

OUTLINE AGREEMENT

FOR THE INTERNATIONAL CARRIAGE

OF GOODS BY ROAD

AND LOGISTIC SERVICES

REVISED ON 3 NOVEMBER 2011

Outline Agreement for the International Carriage of Goods by Road and Logistic Services

(Revised by the IRU on 3 November 2011)

By and between:

.....

(Name of Company)

.....

(Address)

hereafter referred to as the "Provider/Carrier", duly represented by

and

.....

(Name of Company)

.....

(Address)

hereafter referred to as the "Client/Sender", duly represented by

The undersigned Parties hereby agree as follows:

Article 1 - Purpose of this Outline Agreement

- a) Pursuant to the terms and conditions hereinafter, the Client/Sender entrusts the Provider/Carrier with performing the international transport operations mentioned in paragraph b), where applicable, the ancillary services mentioned in paragraph c), and one or several logistic services mentioned in paragraph d) whereas the Provider/Carrier shall be responsible for performing said transport, ancillary and logistic services on behalf of the Client/Sender.
- b) The international transport operations referred to in paragraph a) above shall be carried out:
(The Parties may use the following examples and complete these to define the purpose of the Agreement):
 - either on a set route: from country of departure to country of destination;
 - or on a quantitative basis – a set tonnage per [day / week / month / year], if applicable on one or several set routes;
 - or on a number of journeys or assignments per [day / week / month / year];
 - or according to any other description of agreed operations.
- c) Ancillary services to the international transport operations defined under paragraph b) are listed hereafter:

(The Parties may set out and detail ancillary services, drawing from the following non-exhaustive list):

- Loading by the driver;
- Load stowing and securing services;
- Unloading by the driver;
- Warehousing by the driver;
- Declaration of a special interest in delivery (if required by the Sender);
- Declared value, insurance premium if insurance requested;
- Idle time during loading and unloading (2 hours included);
- Customs export, import or transit formalities;
- Return of support of loads and pallets;
- Etc.

d) The agreed logistic services are listed hereafter:

(The Parties may set out and detail logistic services, drawing from the following non-exhaustive list):

- Freight forwarding (organising the movement of goods with a view to delivering these to the consignee(s) designated by the Client/Sender);
- Preparation for transport / preparation for delivery;
- Customs formalities / procedures (customs store, bonded warehouse, suspensive procedure, etc.);
- Warehousing, storage, stock management, sorting, supervision and control;
- Buffer stock management;
- Order assembling;
- Handling (preparation and movement of shipments);
- Assembly / packaging / repackaging of goods (packing, marking, labelling with a view to preparing an order or shipment);
- Supplying the customers of the Client/Sender as per the latter's instructions;
- Distribution of the goods to the customers of the Client/Sender according to the latter's instructions;
- Other activities – the non-exhaustive list above is for information only.

Article 2 – Scope of this Outline Agreement

Each international transport operation and its ancillary services performed under this Outline Agreement shall be considered as a specific Contract for the International Carriage of Goods by Road.

Each logistic service or group of logistic services performed under this Outline Agreement shall be considered as a specific Contract for Logistic Services.

Article 3 – Price and Remuneration of the Provider/Carrier

a) This Outline Agreement defines the price and remuneration of the Provider/Carrier:

- either based on a global flat rate for a set number or tonnage of international transport operations and logistic services to be performed per [*day / week / month / year*],

- or based on a global flat rate for a theoretical number or tonnage of international transport operations and logistic services to be performed per [*day / week / month / year*]. In this case, the global theoretical remuneration shall be adjusted to the transport operations and logistic services actually performed,
 - or based on a global flat rate to cover exclusive provision of the vehicles, drivers, equipment, installations, handling and other devices for the duration of the contract, plus additional remuneration for each international transport operation and each logistic service actually performed,
 - or according to any other calculation method agreed between the Parties.
- b) The agreed price and remuneration may be adjusted to take into account developments in the items making up the cost price and in the terms of implementation of the Outline Agreement.
- In principle, price and remuneration adjustments shall take place [*yearly / quarterly / half-yearly*] by mutual agreement. However, in case of substantial changes or exceptional circumstances, a price and remuneration adjustment may be agreed by both Parties at all times.
- c) Any additional logistic service or additional transport not foreseen in this Outline Agreement shall entail additional remuneration subject to written agreement between the Parties prior to performance of said additional transport or service. This agreement may be concluded electronically.
- d) The Provider/Carrier shall pass on to the Client/Sender the financial consequences of fuel price alterations from the date of conclusion of the contract to the date when the transport operation and the logistic services are performed.
- e) The Provider/Carrier shall pass on to the Client/Sender the amount of taxes and charges which he is bound to pay to perform the agreed transport operation and logistic services.

Article 4 – Transhipment during Transport

For the performance of transport and ancillary services, the Parties [*authorise / do not authorise*] transhipment of the goods subject to this Outline Agreement.

If the Parties do authorise transhipment:

Barring exceptional circumstances, transhipment of the goods shall be performed under the Provider/Carrier's direct responsibility. Transhipment must be performed on premises and using equipment which guarantee the goods' integrity and safety.

Article 5 – Subcontracting

For the performance of transport operations, ancillary and logistic services, the Parties [*authorise / do not authorise*] the use of subcontracting Providers/Carriers for all or part of the international transport operations and logistic services subject to this Outline Agreement.

