

## General Conditions Customer

These General Terms and Conditions for Customers (“**General Conditions**”) outline the terms and conditions upon which Transportr Ltd (hereinafter “Transportr”, “us”, “our” or “we”) will provide electronic services to the customers (hereinafter “Customer” or “you”) These General Conditions will come into effect once you accept General Conditions through our Platform, open an Account on the Platform, or sign any agreement with Transportr. Hereinafter Transportr and Customer may individually be referred to as a “party” and collectively as the “parties”.

### 1. INTERPRETATION

The following terms shall have the following meaning:

- 1.1 Account** means the online account that the Customer will open on the Platform to submit a request for Transportation Services to the respective Supplier.
- 1.2 Proof of Delivery** is when the Supplier has completed the Transportation Services, and in support of such, submits onto the Platform, supporting documents including but not limited to confirmation and proof of delivery of the Goods along with any other requested documents confirming the delivery of the Goods (“**POD**”).
- 1.3 Completed Services** are all concluded Transportation Services for which the Supplier has duly submitted the POD onto the Platform.
- 1.4 Customer** means your duly licensed and operational company, which expression includes your employees, agents and/or subcontractors.
- 1.5 Effective Date** means the date when the Customer accepts these General Conditions by registering on the Platform.
- 1.6 General Conditions for Customers** are these terms and conditions. Transportr may update these General Conditions from time to time and will notify you via the Platform. The contractual relationship between you and Transportr will continue to exist under updated terms and conditions, unless you raise an objection to the change within a week from receiving the notification.
- 1.7 Goods** are any legal specification of merchandise or material, that the Customer desires to transport by using the Transportation Services.
- 1.8 Invoices** shall mean all invoices issued from Transportr to Customer for all Completed Services, which will include, but not limited to any charges incurred by the Supplier and/or Transportr (whichever applicable) during the provision of the Transportation Services, including but not limited to, custom duties and import vat, cancellation fees, taxes, border charges, waiting time and any other charges incurred on behalf of the Customer or as further described under the Supplier’s Terms of Service (if any).
- 1.9 Platform** means the electronic network or technology platform provided by Transportr and available through an application and at the internet URL [www.transportr.com](http://www.transportr.com) , offering a secure digital meeting place for the Customer and the Supplier to conduct business.
- 1.10 Relevant Information** is all information required by Transportr for the implementation of these General Conditions.
- 1.11 Restricted Material** means all illegal and/or unauthorized material including but not limited to weapons, explosives, infectious substances etc.
- 1.12 Services** are all the electronic services provided by Transportr by means of information and communication tools, to you, through the Platform.
- 1.13 Subcontractors** are all agents, subcontractors, or third party engaged or contracted with to perform or assist the Supplier in the performance of the Transportation Services.

**1.14 Supplier** is the duly licensed and registered third party that will make available the Transportation Services through the Platform, for your demand.

**1.15 Supplier Bid** means the rates offered by the Supplier to the Customer for Transportation Services via the Platform, in addition to the Supplier's Terms of Service (if any) which may govern the Transportation Services provided by the Supplier.

**1.16 Supplier's Fee** is the fee that the Customer undertakes to pay Transportr against all Completed Services rendered by the Supplier, which will include service charges for the Transportation Services in addition to any other charges incurred by the Supplier or Transportr (whichever is applicable) during the provision of the Transportation Services, including but not limited to, custom duties, import vat, cancellation charges, taxes, border charges, waiting time and any other agreed charges with the Customer.

**1.17 Supplier's Terms of Service** are the Supplier's terms and conditions (if any) which will govern all the Transportation Services provided by the Supplier, and which are incorporated in the Supplier's Bid or provided or notified by the Supplier to the Customer through the Platform. In the event of any contradiction between the Supplier's Terms of Service and these General Conditions for the Customer and the General Conditions for the Supplier, the latter two will prevail.

**1.18 Transportation Contract** means the separate contract containing the Supplier's Terms of Service which will be formed when the Customer accepts the Supplier's Bid through the Platform for the Transportation Services.

**1.19 Transportr's Service Fee** is the amount, that Transportr is entitled to receive from the Supplier and Customer against the services rendered through the Platform.

