

## TRANSPORT ORDER APPENDIX — ESSENTIAL CARRIER TERMS

*Extract of the MB "Vortway" Standard Transportation Terms and Conditions for Carriers, version 3.1. This appendix is issued with, and forms part of, the Transport Order to which it is attached.*

**Governed by the CMR Convention (Geneva 1956) for international road carriage and by the MB "Vortway" Carrier T&C v3.1. By accepting this Transport Order, by accepting it on the Company's portal or freight exchange, or by commencing loading, the Carrier agrees to the clauses below and to the full Terms in their entirety:**

- **Own vehicle only, no re-freighting** — Own vehicle and driver only. Subcontracting, re-selling or posting this order on an exchange without our written consent cancels it unpaid, plus a penalty of one full freight (min EUR 1,500, max EUR 5,000). No trailer swap or trans-loading.
- **CMR insurance before loading** — Valid CMR cover of at least EUR 250,000 per event (EUR 500,000 if this order says high value), covering theft from unattended parking, cabotage and temperature deviation. Proof before loading, else EUR 300.
- **CMR liability** — Loss, damage or delay from take-over to delivery: 8.33 SDR/kg (CMR Art. 23); full invoice value for wilful misconduct or equivalent (Art. 29). Insurance limits do not cap it.
- **Vehicle & equipment** — Clean, dry, odourless, roadworthy vehicle of the ordered type; Euro 5+; Code XL if ordered; 30 belts, 24 edge protectors, anti-slip mats, TIR cable; reefer: ATP pre-cooled, 4 bars, thermometer, MULTILOCK lock. Driver PPE mandatory, else EUR 150.
- **Loading, securing & reservations** — Check condition, count and marks, attend loading and unloading, and enter justified reservations on the CMR Note (Art. 8) with photographs.
- **Waiting, demurrage & delay** — No time in the order means 09:00 local. Free: 24h per loading, 24h per unloading in the EU, 72h outside; then EUR 25/h (reefer 35), max EUR 150/day and EUR 450/shipment — only on written notice within 1h plus waiting sheet and GPS log within 3 days. Your delay: EUR 35/h, max EUR 350/day.
- **GPS tracking & reporting** — Telematics active throughout; position and ETA at least twice daily; answer a position enquiry within 1 hour; report any delay or incident within 2 hours. After a warning, EUR 20 per missed report; EUR 300 for falsified data.
- **Security & parking** — Secured, attended, fenced and lit parking for every rest over 45 min and every overnight; never leave a loaded vehicle unattended. UK/IE: no stop within 300 km of Calais except secured paid parking; clandestine-entrant penalties are yours.
- **Deliver as instructed; no cargo lien** — Deliver only to the named consignee and place; release to anyone else means liability as for total loss. You irrevocably waive every lien: never hold cargo over a payment dispute. EUR 5,000 per event.
- **Neutrality & non-solicitation** — Never disclose our rate or let a document showing it reach the shipper or consignee. For 12 months do not approach or carry for any party first met through our order if that circumvents us: EUR 10,000 for an approach, EUR 20,000 for carrying.
- **Documents, payment & eFTI** — Send us the export/transit declaration at loading. CMR scan in 1 business day; clean original in 7 business days, or the e-CMR. Payment 45 days from the clean set, 14 days at 3%. Late original EUR 50, lost EUR 150, falsified EUR 10,000. eFTI from 9 Jul 2027.
- **Bank details** — We pay only the account in your onboarding record. A change needs a signed letter plus our phone confirmation; e-mail or invoice notice is not valid, and payment to the old account discharges us.
- **EU compliance** — Community licence; driving-time, rest and tachograph rules; driver posting (Dir. 2020/1057) with IMI and A1; lawful cabotage (3 in 7, 4-day cooling-off); 8-week vehicle return. You indemnify us in full.
- **Set-off & no assignment** — Any penalty, claim or charge you owe us may be set off against any sum due to you, on any order and across our group; this binds any factor or assignee. No assignment or factoring

without our consent.

- **Law, jurisdiction & data** — Lithuanian law with mandatory CMR; subject to CMR Art. 31, exclusive jurisdiction of the courts of Lithuania in Kaunas. Independent controllers for driver, contact and position data (GDPR).

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**Vortway's full Terms & Conditions at [www.vortway.lt](https://www.vortway.lt) govern everything not detailed here.**

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