

Standard Transport Services Agreement

B2B MASTER AGREEMENT / CUSTOMER SERVICES & NON-CIRCUMVENTION

DOCUMENT CONTROL SIG-TSA-2026-10-15-V5 | Issue date: 15 October 2026 | Standard business terms

SIG TRANSPORT LTD | Company No. 11915199 | England & Wales

This standard agreement is provided for the Customer's legal review. It becomes binding only through a valid, separate acceptance process by authorised representatives.

1. Parties and formation

1.1 This Customer Transport Services & Non-Circumvention Agreement (Agreement) is entered into between SIG Transport Ltd, company number 11915199, whose registered office is 14 Orchard Street, Maidstone, England, ME15 6NR (SIG), and the business customer identified by its legal name and account details in the electronic acceptance record (Customer). Together, they are the Parties.

1.2 This Agreement takes effect only when the Customer's authorised representative expressly accepts this identified version through SIG's customer platform, or the Parties execute an equivalent signed agreement (Effective Date). The Customer's legal identity, signatory and Effective Date must be recorded in the linked signing record or executed counterpart. Supplying this document for review, opening an account or placing a Booking does not itself constitute acceptance of this master Agreement.

1.3 This Agreement is intended for transport and logistics transactions entered into wholly or mainly for business purposes. It does not exclude any mandatory rights that apply where a Customer is legally treated as a consumer.

2. Purpose and relationship

2.1 SIG supplies or arranges courier, road transport, freight forwarding, general haulage and related logistics services (Services), using a combination of its own operational resources and independent third-party transport providers. A Booking involving a particular vehicle, specialist operation, route or cargo class is accepted only after the relevant service scope and arrangements have been confirmed; no blanket promise of insured capacity is given.

2.2 In delivering the Services, SIG may introduce or disclose the identity of carriers and subcontractors engaged or sourced through its commercial network. The Parties intend to protect genuinely introduced commercial relationships and confidential information without imposing an obligation on the Customer to obtain all transport services exclusively from SIG.

2.3 This Agreement governs the ongoing business relationship. Each accepted service instruction is also governed by the quotation, rate confirmation and Booking, and by the SIG Standard Conditions of Carriage (reference SIG-COC-2026-10-15-V2) separately provided with this Agreement where validly incorporated for that Booking.

3. Definitions and interpretation

3.1 Booking means an instruction for a particular service which SIG accepts in writing, by electronic confirmation, or through the customer platform.

3.2 Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

3.3 Protected Provider means a carrier, subcontractor, fleet operator or other transport supplier specifically introduced, identified or deployed by SIG to or for the Customer for a relevant quotation or Booking, where the introduction or deployment can be shown by a dated quotation, dispatch record, operational communication or similar reliable evidence. It excludes a provider falling within clause 7.

3.4 Restricted Services means transport or logistics services that are the same as, or materially similar to, the services for which that Protected Provider was specifically introduced, quoted or deployed by SIG for the Customer.

3.5 Restricted Period means, for each Protected Provider, the period starting on the later of the Effective Date and the Customer's evidenced introduction to that provider by SIG, and ending 12 months after the later of (a) the last accepted Booking involving that provider through SIG and (b) SIG's latest genuine service-specific introduction of that provider. Keeping a customer account open does not itself extend this period.

3.6 Pre-Existing Relationship means a genuine, demonstrable direct commercial relationship established between the Customer and a provider before SIG's first relevant introduction, identification or deployment of that provider.

3.7 Conditions of Carriage means SIG's complete Standard Conditions of Carriage, version SIG-COC-2026-10-15-V2, as provided to and validly incorporated for the Customer's relevant Booking. Any additional industry terms apply only if expressly identified, supplied or lawfully made available before the relevant Booking and validly incorporated; mandatory carriage legislation applies in any event.

3.8 Confidential Information means non-public commercial, operational, technical, pricing, supplier or customer information disclosed by one Party to the other in connection with the Services, including the identity and commercial arrangements of Protected Providers, except as provided in clause 8.