**1.20 Territory** means the United Arab Emirates.

**1.21 Transportr Ltd** is our duly registered limited liability company.

**1.22 Transportation Services** are the transportation services provided by the Supplier to the Customer,

through the Platform in accordance with the General Conditions for the Supplier and the Supplier's Term of Service (if any) which will include all operational aspects of the services performed by the Supplier.

**1.23 Trademark** means any word, name, logo, symbol, design or any combination thereof affixed with either party which shall remain the sole property of that party and will under no circumstances be adopted by the other party or their representatives.

**1.24 Vehicles** means the transportation trucks, heavy goods vehicles, lorries, machinery etc. which are in a good operating condition, capable of performing the functions for which they are designed.

## **2. BIDDING AND TRANSPORTATION CONTRACT**

**2.1** Supplier shall place its bid on the Platform for the Transportation Services in response to a request by a Customer, and the Customer will have the right to select the bid to retain the Transportation Services of the respective Supplier.

**2.2** When you select, via the Platform, a Supplier to provide Transportation Services based on that Supplier's Bid, you agree and acknowledge that a separate Transportation Contract shall be formed between you and the Supplier for each accepted transaction. Each Transportation Contract will incorporate the Supplier's Terms of Service (if any) which, together with the General Conditions for the Supplier, will govern the Transportation Services initiated or requested through the Platform.

**2.3** The Supplier is under no obligation to place an offer, or a Supplier's Bid for any transaction or service requested by Customer or by Transportr on the Platform. The Supplier may place a Bid on the Platform at its entire discretion.

**2.4** Customer is under no obligation to request or to accept a Supplier Bid. Customer is free to accept any Supplier Bid, at its entire discretion.

**2.5** The Supplier's Terms of Service (if any), strictly as provided by the Supplier, will be uploaded by the Supplier along with the Suppliers Bid and will be presented to the Customers for each transaction they accept via the Platform.

**2.6** Transportr may advise the Customer which Supplier it should choose, based on any factors Transportr considers to be relevant.

### **3. PLATFORM SERVICES**

#### **3.1 Access to Platform**

- a. Customer will have access to the Platform by registering and maintaining an online Account by inserting its correct and accurate details required on the Platform. Customer shall be liable for all use of its Account and shall immediately inform Transportr if it suspects that its Account has been hacked or is being misused by a third party.
- b. The Customer undertakes to use the Platform and Account within the field of use as provided under the General Conditions. The Customer undertakes not to, nor permit, cause, or authorize any other person or entity to re-engineer, reverse engineer, decompile, create or re-create the software of the Platform. Transportr owns all technology developed by or on its behalf.
- c. The Platform, including the General Conditions may be updated or modified by Transportr at its discretion from time to time. The Platform information layout or any other data pertaining to the use of the Platform are subject to change without notice.

#### **3.2 Registration on The Platform**

- a. The proper registration by the Customer of an activated Account on the Platform shall be a mandatory requirement and condition for the use of the Platform.
- b. To register, the Customer must fill in the registration form made available on the Platform. The Customer shall specify the complete data truthfully on the registration form and always keep the information up to date. The Customer must notify Transportr of any changes.
- c. Transportr will confirm receipt of the Customer's form by sending a registration confirmation via email. The registration confirmation shall solely constitute confirmation to the Customer on

receipt of the registration form. Should Transportr accept the Customer's registration, Transportr will send an activation confirmation to the Customer.

- d. 3.2.4. The Customer shall choose a secure password after the successful activation of its Account. The Customer undertakes to keep secret its password and any other details relating to the use of the Platform in order to carefully secure access to its Account.
- e. 3.2.5. The Account may not be transferred to a third party without the explicit consent of Transportr.

#### **3.3 Use of The Platform Functionalities**

- a. Transportr shall provide the Customer with functions and tools on the Platform to permit it to place requests for Supplier Bids, to conclude Transportation Contracts and for all communication regarding the Transportation Services (e.g. communication of arrival times).
- b. The Customer shall only use the functions and tools provided by the Platform for the aforesaid communication unless another form of communication is explicitly indicated herein or unless it is technically impossible to do so.

