

Efret Alliance Carrier Terms and Conditions

Efret has developed a unique pan-European Alliance with EU carriers built on trust and flexibility reinforced by e-commerce dexterity, financial strength and investment in latest technology and equipment. The Efret Alliance between us and other like-minded stakeholders is - the vital link - dedicated to excellence.

The fundamentals of this novel Alliance are summarised in these reciprocal commitments:

- Strong finances underwriting the ability to take risks over long term aims.
- Focus on customers' needs with the emphasis on can-do first and discuss later.
- Communications should be polite, clear, concise, informative and factual.
- Modern fleet with GPS tracking and POD scanner available 24/7.
- Operational contacts truly available 24/7 and over festivities.
- Respect each-others priorities via non-disclosure non-circumventing terms.
- Discipline in applying a commonly agreed Standard Operating Procedure.
- Favorable payment terms and simplified administration via self-billing system.

Commercial Terms

Subject to CMR Terms by statute for international traffic, and to RHA 2009 Terms by contract for UK domestic.

- 1) **Terms are valid from the time you receive Efret Confirmation Order.** This "CO" is sent by e-mail. Unless otherwise notified in writing within 30 minutes, we will assume you received and accepted this job.
- 2) **Confirmation Order is the contractual agreement on a specific transport.** We have agreed details such as loading and delivery dates & times, vehicle type and condition, special instructions and price. Carrier must demonstrate valid CMR Insurance for the actual vehicle used on the day.
- 3) **Agreed transport price is paid 45 days end of the month from delivery date by bank transfer.** Our system being completely electronic, it is important that any changes to bank details (IBAN, BIC codes) are notified in writing under separate cover from freight invoice and signed by a Director. We can accept electronic invoices too. Efret Confirmation Order number must appear on your invoice to facilitate reconciliation.
- 4) **Confirmation Order can be cancelled by Efret on same day of loading before 09:00am CET in writing by e-mail or fax.** Efret will do everything possible to compensate the Carrier with an alternative load. Both parties must do everything to avoid any cancellation.
- 5) **Late loading or delivery can happen but not communicating any known delay is not acceptable.** Carrier is responsible for informing Efret about any delay in transit as soon as possible. Efret Freight Managers are available 24/7, <https://www.europeantransportation.com/team>.
- 6) **Waiting time/demurrage:** Waiting time at loading / delivery site will be paid by Efret only if the vehicle

arrived on time per Confirmation Order. Efret will always inform carrier if there are any problems. Efret will always do the best to get the situation sorted as soon as possible.

- 7) **Rerouting:** If vehicle must be rerouted after loading for any reason, Efret and Carrier need to agree on the delivery date and time, and on the price. Efret is trying to avoid any rerouting, but if it must happen, we will do our best to undertake the necessary changes professionally for both parties.

Services, Performance Standards and reports.

8) Performance Standards.

Efret has designed and implemented program measuring performance to statistically determine variability in delivery quality, shipment integrity, transit time, loss/damage history, invoice accuracy and speed in communicating shipment data and status. For continuous improvement along such benchmarks, Efret and Alliance Carriers will meet periodically to review strategies and timelines for continuous improvement with the joint goal of reducing variability in Carrier performance and to meet or exceed the target Services Levels specified below.

9) Reports and Electronic Communications.

Efret can supply a monthly electronic performance report - EPR - incorporating the following:

Alliance Carrier's performance against the Key Performance Indicator above ("KPI") shall be measured across from time to time necessary Measurement Periods. Alliance Carrier's obligation for each Key Performance Indicator is to achieve at least the Minimum Service Level agreed in the table for each Measurement Period. For the purposes of the Measurement Periods and Reporting Periods (i) a week shall be each Sunday to Saturday, (ii) a month shall be each calendar month, and (iii) a quarter shall be each period of January to March, April to June, July to September and October to December.

Furthermore, the report can include root-cause for any delay, responsibility (Carrier / Customer, other...), comments, collecting point, and delivery point. The monthly report can be sent to Carrier via email showing number of shipments completed by lane and number of failures and who these are attributable to. Daily pre-alert will be required to be sent via email advising about pick-up, delivery delays or any incidents impacting the scheduled collections or deliveries where exceeding 30 minutes. Alliance Carrier will dedicate resources to measuring and improving performance.

10) Consignments Delivered on time.

Consignments will be deemed to have been delivered on time if the goods have been loaded onto the vehicle and left at the planned departure time, and the vehicle has arrived at the delivery point at the scheduled delivery time specified.

If Alliance Carrier falls below the agreed Minimum Service Level for Consignments Delivered on Time: Alliance Carrier will submit a detailed recovery plan to Efret in writing within 7 days and will recover performance to achieve at least the Minimum Service Level by the end of the next Measurement Period. If the carrier will not recover performance to achieve at least the Minimum Service Level by the end of the next Measurement Period, Efret is allowed to terminate this agreement, giving the other party a 1 month written notice.

11) Performance Measurement.

To the extent that delays or failures (not controllable delays) to meet the KPI are caused by the following events (provided not caused by or contributed to by the Alliance Carrier) they shall not be counted as delays for purposes of performance measurement KPI under Exhibit B above:

- a. Adverse Weather Conditions
- b. Customer Planning Issues
- c. Eurotunnel / Ferry Delays
- d. Local Authority Spot Checks
- e. National Holidays
- f. No Goods CMR
- g. Road Accidents
- h. Strikes of third party (excluding your own staff)
- i. Technical Issues
- j. Traffic Jams
- k. Traffic Restrictions Imposed

12) Rate Reviews.

In the event of cost increases caused by governmental or other official measures (like for example road taxes, emission taxes, tolls and alike), to such an extent that the provision of the Services would cause Alliance Carrier to suffer a material financial loss, Carrier shall notify Efret in written and Efret will agree to discuss with Alliance Carrier the possible payment of a surcharge in addition to the rates in force at that time.

Alain Jestin

chief executive officer