4. Quotations and Bookings

4.1 The Customer may request Services from time to time. Neither Party is obliged to place or accept any minimum volume of work unless it expressly agrees otherwise in writing.

4.2 An enquiry, draft Booking or indicative quotation is not acceptance of an obligation to supply capacity. A Booking becomes binding when SIG accepts the instruction by written or electronic confirmation, or, with the Customer's authority, commences performance in reliance on an agreed firm quote. The scope, service level, vehicle type and timing are those in the accepted Booking. The Conditions of Carriage must have been made available before or at that acceptance if SIG relies on them.

4.3 The Customer shall give complete and accurate details of collection and delivery locations, dates, goods, dimensions, gross weight, value where requested, loading arrangements, dangerous or high-risk goods and any access, handling or statutory restrictions. The Customer shall disclose valuable or sensitive cargo before acceptance so that routing, subcontractor arrangements and insurability can be considered. A value declaration does not by itself increase SIG's contractual liability or procure full-value insurance. Material changes must be communicated promptly.

4.4 Charges for waiting, cancellation, redelivery, storage, additional stops, inaccurate declarations and variations apply only where identified by the accepted Booking, the Conditions of Carriage and relevant published rate schedule, or otherwise validly agreed in advance, subject to applicable law.

5. Subcontracting and the supplier network

5.1 SIG may perform Services through its own resources or arrange for independent third-party carriers, hauliers, drivers and subcontractors, subject to applicable law and any customer-specific requirements accepted in writing. SIG shall use reasonable care in supplier selection and seek evidence appropriate to the proposed work of transport authorisations, vehicle insurance, relevant carriage liability cover and, where required, Public and Employers' Liability insurance including principal-indemnity provisions. Additional checks or bespoke insurance may be required for HGV, high-value, regulated or cross-border loads.

5.2 The Customer acknowledges that SIG's sourcing arrangements, supplier identities and negotiated commercial terms may be commercially sensitive. Disclosure of a provider's identity for tracking, operational contact or proof of delivery does not authorise that provider to vary SIG's agreed price or act on SIG's behalf in concluding a separate contract.

5.3 SIG remains responsible for the contractual obligations it has undertaken to the Customer, subject to applicable mandatory carriage law and terms validly incorporated into the particular Booking. The use of a subcontracted vehicle does not itself establish that SIG is acting solely as agent, or that SIG owns the vehicle.

6. Non-circumvention and non-dealing

6.1 During the Restricted Period, the Customer shall not knowingly use SIG's particular introduction of, or Confidential Information about, a Protected Provider to circumvent SIG by directly arranging Restricted Services with that provider for work previously proposed, quoted, booked or sourced through SIG, without SIG's prior written consent.

6.2 In particular, the Customer shall not knowingly (a) place or procure such work directly with a Protected Provider; (b) cause an associated person or entity to do so on its behalf; or (c) induce a Protected Provider to divert a relevant SIG Booking or commercial opportunity away from SIG, where the purpose or effect is to circumvent SIG.

6.3 The restriction applies only to the particular Protected Provider and Restricted Services described above. It does not prevent the Customer from using other transport suppliers generally or placing unrelated business through independently sourced providers.

6.4 If the Customer receives a direct approach from a Protected Provider about Restricted Services and reasonably knows it relates to a SIG introduction, the Customer shall notify SIG before intentionally diverting that work from SIG. SIG may give consent in writing, including on mutually agreed introduction or transfer terms. Operational contact needed to carry out an existing SIG Booking is not prohibited.

7. Pre-existing and independently established relationships

7.1 Clause 6 does not apply to a provider with whom the Customer has a genuine Pre-Existing Relationship, nor to a provider independently identified and engaged in good faith without use of SIG's Confidential Information or intentional circumvention.

7.2 The Customer should declare known Pre-Existing Relationships in the electronic Schedule 1 at onboarding, and should notify SIG promptly if it discovers that a newly introduced provider was already an established supplier. A failure to list a provider does not, by itself, extinguish an otherwise demonstrable prior relationship.