#### **3.4 License**

- a. Transportr grants the Customer a nonexclusive license, restricted to the term of the General Conditions, to personally use the Platform web frontend and related mobile applications and to use the API interface (including all updates, upgrades, new versions and replacement software) in accordance with the relevant applicable license documentation. Upon request, Transportr provides the Customer with the license documentation. The Customer shall not lease, confer or provide in any other way the above rights of use to a third party.
- b. In consideration of granting and maintaining this license, Transportr shall be entitled to Transportr's Service Fee which shall be calculated and paid in accordance with the General Conditions.

- c. The Customer shall not be entitled without explicit prior written consent to use, exploit or modify the “Transportr” trademark (words and images).
- d. The Customer itself shall be responsible for archiving on its own storage medium the information which can be viewed on the Platform that the Supplier requires for the purposes of performing the Transportation Contract, securing evidence, accounting, etc. The Customer agrees that Transportr may save any information shown on the Platform but is not obliged to do so.

### 3.5 System Integrity

- a. The Customer shall be prohibited from using mechanisms, software or other scripts in conjunction with the use of the Platform that may negatively impact or disrupt the functions of the Platform.
- b. The Customer shall be prohibited from taking measures that may result in an unreasonable or excessive load on the Platform, or on the technical infrastructure associated with it.
- c. The Customer shall be prohibited from blocking the content generated by the Platform, overwriting it, modifying it or tampering with it in any other way which may have an adverse effect on the content or functions of the Platform.
- d. Except as permitted under these General Conditions, the content stored on the Platform may not be copied nor distributed, nor used or reproduced in any other way without the prior consent of the legal owner. This shall also apply to copying using “robot/crawler” search engine technologies or using other automated mechanisms.

## 4. CUSTOMER’S OBLIGATIONS

- 4.1** Throughout the validity of these General Conditions, the Customer warrants that it shall comply with all obligations set out herein, including, without limitation, the Customer’s obligation to:
- a. Timely effect all payments in full to Transportr in accordance with clause 7 of these General Conditions;

- b. Provide acceptance of the Completed Services on the Platform, no later than 1 business day after which the Supplier has uploaded the POD. In the event that the Customer has any objection to the POD, it will raise it no later than 1 business day to Transportr, after which, Transportr may at its sole discretion, deem it as a Completed Service for the purposes of these General Conditions.
- c. Not engage in the use of Restricted Material.
- d. Provide truthful, accurate and complete information to the Shipper, via the Platform, relating to all details required by the Supplier to perform and conclude the Transportation Services.
- e. To sign any Transportation Contract, if requested by the Supplier and or Transportr.

## 5. CUSTOMERS REPRESENTATION AND WARRANTIES.

Customer hereby warrants, represents, and undertakes that it shall fully perform and observe its obligations in the General Conditions as follows:

- 5.1 Authority.** The Customer has the power and authority to accept these General Conditions and to exercise its rights and perform its obligations under the General Conditions.
- 5.2 License and Insurance.** The Customer is lawfully authorized to conduct business in the Territory. The Customer carries all licenses, insurances, permits, certificates and approvals that are necessary for the Goods it wishes to transport by using the Transportation Services, by the relevant authorities of the Territory. Upon Transportr’s request, the Customer agrees to provide a copy of any insurances and documents related thereto.
- 5.3 Illegal Activity.** The Customer warrants that it shall not be involved in any illegal, restricted activity or engage in any illicit practice such as but not limited to smuggling or trafficking. It shall strictly not use the Transportation Services for the purpose of transporting any Restricted Material. The Customer warrants that it shall at no time during the term of its contractual relationship with Transportr and thereafter engage in any type of conduct that is intended to directly or indirectly harm or defame Transportr’s reputation.

**5.4 Conditions of Goods.** The Customer warrants that all Goods that it wishes to be transported by using the Transportation Services are legal, authorized, safe and insured. The Customer further agrees that it shall not engage in the use of Restricted Material.

**5.5 Customers Personnel.** Customer warrants that all its' employees and personnel shall conduct all activities in a professional and co-operative manner and shall at all times comply with all laws, regulations and ethical standards in all aspects of their duty under the General Conditions.