If the Parties do authorise resorting to subcontracting Providers/Carriers:

Other than the relevant provisions of the IRU General Conditions for the International Carriage of Goods by Road and of the IRU General Conditions for the International Carriage of Goods by Road and Logistic Services, the Parties may define terms of reference governing subcontractors, their choice, performance of subcontracted transport and/or logistic services, etc.

Article 6 – Document Requirements for this Outline Agreement

In addition to the declaration and documentation obligations stated in the IRU General Conditions for the International Carriage of Goods by Road and the IRU General Conditions for the International Carriage of Goods by Road and Logistic Services, each remittance of goods by the Client/Sender to the Provider/Carrier shall be the subject of an individual transport order and individual logistic services order, unless the Outline Agreement covers regular and systematic carriage and logistic services.

Each transport order and logistic services order shall indicate at least the place, date and time of takeover and delivery, the type and estimated quantity of the goods, their estimated weight and marks and the logistic services to be performed.

Each transport operation shall be covered by a CMR Consignment Note drawn up by the Provider/Carrier based on information provided by the Client/Sender, according to Articles 6 and 7 of the CMR Convention.

The Provider/Carrier shall notify the Client/Sender of completion of each transport operation and each logistic service and send him copy of the CMR Consignment Note, duly signed by the Consignee, within [*fourteen*] days following delivery.

Article 7 – Invoicing and Payment

On the first working day following the end of a month, the Provider/Carrier shall issue a summary invoice covering the previous month, detailing the transport operations and logistic services performed during that period.

The monthly invoice shall list separately any transport, ancillary and logistic services performed during that period not initially foreseen by the Outline Agreement.

Applicable payment terms, deadlines and methods are those foreseen in the IRU General Conditions for the International Carriage of Goods by Road.

Unilateral compensation between the amount invoiced and any other debt shall be prohibited.

Article 8 - Compensation

If either of the Parties is liable for breaches of this Outline Agreement, it shall be liable to pay damages in an amount of [*f*] per case to the other Party, respectively for each case/day that such breaches continue, without prejudice to the right of the other Party to claim further indemnification if the actual loss exceeds the amount of damages.

Any dispute regarding performance of a contract for the international carriage of goods by road and its ancillary services subject to this Outline Agreement shall be governed by the rules and procedures foreseen by the CMR Convention, among other things regarding checking terms and deadlines, potential compensation amounts and periods of limitation for proceedings.

Any dispute regarding performance of logistic services covered by this Outline Agreement shall be the subject of ascertainment and compensation according to the rules of the law governing the Outline Agreement.

Article 9 – Term and Termination of the Outline Agreement

This Outline Agreement is agreed between the Parties for a term of one year from the date of signature. Except termination in writing by either of the Parties (3 months) before the anniversary date, it shall be extended from year to year by tacit renewal.

This Outline Agreement shall enter into force on the date of signature or on a later date agreed between the Parties.

Moreover, either Party may at any time terminate this Outline Agreement subject to [three] months' notice in writing to the other Party.

Either Party may also terminate this Outline Agreement with immediate effect by registered letter with acknowledgement of receipt in case of exceptional circumstances such as e.g. loss of market or severe and persistent default of the other Party making it impossible to continue executing the Outline Agreement.

This Outline Agreement may also be amended by written agreement between the Parties.

Article 10 – Addenda and Amendments to this Outline Agreement

To be valid, any contractual addenda and any amendments to this Outline Agreement must be drawn up in writing. They must expressly refer to this Outline Agreement and bear the authorised signatures of both Parties.

Article 11 –Governing Law and Responsibilities of the Parties

- a) This Outline Agreement shall be governed by the national law in force at the place of the Provider/Carrier's registered office whose address is mentioned above.

Any provisions of this Outline Agreement declared to be null and void by competent courts shall not result in the nullity of the other provisions of this Agreement.

Furthermore, provided that they do not conflict with the binding provisions of national law mentioned in the first paragraph, the Principles of International Commercial Contracts drawn up by UNIDROIT (Rome 1994) shall apply to interpretation of the rights and obligations of the Parties to this Outline Agreement.

- b) Contracts for the international carriage of goods by road arising from this Outline Agreement shall be governed by the CMR Convention and, in the alternative, by the provisions of the national law in force at the place of the Carrier's registered office whose address is mentioned above.
- c) Within the limits foreseen by the governing law, the Provider shall be bound to a best efforts obligation to provide the agreed logistic services, from takeover to delivery of the goods.
- d) Moreover, provided that they do not conflict with the binding provisions of the CMR Convention, of applicable law and of the terms and conditions of this Outline Agreement, the IRU General Conditions for the International Carriage of Goods by Road shall apply to contracts of carriage performed under this Outline Agreement.
- e) Finally, provided that they do not conflict with the binding provisions of the CMR Convention, of applicable law and of the terms and conditions of this Outline Agreement, the IRU General Conditions for the International Carriage of Goods by Road and Logistic Services shall apply to logistic services performed under this Outline Agreement.

To this extent, the obligations of the Parties regarding contracts for international carriage performed under this Outline Agreement shall be those set out in the above-mentioned IRU General Conditions.

Article 12 - Competent Jurisdiction

All disputes arising from this Outline Agreement which cannot be settled out of court shall be subject, to the exclusion of any other courts,

* to the ordinary jurisdiction of the Provider/Carrier's place of residence,

* (or, if the Parties so agree), to a court of arbitration (either institutional or "ad hoc" as agreed between the Parties) to the exclusion of ordinary courts.

On behalf of the Provider/Carrier:
(Name, first name):
(Position):

On behalf of the Client/Sender:
(Name, first name):
(Position):

Signature:
.....

Signature:
.....