7.3 On a reasonable request, the Customer will provide proportionate documentary evidence of an asserted Pre-Existing Relationship. General awareness of a carrier's name, public advertising, an unsolicited marketing email or a one-off unconverted enquiry does not, on its own, establish such a relationship.

7.4 These restrictions are intended to protect only SIG's evidenced, legitimate interest in its particular introduced commercial relationships and Confidential Information. Nothing in this Agreement prevents ordinary competitive sourcing, independently established relationships or activity that cannot lawfully be restricted.

8. Confidentiality and information handling

8.1 Each Party shall keep the other Party's Confidential Information confidential and use it only for performance, administration or enforcement of the Services and this Agreement. Each Party will take reasonable measures to prevent unauthorised disclosure.

8.2 Confidential Information does not include information that (a) is public without breach; (b) was lawfully known to the recipient before disclosure; (c) is independently developed without use of the disclosing Party's information; or (d) is lawfully received from a third party without confidentiality obligations.

8.3 Disclosure is permitted to personnel, insurers, professional advisers and service providers who reasonably need to know and are subject to appropriate confidentiality obligations, and where required by law, a court or regulator.

8.4 Confidentiality obligations continue for three years after termination; trade secrets remain protected for so long as they retain that status in law. Personal data in the platform and acceptance audit trail shall be processed on an appropriate legal basis in accordance with applicable UK data-protection law and a suitably accessible privacy notice. Where a separate controller-processor relationship arises, the Parties will agree the terms required by applicable data-protection law.

9. Customer account and platform

9.1 The Customer shall ensure that access to its account is limited to authorised personnel, credentials are protected, and user access is promptly withdrawn when no longer required. Activity recorded under an account does not automatically constitute acceptance of this Agreement; a separate affirmative signing action is required.

9.2 The Customer may nominate owner, manager, operator or accounting users, subject to available platform roles and permissions. Account data may include quotations, Bookings, tracking updates, documents, proof of delivery and invoices.

9.3 The Customer shall not misuse platform access, carrier identities, driver contact details or operational documentation to circumvent clause 6, and shall report suspected unauthorised access promptly.

10. Charges, invoicing and payment

10.1 The Customer shall pay the charges and any applicable VAT stated in the accepted quotation, rate confirmation, agreed customer account terms or invoice, as applicable. Any expressly agreed account credit limit or payment term prevails over a generic invoice term.

10.2 Unless a different payment term is expressly accepted in the quotation, Booking or approved account terms, a valid invoice is payable 30 calendar days after the end of the calendar month in which it was issued ('30 days end of month'). Any advance-payment requirement must be agreed before acceptance of the relevant Booking. This payment period is consistent with clause 11 of the Conditions of Carriage.

10.3 The Customer shall notify SIG promptly of any genuine invoice dispute, identifying the disputed item and supporting reason, and shall pay any undisputed portion when due. Disputing one item does not by itself defer the payment date of unrelated items. SIG may review future credit facilities on reasonable notice, without retrospectively changing accepted Booking terms.

10.4 For overdue business-to-business sums, SIG may claim statutory interest, fixed compensation and reasonable recovery costs where available under applicable law, and may suspend acceptance of new work after giving reasonable notice, subject to its existing contractual and legal obligations.

11. Cargo, insurance and liability

11.1 The Customer must declare high-value, fragile, unusual, hazardous, temperature-sensitive, theft-attractive or regulated goods before a Booking is accepted and provide accurate shipment values and instructions. SIG may decline the shipment or require a separately approved carrier, route, security measure, contractual limit or insurance arrangement. No undeclared high-value or specialist movement shall be assumed to carry special insurance.

11.2 Liability for carriage, claim procedures and contractual limits are governed primarily by mandatory law (including CMR where applicable) and otherwise by the validly incorporated Conditions of Carriage and the relevant accepted Booking. SIG maintains separate motor, freight-forwarding and commercial policies with different insured activities, locations, limits, excesses and exclusions. A policy schedule, declared cargo value or reference to insurance is not a promise of full replacement-value protection, nor does any insurance limit automatically become SIG's contractual limit of liability. The Customer should obtain its own cargo cover for any value or risk not expressly accepted under written, confirmed arrangements.

