/or the Carrier has committed a material breach of any provision of these Terms;
 - b) the Carrier does not accept amendments and/or modification made to these Terms as defined in section 13.2;
 - c) the Carrier is declared insolvent or bankrupt by a court of competent jurisdiction or is subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary);
 - d) the Carrier's usage of the Service conflicts and/or is incompatible with honour and/or good faith; or
 - e) due to changes in the Service Provider's business activities, Service and/or organization.

13 Miscellaneous

- 13.1 **Publicity.** Neither Party shall use the name of the other Party in publicity, advertising or similar activity, without the prior written consent of the other Party.
- 13.2 **Amendments and modifications.** The Service Provider reserves the right to modify these Terms to adapt them to any change or new regulations, for technical reasons, for changes in the Services offered by the Service Provider or for strategic decisions of the Service Provider. In these cases, the Service Provider will provide a fourteen (14) days advance notice of changes to the Terms and when they will take full effect. Should the Carrier not be satisfied with the modifications, the Carrier must restrain from using the Service. The use of the Service after having had the opportunity to familiarize and accept the changes to the Terms will imply the full acceptance of the changes/modifications by the Carrier.

14 Governing Law and Dispute Resolution

- 14.1 These Terms, the Contract as well as the business relationship between the Carrier and the Service Provider shall be governed by and construed in accordance with the laws of Finland, without giving effect to the provisions, policies or principles relating to the choice and/or conflict of laws.
- 14.2 Any dispute, controversy or claim arising out of or relating to these Terms, the business relationship between the Carrier and the Service Provider or the breach, termination or validity thereof shall be finally settled in the District Court of Helsinki, Finland.
- 14.3 If any provision of the Contract is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions thereof. In such an event the Parties shall substitute the invalid and/or unenforceable provision(s) by valid and enforceable provision(s) implementing the intentions of the Parties.