

FRAMEWORK AGREEMENT TRANSPORT

BETWEEN: TRANS EUROPE EXPRESS BV
with registered office at Evenbroekveld 1, 9420 Erpe-Mere, BELGIUM
VAT-number: BE 0428.758.509

- hereafter referred to as the client -

in this respect legally represented by TOM TACK

AND

TRANSWELLMAX SRL
with registered office at JUD. IASI, SAT BREAZU COM. REDIU,
SOS. COPACULUI, Nr. 291, Camera 4, Et 1
VAT-number : RO 45071869

- hereafter referred to as the carrier -

in this respect legally represented by Bixicevski Marian

Was agreed upon as follows:

Preamble

In this agreement, the carrier undertakes to transport goods by road by means of vehicles by order of the client and against remuneration.

This transport can occur either by ordinary transport (where transportation is done with own vehicles), or by so-called traction transport, where the carrier performs the transport with its own towing equipment and trailers/chassis of the client. The parties point out that so-called traction transport indeed pertains to an independent and authorized activity in accordance with art. 2.1 of regulation 1071/2009 and 2.1 of regulation 1072/2009.

The carrier hereby confirms to be a holder of a transport permit of community transport under no. Nr. 0219428 as well as a copy of the permit issued for each of the vehicles in which it will perform the individual transport contracts. It undertakes to communicate any changes in this respect to the client immediately by registered mail.

The carrier also declares to be able to have the other necessary licenses, authorizations, verifications, inspections or certificates that are required by law, or that are otherwise necessary for transporting, at his disposal at all times.

The carrier must also take note of the various provisions that further regulate the profession and the exercise of the transport of goods by road at a remuneration, including, but obviously not exclusively, the regulations on driving and rest periods, overloading, load securement, the highway code, the provisions of the technical regulations of vehicles, including its registration; this throughout the European Union.

Specifically with regard to cabotage, the carrier takes note of the restrictive provisions in this area as they appear from Regulation 1071/2009. The carrier will not accept or carry out any transport orders insofar as he knows or should have known that the cabotage restrictions would be compromised. The carrier will warn the client if the execution of a given transport order could lead to a cabotage infringement, so that the client can approach another carrier to carry out the transport if necessary.

The carrier must take note of the fact that the client can implement checks regarding the compliance of the abovementioned provisions at any time and the existence and validity of the remaining permits, authorizations, verifications, inspections, certificates, driver's licenses, medical examinations, attestations ...

The carrier also declares explicitly and formally that it will always comply with all of the abovementioned provisions, whereby it acknowledges that any breach in this respect, whether it has been established by the client or by public authorities on the other hand, constitutes a serious breach of contract that could justify the termination of the agreement.

Waiting hours can only be charged by the carrier after written notification to the contact person with the client and after his/her prior written consent and this at a maximum rate of EUR 30,00/hour.

All rates and amounts referred to in this Framework Agreement and its annexes are exclusive of VAT.

The carrier, as an independent contractor, is obliged to pay all compulsory social security contributions, taxes and VAT on the sums paid to the carrier, as well as all contributions, taxes and duties payable in respect of the employment of its personnel or appointed person; he will indemnify the client of all claims that would be brought out against the client for that reason.

The carrier declares that it is registered for VAT in this context under
VAT number RO 45071869

VI. **INVOICING & CONDITIONS OF PAYMENT**

The remuneration, subject to the previous article, will be invoiced weekly by the carrier to the client.

The invoices of the carrier must be paid within 30 days end of month.

The carrier once again hereby explicitly waives all eventual current or future general invoice-, transport- or payment conditions appearing on documents, including invoices that are sent to the client, which can therefore not be considered to have been accepted by the client in any case whatsoever.

Parties explicitly agree that all outstanding receivables, which the client would have on the carrier, will be compensated with eventual outstanding and payable invoices of the carrier and this without any prior notice.

The carrier acknowledges that the client can have the price of the transports examined by an independent third party twice a year. The carrier will provide the necessary cooperation and provide all relevant documents.

If the carrier does not send the documents within 7 days after sending the registered letter, the client can terminate the agreement immediately and without compensation. In addition to the above obligation, the client reserves the right to request the documents described above at any time. If the carrier does not send the documents within 7 days after such request, the client can terminate the agreement immediately and without compensation.

XV. **APPLICABLE LAW AND COMPETENT COURT**

This agreement is subject to Belgian Law and all disputes between the parties relating to this agreement can be settled by the Courts of the judicial district where the registered office of the client is located, without prejudice to the international jurisdiction of the Courts mentioned in the CMR Convention.

Thus drawn up in Romania Iasi (place) on 20/05/2022 (date)
in as many copies as there are parties, of which each party acknowledges to have received one.

The client

The carrier



TOM TACK



(signature)

(name)

Biricevski Maxim