

These General Terms and Conditions of Contracts (hereinafter referred to as the "GTC") establish binding rules for each order (hereinafter referred to as the "Order") for the performance of domestic or international road transport of goods provided by MPR CARGO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Mińsk Mazowiecki, entered into the register of entrepreneurs of the National Court Register under number 0000918265 (hereinafter "Forwarder") to the carrier (hereinafter "Carrier"). The Forwarder, as an entity authorized to organize a given transport, orders the Carrier and the Carrier accepts the order to perform this transport under the terms of the Order and the following General Terms and Conditions.

#### [General Regulations]

I. The parties conclude a transport contract under which the carrier undertakes, within the scope of its business activities, to transport the items specified in the Order for remuneration.

II. The Carrier undertakes to respect all requirements imposed on the parties to the transport contract by the provisions of generally applicable law, in particular the provisions of the Civil Code,

Transport Law and the Convention on the Contract for the International Carriage of Goods by Road (the so-called CMR Convention).

III. The carrier will carry out the transport using its own efforts. The use of subcontractors without the written consent of the Forwarder is prohibited.

#### [Statements of the Parties]

IV. The Carrier declares that it has all the rights, including the necessary permits and licenses, to perform the transport contract specified in the Order. The Carrier has the authorizations and documents necessary to properly perform the Order, required in each of the countries in which he will transport goods.

V. The Forwarder declares that he has all the rights required by law to effectively conclude an Order with the Carrier.

VI. The carrier guarantees that it will carry out transport using means of transport that it owns or leases.

VII. The Carrier declares that it will perform the Order using means of transport that meet all the requirements necessary for the proper transport of the goods indicated in the Order. The carrier will provide means of transport that are technically fully functional and in good aesthetic condition. The carrier's vehicles meet all legal and technical requirements imposed in each country through which goods will be transported. Additionally, the Carrier declares that the means of transport contain the equipment necessary to properly secure the cargo indicated in the Order.

VIII. The Carrier undertakes to strictly comply with all legal provisions imposed on it by the legal systems of third countries. The Carrier undertakes in particular to properly apply the provisions of *Loi Macron* of July 1, 2016 and the provisions on the minimum wage of employees, including the provisions contained in the German Minimum Wage Act Bt-Ds 18/1558 (hereinafter MiLoG). The Carrier undertakes to indemnify the Forwarder against any claims from third parties resulting from violation of the provisions of a third country, including the MiLoG Act. The Carrier declares that, at the Forwarder's first request, it will immediately declare to the third party making the claim that it has assumed the related obligations.

IX. The Carrier declares that it has a valid and timely paid insurance policy for the period of execution of the Order. Carrier's Civil Liability (OCP) with an insured amount not lower than EUR 250,000.00 per one event and with a scope covering any damage that may occur during the execution of the Order. The Carrier declares, first of all, that the guaranteed sum of the OCP policy is sufficient to cover the damage resulting from the total destruction or loss of the goods specified in the Order and that the OCP insurance covers the entire territorial scope of the transport performed.

#### [Forwarder's obligations]

X. The Forwarder undertakes to inform the Carrier about the details of the concluded Order, including the date and place of loading and unloading, and the characteristics of the transported goods. Changes, modifications, departures from the information contained in the Order, the need to apply which arose in

the course of executing the Order, will not be considered a breach of the provisions of this point by the Forwarder, unless they were caused by the act or omission of the Forwarder himself. Forwarder.

XI. The Forwarder undertakes to cooperate with the Carrier on an ongoing basis and to provide the necessary substantive support during the execution of the Order.

XII. The Forwarder, if necessary, is obliged to actively mediate in talks between his client and the Carrier.

[Carrier's obligations]

XIII. The Carrier undertakes to cooperate with the Forwarder on an ongoing basis during the execution of the Order. The driver performing the order should be available for telephone contact at every stage of transport. The Carrier is obliged to allow the Forwarder to view GPS data throughout the execution of the Order.

XIV. The Carrier is obliged to immediately (immediately) inform the Forwarder if any obstacles to the correct and timely execution of the Order occur or are likely to occur. This obligation applies in particular to incidents at the place of loading and unloading, while traveling to any of these places. Events that require reporting are primarily downtime, extraordinary weather conditions, inspections, detentions by authorized bodies, breakdowns, discrepancies regarding the quantity and condition of cargo, discrepancies or missing documentation. The Carrier undertakes to immediately inform about the above. events, the Forwarder's contact person by phone, and then confirm the information by e-mail, text message or messenger.

15th In each case of damage or loss of goods (including their parts, packaging, pallets), the Carrier is absolutely obliged to provide immediate information to the Forwarder - in accordance with the procedure described in point XIV. In the above case, the carrier is obliged to immediately prepare a damage report containing a possibly precise description of the damage or missing elements and including photographic documentation. The damage report together with photographs should be delivered directly to the Forwarder without delay.

XVI. The Carrier is obliged to equip the driver performing the Order with a mobile phone with a built-in camera and enabling access to the Internet in each country where the Order is performed.

XVII. The carrier is responsible for the proper arrangement and securing of the cargo, for supervising the loading and unloading and for transporting the goods in accordance with applicable law and in accordance with the means used. transport (maintaining permissible dimensions and permissible axle load). The Carrier is obliged to verify the correctness and completeness of the documentation and compliance of the condition and characteristics of the goods with the Order and the documentation. If any irregularities are detected, the Carrier will report them to the Forwarder in accordance with the procedure described in point XIV.

18th century      The carrier is obliged to ensure the correctness of loading, unloading and reloading activities. Loading goods other than those resulting from the Order is allowed only with the express consent of the Forwarder (at least in the form of e-mail or instant messenger).