11.3 Nothing in this Agreement excludes or restricts liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability which cannot lawfully be excluded. Any contractual limitation or exclusion remains subject to the Unfair Contract Terms Act 1977, including the applicable reasonableness test where relevant, and any overriding carriage law. The contractual domestic weight-based limit is not derived from any specific insurance schedule.

11.4 Warehousing, storage and fulfilment work (if separately agreed and legally available) is subject to specific storage, inventory, insurance, security and regulatory terms. Insurance for goods at a named insured warehouse premises is distinct from goods-in-transit and freight-forwarding cover and must not be assumed to apply at other premises, in other custody or without regard to its sum insured. No regulated or bonded service is promised merely by inclusion of this clause.

11.5 Where the Customer asks SIG to accept higher-value goods or assume increased liability, SIG may require prior written confirmation from its insurance broker and/or the intended carrier and may offer a revised quote or decline the Booking. No employee, subcontractor or customer-platform field can independently vary the insurer's terms or commit an insurer to indemnify the Customer.

12. Term and termination

12.1 The Agreement starts on the Effective Date and remains in force until terminated by either Party on 30 calendar days' written notice, unless a different written term is agreed.

12.2 Either Party may terminate with immediate effect by written notice if the other Party commits a material breach which cannot be remedied, or fails to remedy a remediable material breach within 14 calendar days after receiving written notice describing it.

12.3 Termination does not cancel an accepted Booking without regard to its own cancellation terms, nor extinguish accrued payment obligations, existing claims or provisions intended to survive, including clauses 6 to 8, 10 to 11, 13 to 16 and this clause, to the extent applicable.

13. Remedies for circumvention

13.1 The Customer acknowledges that deliberate breach of clause 6 may cause reasonably foreseeable commercial loss, including lost margin on identifiable relevant work and impairment of introduced supplier relationships.

13.2 For a proven breach, SIG may seek damages for loss established under applicable law and, where legally available and appropriate, injunctive or other equitable relief. Nothing in this clause imposes an automatic charge, fixed penalty or predetermined damages amount.

13.3 Any relief remains subject to mitigation, causation, remoteness, the court's discretion and all other applicable legal requirements.

14. Relationship with the Conditions of Carriage

14.1 This is the master customer relationship agreement. It operates alongside the Conditions of Carriage version SIG-COC-2026-10-15-V2 and each accepted Booking. No terms govern retroactively merely because a new document is uploaded or published.

14.2 In the event of conflict, the following order applies, to the extent legally effective: (a) mandatory law, including any compulsory carriage-convention rules; (b) bespoke terms expressly negotiated and signed or electronically accepted by the Parties; (c) the accepted Booking or rate confirmation for its price, agreed service specification and delivery commitments; (d) the Conditions of Carriage for the operational carriage obligations, claims and liability; (e) this Agreement for onboarding, account governance, confidentiality, non-circumvention and its own termination. Where an expressly incorporated third-party industry condition conflicts with the Conditions of Carriage, its priority must be identified in the relevant accepted Booking. No contractual priority can override mandatory law.

14.3 The applicable document version is the version properly supplied and incorporated when a particular Booking is accepted. Later website updates do not vary previously accepted Bookings. The Parties may change these terms only by a valid, prospective written or affirmative electronic agreement, unless mandatory law otherwise requires.

15. General provisions and notices

15.1 Independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between SIG and the Customer. Neither Party may bind the other except as expressly authorised.

15.2 Non-exclusivity. The Customer may use other transport providers and SIG may serve other customers, in each case subject to the express protections of this Agreement.

15.3 Entire agreement. In relation to their respective subjects, this Agreement, the associated signing record and schedules, the accepted Booking and the validly incorporated Conditions of Carriage together constitute the Parties' contractual documents. Nothing limits liability for fraud or fraudulent misrepresentation.

15.4 Variation. A substantive change to this Agreement requires express acceptance by authorised representatives. SIG may present a new document version through the platform, but publication alone does not constitute the Customer's acceptance.