**5.6 Designated Contact Peron.** Without limiting the obligations of the parties hereto with respect to enquires, requests and or consents in relation to the Transportation Services or other commercial matters, the Customer shall designate a contact person, via the Platform, with whom representatives of Transportr or Supplier may communicate regarding any queries or problems or other matters that they may have with respect to the above.

## **6. TRANSPORTR'S OBLIGATIONS**

**6.1** Throughout the Term of the General Conditions, Transportr states and undertakes to:

- a. provide access to the Customer in order to use the Platform in accordance with Clause 3 of these General Conditions.
- b. ensure the Customer has access to the Supplier's Terms of Service (if any) via the Platform to accept before participating in the Transportation Services.
- c. upon acceptance of the Transportation Contract, provide a confirmation to the Supplier of the Customer's acceptance of the Supplier's Bid and the Supplier's Terms and Conditions (if any), through the Platform.
- d. provide the Platform with reasonable care, skill and diligence in accordance with best practice in Transportr's industry, profession or trade; and that the Platform will be free from inherent defects or failures and fit for purpose as intended by the General Conditions.
- e. continues to possess all requisite certificates, licenses, authorizations and permits to enable it to

provide the Platform and grant the license to the Customer to use it.

f. ensure that its personnel have the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, supplying the Platform.

g. ensure that the content and usage of the Platform is accurate and provides safe access to the Customer.

## **7. PRICES & PAYMENT**

**7.1** Transportr will issue tax Invoice(s) to the Customer for all Completed Services, through the Platform, along with supporting documents (if any).

**7.2** The Customer undertakes to pay the Invoice amount in full and without any deductions within 45 days from the date the Invoice is uploaded onto the Customer's Account on the Platform.

**7.3** All payments will be made in UAE dirhams by direct bank transfer into Transportr's bank account details as published on the Platform.

**7.4** Transportr reserves the right, at its sole discretion, to apply charges for the use of the Platform.

**7.5** If there is any discrepancy or dispute relating to the Invoice the Customer should notify Transportr in writing of the dispute within seven (7) days from the date on which the Invoice is uploaded on the Platform.

**7.6** All rates, fees and/or payments referred to on the Platform are exclusive of direct, indirect, local, sales tax, goods and/or services tax, and value added tax (VAT), and any other fee imposed by any government or other authority, as may be applicable to the Transportation Services from time to time.

**7.7** Any VAT, sales and/or services tax, or other tax imposed in accordance with the respective tax law, or other applicable law or regulation will be charged to the Customer at the prevailing rate, and will be paid by the Customer to Transportr in addition to the Supplier's Fee in accordance with the payment in these General Conditions for Customer.

- 7.8** Transportr will issue a tax Invoice and/or other relevant documents to the Customer according to local tax regulations. All payments by the Customer for the Transportation Services will be made free and clear of, and without reduction for, any withholding tax. In the event withholding tax is deductible by law, then the Customer will notify Transportr prior to deducting withholding taxes and will provide Transportr, within thirty (30) days, official receipts issued by the taxing authority or such other evidence reasonably requested by Transportr to establish payment of such taxes.
- 7.9** Each party shall be solely responsible for their own taxes including payment and own filing obligations in accordance with the local Laws related to the income, without any liability to the other party.
- 7.10** Customer will be responsible for payment of any custom duties applicable on the shipments (“Custom Duties”), and/or import VAT applicable on cost of Goods, including insurance, freight, incidental charges related to transportation, and on Custom Duties (“Import VAT”). In the event the Supplier or Transportr pays, on behalf of the Customer, any Custom Duties and/or Import VAT, then Customer will be responsible to reimburse the Transportr for such Custom Duties and/or Import VAT within three (3) days from the time such are uploaded onto the website. This clause will also apply to any shipments returned to the Customer for any reason (undeliverable or not accepted by consignee).
- 7.11** In the event the Customer fails to effect payment of an Invoice in accordance with these General Conditions, then the Customer shall be responsible to pay Transportr a late payment fee at the rate of 1% per month, on the unpaid amount of the outstanding Invoice(s), from the respective due date until full payment is effected.
- 7.12** Cancellation fees and extra charges may be applicable as per the Supplier’s Service Agreement (if any) which may be invoiced separately to the Customer.

