

## GENERAL TERMS AND CONDITIONS FOR SHIPPERS

### 1 Applicability

- 1.1 These General Terms and Conditions (hereinafter, “**Terms**”) shall exclusively apply to the legal relationship between the Shipper 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 Shipper 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 Shipper agrees to fully comply with and be bound by these Terms each time using the Service. Therefore, after having accepted these Terms, the Shipper 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 Shipper 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 Shipper 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 Carriers on the Service can book, 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 based on the Contract.

### **3 Warranties of the Shipper**

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

- i) the Shipper 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 Shipper is truthful and accurate;
- iii) the Shipper 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 Shipper acknowledges that the Service Provider is not required to independently verify the same when only acting as an intermediary allowing Shippers to connect with Carriers through the Service by announcing Loads for transportation;
- v) no Goods and/or Load(s) announced by the Shipper on the Service may cause any hazard to people or other goods shipped, or to the vehicles, equipment or means of transport used by the Carrier, possible sub-carriers or any other third parties;
- vi) the Shipper does not use the Service for announcing any Loads containing Goods of an illegal nature or for other purposes incompatible with honor and good faith;

- vii) the Shipper's use of the Service does not violate any applicable law or regulation.

#### **4 Registration and management of the Shipper's account**

- 4.1 The Shipper can create an account ("**Administration Account**") for the usage of the Service by registering to the Service. The registration of the Shipper's account on the Service is subject to the Shipper always satisfying the Terms as set forth in section 1.3 of these Terms.
- 4.2 The Shipper has the right to create accounts subordinated to the Administration Account ("**Sub-Accounts**") allowing the Shipper to manage the announcement of the Loads and possible bookings of the Loads made by Carriers 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 Loads and/or Goods and their nature provided by the Shipper is untrue, inaccurate, outdated or incomplete, the Service Provider reserves the right to terminate the Shipper'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 Shipper is solely responsible for maintaining the confidentiality of the Shipper's username and password and for all activities carried out through the Service under the Shipper'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 Shipper'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 Shipper any minimum number of Loads to be transported through the Service, as the Carriers are 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 Shipper acknowledges that the Service Provider does not own any vehicles of its own and/or offer any personnel for the performance of the carriage. The Service Provider's role is solely restricted to providing the Service for the usage of the Carriers and the Shippers registered.

#### **6 Announcing Loads through the Service**

- 6.1 The Shipper can announce its Loads needing transportation through the Service. The Shipper is responsible for that the Load is ready to be picked up by the Carrier at the

announced loading date and for thereby ensuring that only actually available Loads are announced and listed to the Service.

- 6.2 The Carrier can book Loads announced to the Service by the Shipper for transportation. Booking Loads is free of charge for the Carrier, who, however, is obliged to pay a cancellation fee for cancelling Loads already booked through the Service. The cancellation fee is collected by the Service Provider and does not require any activity from the side of the Shipper. The cancellation fee collected from Carriers is wholly or partially used, depending on the amount of the cancellation fee applicable and collected from time to time, by the Service Provider to reduce the Freight Payable in connection with re-announcing the Load on the Service with the purpose of finding swiftly a new Carrier for a replacement transport.
- 6.3 The Shipper can withdraw Loads announced to the Service at any given time. Withdrawal of a Load is possible also when a Carrier has already booked the Load in question, however observing, that such withdrawal may trigger the Shipper's obligation to pay a cancellation fee as set forth in section 6.4 – 6.5 below.
- 6.4 Should a Load already booked by a Carrier be withdrawn by the Shipper, the Shipper is always obliged to pay the Service Fee valid at the time of the cancellation / withdrawal irrespective of how many days prior to the intended loading date the Shipper decides to withdraw the Load from the Service.
- 6.5 Should a Load already booked by a Carrier be withdrawn by the Shipper more than twenty-four (24) hours prior to the intended loading date provided by the Shipper, no other cancellation fees than the Service Fee pursuant to section 6.4 above shall be collected from the Shipper. Should a Load already booked by a Carrier be withdrawn by the Shipper less than twenty-four (24) prior to the intended loading date provided by the Shipper, the Shipper is obliged to pay a cancellation fee corresponding to a hundred (100) percent of the Freight Payable along with the Service Fee. The cancellation fee will be collected by the Service Provider as provided in section 10 herein below.
- 6.6 The Shipper and the Carrier 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 purpose of collecting cancellation fees is to encourage both Shippers and Carriers on the platform to de facto contract for carriages.

## **7 The contract of carriage**

- 7.1 The Shipper and the Carrier 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 Carrier is responsible for the loss, reduction and damage to the Goods between the period of receipt for transportation and delivery, in accordance with applicable legislation. As the Carrier's liability is traditionally limited in legislation concerning carriage of goods by road and as the Carrier and Shipper are solely

responsible for the actual transportation operation, it is advisable for the Shipper to consider the need to take insurance coverage for the transport operations conducted. The Service Fee and the Freight payable collected from the Shipper will automatically be collected through the Service, and the Shipper and the Carrier are responsible for solving possible issues arising from or during the transportation of the Load(s) between each other.