15.5 No waiver; severability. A failure to enforce a right is not a waiver. If a provision is held unenforceable, the remainder continues in force to the extent legally permitted, without rewriting an unreasonable restriction into a materially different bargain.

15.6 Assignment. Neither Party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld, except SIG may assign it to a successor to substantially all of its relevant business on prior written notice, provided the successor assumes its obligations.

15.7 Third-party rights. A person who is not a Party has no right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999, except where mandatory law provides otherwise.

15.8 Notices. Formal notices may be sent by email to the notice address recorded in Schedule 2 for the Customer and to info@sigtransport.co.uk for SIG, or to a replacement address properly notified in writing. Notices are deemed received on the next Business Day following successful transmission unless an error or bounce message is received. Routine operational messages may be given through the customer platform.

16. Governing law and jurisdiction

16.1 This Agreement and any dispute or claim arising from or in connection with it (including non-contractual disputes or claims) are governed by the laws of England and Wales.

16.2 Subject to mandatory law and any applicable compulsory carriage-convention jurisdiction rules, the courts of England and Wales have exclusive jurisdiction.

17. Electronic acceptance and evidential record

17.1 Before acceptance the Customer's authorised signatory must be able to open, download and retain this complete document and view the associated supplier-network protection. Acceptance must be an affirmative action on a clearly labelled signing control; the signatory must confirm business purpose and authority to bind the identified legal entity. Silence, a pre-ticked box or SIG's creation of a Booking is not acceptance of this master Agreement.

17.2 Where acceptance takes place through the platform, the linked record should identify the legal Customer and authorised signatory, their stated position and authority, date and time, this document version and its SHA-256 fingerprint, and frozen copies of Schedule 1 and Schedule 2. SIG may retain proportionate supporting audit data, including account identifiers, IP address and technical information, for genuine contractual evidence and legal obligations, consistently with its privacy notice and applicable data-protection law.

17.3 The electronically accepted agreement consists of this unchanged version and its linked, preserved acceptance record and schedules. Acceptance takes effect on the recorded Effective Date; it does not retrospectively establish consent for earlier Bookings. Any earlier Booking remains subject to terms validly accepted at the time unless the Parties properly agree otherwise.

17.4 The Parties intend an affirmative electronic acceptance to demonstrate the signatory's intention to authenticate and agree to this document. Any formalities prescribed by applicable law remain applicable.

SCHEDULE 1 — Pre-existing transport provider declaration

Purpose. This schedule identifies established direct supplier relationships which may fall outside the restrictions in clause 6.

How recorded. The Customer declares any such suppliers in the customer platform before accepting this Agreement. Each declaration records the legal name of the provider, an account or evidence reference, and the date on which the relationship began.

No declarations. If the Customer confirms that there are no providers to declare, the electronic Schedule 1 is recorded as "None declared". A provider not listed may nevertheless qualify for the exception where clause 7 applies and the Customer can demonstrate it.

Record and updates. Schedule 1 is frozen with the signed acceptance record. A later correction is recorded as a separately dated notice without modifying the historical record; under clause 7.2, an omitted but demonstrable pre-existing relationship is not automatically lost.

SCHEDULE 2 — Notice and account contacts

SIG Transport Ltd. Legal entity: SIG Transport Ltd

Company number: 11915199

Registered office: 14 Orchard Street, Maidstone, England, ME15 6NR

Primary contact: Gergő Szemok, Director

General and formal notices: info@sigtransport.co.uk

Telephone: +44 20 3376 5256

Customer contacts. The Customer supplies and confirms its authorised primary contact, formal-notices email, telephone and accounts email within the platform. The legal name, registered address and registration number (where applicable) are preserved as an account snapshot at signing; the Customer remains responsible for their accuracy.

Maintenance. Each Party shall keep its notices address current. An updated contact address is effective when the other Party has received written notice of the change; historical signing records are not amended.

Document version: SIG-TSA-2026-10-15-V5. Customer-specific particulars and Schedule 1/2 form part of the agreement only when captured in the signed acceptance record or executed counterpart.