## **8. LIMITATION OF LIABILITY AND INDEMNITY**

- 8.1** Customer acknowledges and agrees that Transportr is a technology service provider who facilitates the individual commercial relationship between the Customer and Supplier through a digital Platform. Transportr hereby expressly gives note that it does not provide any Transportation Services itself. It is the Supplier who will perform such Transportation Services to the Customer based on the Supplier’s Terms of Service (if any) and the General Conditions for Supplier and General Conditions for Customer. Transportr will have no liability whatsoever in relation to the Transportation Services provided by the Supplier to the Customer and/or the Transportation Contract, except as expressly provided otherwise in these General Conditions.
- 8.2** Transportr shall indemnify the Customer against all liabilities, costs, claims, fines, expenses, damages and losses incurred by the Supplier as a result of any third party, including Suppliers, making a claim against the Customer that the Customer’s use of the Platform in accordance with the terms of the General Conditions infringes that third party’s intellectual property rights.
- 8.3** Customer shall indemnify Transportr against all liabilities, costs, claims, fines, expenses, damages and losses incurred by Transportr as a result of any third party, including Suppliers, making a claim against Transportr for the Customer’s failure to comply with the Transportation Services and or the Transportation Contract.
- 8.4** Transportr has taken care to ensure that the content and usage of the Platform is accurate and provides safe access to the user, however, Transportr is not liable for any direct, indirect, special, incidental, consequential or punitive damage or for any loss of profits, loss of revenue or opportunities whatsoever, resulting from any claim suffered by Customer through any downtime, malfunction, unlawful access, piracy, or theft of data, computer viruses or destructive code, or interruption or any other technical failure of the site, online services or databases. However, in case of failure to fulfill contractual obligations directly

attributable to Transportr, then we shall only be liable to direct actual damage, which shall in no event exceed AED 10,000.

**8.5** The Customer undertakes to irrevocably hold harmless and indemnify Transportr and each of its respective employees, directors, agents, successors and assignees from any claims, legal actions, complaints, demands for any costs, fees, payments fines, liabilities, expenses (including legal and attorney fees) (i) arising in connection with these General Conditions or use of the Platform and (ii) for any breach of the Customer's payment obligations under clause 7 of these General Conditions.

**8.6** Neither party shall be liable for any indirect, special, incidental, consequential or punitive damage or for any loss of profits, loss of revenue or opportunities whatsoever, resulting from any claim suffered by the other party or any third party in relation to the provision of Transportation Services.

## **9. TERM AND TERMINATION**

**9.1** The contractual relationship between the Customer and Transportr formed by these General Conditions shall be effective from the time of the Customer's acceptance thereof by registering an Account on the Platform and may only be terminated by deactivating the Account in accordance with the following:

- a. By Transportr, without cause at any time upon written notice to the Customer;
- b. By either party without cause at any time upon a thirty (30) day prior written notice to the other party.
- c. By either party, immediately, with notice, for the other party's material breach of any of the terms and conditions of these General Conditions;
- d. By either party, immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

**9.2** Notwithstanding the above, Transportr reserves the right in its sole discretion to cease or suspend providing all or any part of the Platform services immediately without any notice to the Customer if:

- a. the Customer breaches, or threatens to breach, the terms of these General Conditions.
- b. Transportr is required to do so under any applicable law, rule or regulation.
- c. if one or more of the Suppliers terminate their business relationship with Transportr which results in Transportr not being able to fulfill its obligations.
- d. continuing to provide Platform services could create a security risk or material technical or economic burden as determined by Transportr in its sole discretion.

**9.3** Transportr maintains the right to terminate the Customer's Account at any time.

**9.4** The Customer may stop using the Platform at any time by deactivating their online Account. Such deactivation shall be deemed as termination by the Customer and shall be governed by the terms of this clause 9 shall apply.

### **9.5 Consequences of Termination.**

Termination of the contractual relationship between the Customer and Transportr for whatever reason and in whatever form shall be without prejudice to the Customer's ongoing obligations to pay in full to Transportr, all Invoices related to any Transportation Services acquired via the Platform and the said Termination shall not affect the obligations of the Customer towards the Supplier under the Supplier's Terms of Service which shall continue in full force until terminated in accordance with their respective terms and conditions.