## **8 Liability of the Shipper**

- 8.1 The Shipper's liability based on and in relation to the 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 Shipper 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 particulars concerning the Loads and/or Goods to be transported, information and documents relating to the needed transport assignment are incorrect, unclear or incomplete;
  - b) the Goods are incorrectly packed, marked or declared, or incorrectly loaded, stowed or secured by the Shipper or another party acting on his behalf;
  - c) the goods have such harmful properties as could not reasonably be foreseen by the Service Provider;
  - d) the Shipper is in any other way in breach of the contract of carriage and/or legislation applicable to the transport operation in question;
  - e) 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
  - f) 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.
- 8.3 The Shipper 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 Shipper 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 Shipper 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 Shipper 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 Shipper 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 Shipper acknowledges that the Carriers 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 and other details provided. The Service Provider shall not have any liability for the Carrier's business or the transportation of the Load performed by the Carrier including, but not limited to, the roadworthiness of the Carrier's own or third-party vehicles and/or equipment, the driving personnel, official permissions needed and the Carrier's compliance with applicable law and legislation. Therefore, the Carriers booking Loads of the Shipper are solely responsible for their activities and for carrying out the transportation operation in a suitable and safe manner for the particular Load in question.
- 9.4 The Service Provider is not liable for acts or omissions of third parties performing the transport, such as Carriers or their sub-carriers, loading, unloading, delivery, clearance, storage, collection or other services related to the transport to be carried out under the contract of carriage entered into between the Shipper and the Carrier.

## **10 Service Provider's Service Fee and payment terms**

- 10.1 Registering to the Service and listing the Loads needing transportation from time to time on to the Service is free of charge subject to the provisions set forth in section 6 above. The Shipper 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 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 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 available through the Service. The Service Fee is, unless otherwise separately agreed upon prior in writing between the Shipper 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 at the Service is shown in connection with listing the Load and the Freight Payable.

- 10.4 The Service Fee payable according to section 10.3 above shall be paid by the Shipper to the Service Provider in connection with paying Freight Payable for the agreed transport in question as tendered by the Shipper and accepted by the Carrier. Therefore, the Shipper shall pay to the Service Provider the Freight Payable added with the amount of the Service Fee for each Actualized Transport.
- 10.5 The Service Provider undertakes to forward the Freight Payable reduced with the amount of the Service Fee to the Carrier on the payment terms separately agreed upon between the Carrier and the Service Provider.
- 10.6 The Service Provider gathers all the Shipper's Actualized Transports in cycles of one (1) calendar month (tracking month) for invoicing. The invoices for each calendar month are sent to the Shipper the 14. day of the following calendar month or the following Business Day. Should the Shipper have withdrawn Loads from the Service during the tracking month mentioned herein, the Service Fees and possible additional cancellation fees (the Freight Payable) for such Loads will be invoiced accordingly during the following calendar month.
- 10.7 The invoices from the Service Provider are due for payment fourteen (14) Business Days after the invoice has been issued (invoice date). The Service Provider does not grant any price reductions (discounts or rebates) to the Service Fee unless the Parties have expressly agreed otherwise in writing.
- 10.8 Interest for late payment 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.
- 10.9 In case of late payment, the Service Provider has the right to refuse the Shipper the use of the Service until all invoices are duly and fully paid.

## **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 Shipper and the Service Provider is valid until further notice. The Shipper 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 Shipper 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 Shipper and a Carrier or other contractual relationships between the Shipper and the Carrier. Should the Shipper have Loads announced and/or booked through the Service during the time of termination of the Contract, the rules on withdrawing the 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 Shipper has not performed its obligations according to the Contract and/or the Shipper has committed a material breach of any provision of these Terms;
  - b) the Shipper does not accept amendments and/or modification made to these Terms as defined in section 13.2;
  - c) the Shipper 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 Shipper'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.
- 12.4 Upon the termination of the Contract according to section 11.1 or 11.3 above, the Service Provider reserves the right to immediately invoice any and all outstanding Commissions for the Actualized Transports in accordance with the payment terms set forth in sections 9.7 – 9.8 above.
- 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 Shipper not be satisfied with the modifications, the Shipper must restrain from using the Service. The use of the Service after having had the opportunity to familiarize and accept the changes/modifications to the Terms will imply the full acceptance of the changes by the Shipper.
- 14 Governing Law and Dispute Resolution**
- 14.1 These Terms, the Contract as well as the business relationship between the Shipper 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 Shipper and the Service Provider or the breach, termination or validity thereof shall be finally settled at 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.