## **10. DATA PRIVACY CONSENT**

**10.1** In order to administer the Platform and implement these General Conditions, Transportr may electronically or otherwise, document and process any and all professional data, including but not limited to the Customer's details, company trade license, the name or location of the Customer's requests where they require the Transportation Services, the identification number, names,

telephone numbers of the Consumer's personnel demanding the Vehicles and Transportation Services or those handling the Goods, insurances covering the Goods (if any) etc. ("**Relevant Information**").

**10.2** By accepting these General Conditions, the Customer authorizes Transportr to collect, store, process, register and transfer the Relevant Information in electronic or other form to the Supplier or any third party;

**10.3** Transportr shall process personal data only if and to the extent necessary to fulfill the purpose of the General Conditions. In doing so, Transportr warrants that it shall comply with applicable data protection laws including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

**10.4** The Customer shall ensure that the Relevant Information is always accurate and up to date. The Relevant Information will only be used in accordance with the terms of the General Conditions and the applicable laws.

## **11. GENERAL PROVISIONS**

**11.1 No-Circumvention and No-Solicitation** Customer acknowledges that Transportr has invested significant time and money to recruit and retain its employees and develop valuable business connections and continuing relationships with existing and prospective clients and suppliers. Accordingly, the Customer hereby irrevocably agrees not to directly or indirectly circumvent, avoid, bypass solicit, hire or attempt to hire, induce or encourage any employee or supplier of Transportr. The Customer hereby irrevocably agrees not to either directly or indirectly, solicit, circumvent, bypass, or enter into any transaction, corporation, arrangement, partnership, business opportunity with Transportr's Suppliers, partners in business and/or affiliates in its projects, from the date of the activation of the Account and until 24 months after termination.

**11.2 Confidentiality.** Transportr and Customer, each undertake to respect and protect the confidentiality of all information with the exception of the Relevant Information, acquired as a result of or pursuant to the General Conditions and/or the use of the Platform and will not, disclose any such information to any third party, unless it is required to do so by any applicable law or regulation.

**11.3 Intellectual Property Rights.** All intellectual property rights such as trademarks, patents and copyrights, including any branding are and shall remain the sole property of the owner thereof and the other party shall acquire no right or interest in such property or any right to use it without the owner's prior written consent.

**11.4 Force Majeure.** In no event shall Transportr be responsible or liable for any failure or delay in relation to its services, resulting from unusual and unforeseeable events beyond its reasonable control, including, without limitation, acts of God, natural disasters, pandemics, terrorist acts, shortage of supply, unforeseeable breakdowns or malfunctions of the technical or digital system, power failures, war or civil unrest.

**11.5 Assignment.** The Customer may not assign its rights and or obligations to any third party or let any third party use its registered Account, the Platform or the services without the prior written consent of Transportr.

**11.6 Subcontracting.** The Customer acknowledges that the Supplier may sub-contract all or part of the Transportation Services without Transportr or the Customer's prior consent. The Supplier shall accept complete responsibility for the acts or omissions of its licensed subcontractors that it hired or contracts with to perform or assist in the performance of the Transportation Services just as the Supplier is responsible for its own acts and omissions.

**11.7 Exclusivity.** Nothing herein shall confer any exclusivity upon the Customer with respect to the contractual relationship between Transportr and you.

**11.8 Entire Agreement.** These General Conditions constitute the entire agreement between the

parties hereto with respect to the subject matter hereof and supersedes all prior written or oral negotiations, representations, agreements, commitments, contracts or understandings with respect thereto. In the event any other agreement is executed between Transportr and the Customer, in relation to the use of the Platform, it shall form part of these General Conditions.

**11.9 Severability.** Any provision or part of the General Conditions which is prohibited, or which is held to be void, unenforceable, illegal or invalid, shall not in any way affect the enforceability of the remaining provisions hereof.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

**12.1** The General Conditions shall be interpreted, **governed by and construed in accordance with** the laws of Abu Dhabi and the Federal laws of the United Arab Emirates.

**12.2** Any dispute arising out of the formation, performance, interpretation, nullification, termination, or invalidation of the General Conditions, arising therefrom or related thereto in any manner whatsoever, shall be settled exclusively through the Abu Dhabi Courts.