19th century      The Carrier is obliged to complete and maintain documentation (in particular the consignment note) in accordance with applicable regulations and undertakes to deliver the received Order by post or in person with the signature of the person authorized to conclude contracts on behalf of the Carrier and the company seal. The Carrier is obliged, immediately after completing the Order, to provide the Forwarder with complete documentation related to the transport performed, including a properly completed consignment note signed by the sender and recipient and documentation such as accounting documents, product specifications, and packaging settlement confirmations. The deadline for payment of the Carrier's remuneration will be counted from the date on which the Forwarder receives documents that meet all the above conditions.

XX. The Carrier, without the written consent of the Forwarder, is not entitled to receive and execute any instructions regarding the Order issued by an entity other than the Forwarder.

XXI. The carrier is strictly prohibited from leaving the place of loading, unloading or customs clearance within a period of not less than 48 hours, or longer if necessary.

XXII. The Carrier undertakes indefinitely not to undertake, in any form, direct or indirect cooperation with the Freight Forwarder's client and not to undertake any activities aimed directly or indirectly at establishing cooperation with him. The obligation covers in particular all forms of

cooperation or offers thereof to the Freight Forwarder's principal (his employees, proxies, representatives, entities related personally or by capital) by the Carrier (his employees, associates, proxies, "silent partners", representatives, by entities related in any way personally or capital). The prohibition also applies to offering or procuring third party services.

XXIII. The Carrier undertakes not to disclose to third parties any information contained in the Order, these General Terms and Conditions and other documents created in the course of executing the Order. The Carrier has no right to disclose to any person information that constitutes the business secret of the Freight Forwarder within the meaning of the provisions of the Act on combating unfair competition. Trade secret is understood primarily as information relating to the Forwarder (or entities associated with it) and the activities of the Forwarder (or entities associated with it), in particular any information of a technical, technological, legal, commercial or organizational nature, as well as information relating to its strategy, personnel, financial affairs or future plans, prospects, or other information of economic value, as well as information obtained as a result of the analysis or processing of the information provided.

XXIV. The Carrier has no right to transfer any receivables arising from the Order to third parties.

XXV. The Carrier has no right to exercise a lien on the goods that are the subject of the Order or to encumber the goods in any other way.

#### [Special Provisions]

XXVI. If the Forwarder receives any claim (including a complaint) from a third party in connection with the performed Order, the Carrier's remuneration is suspended until the matter is resolved.

XXVII. Loading and unloading takes 24 hours, free of any demurrage fees payable to the Carrier, if they take place in countries associated with the European Union. For other countries, the time free from loading and unloading fees is 48 hours. Customs clearance takes 48 hours, free of any demurrage fees payable to the Carrier. Saturdays, Sundays and non-working days are completely free of parking fees.

## [Responsibility]

XXVIII. The Carrier will pay the Forwarder a contractual penalty in the amount of 100% of the freight amount (remuneration for the Order) in the event of providing a vehicle that does not meet the requirements necessary for the proper execution of the Order, and does not prohibit (in whole or in part) the goods from the place of loading or failure to unload the goods at the place indicated in the Order.

XXIX. The Carrier will pay the Forwarder a contractual penalty in the amount of 100% of the freight amount (remuneration for the Order) in the event of failure to perform the Order by the Carrier after its conclusion. Non-performance of an Order is understood as any case of refusal to execute it, information about the impossibility of its execution, or a declaration of execution on a date other than the agreed date, withdrawal from the Order or its cancellation (so-called "cancellation").

XXX. The Carrier will pay the Forwarder a contractual penalty in the amount of EUR 15,000.00 (in words: fifteen thousand Euro) in the event that he violates the provisions of point III, XXII and XXIII of these GTC.

XXXI. The Carrier will pay the Forwarder a contractual penalty in the amount of EUR 5,000.00 (in words: five thousand Euro) in the event that it violates the provisions of the [Parties' Declarations] section of these General Terms and Conditions.

XXXII. The Carrier will pay the Forwarder a contractual penalty in the amount of 100% of the freight amount (remuneration for the Order) in the event of a gross breach of the provisions of the General Terms and Conditions other than those mentioned earlier.

XXXIII. The payment of one of the contractual penalties specified above (i.e. penalties specified in points XXVIII-XXXII) does not exclude the Forwarder's right to demand compensation exceeding the contractual penalty - on general principles.

## [Final provisions]

XXXIV. These General Terms and Conditions are binding on the Parties in their entirety, regardless of any unilateral changes or annotations by the Carrier.

XXXV . Any disputes that may arise from the contract concluded on the basis of the Order shall be resolved by the court having jurisdiction over the Forwarder's registered office.

XXXVI. The law applicable exclusively to all aspects of these General Terms and Conditions is Polish law. Any court disputes arising in connection with the Order concluded on the basis of these General Terms and Conditions will be resolved by Polish courts, applying Polish substantive and procedural law.

XXXVII. Control of the transport of goods (SENT) always applies to shipments FROM, TO or THROUGH the territory of the Republic of Poland. If the transport of goods is subject to registration in the Polish goods transport control system (SENT), the Carrier is obliged to make sure that the required entries or additions are made in the SENT system no later than before the commencement of the transport, and any changes are implemented immediately. Without the appropriate SENT reference number, the Carrier has no right to start transport. If anything is unclear, please contact the relevant transport manager immediately. The Carrier is fully responsible for missing, incorrect or delayed entries. The carrier is obliged to immediately cover any possible penalties or other claims related to irregularities in the control of the transport of goods. Carrier is obliged to immediately release the Forwarder from any liability for any possible penalties or other claims related to the irregularities referred to in this point.

XXXVIII. In the case of the transport of goods classified as ADR, the Carrier declares that it has appropriate permits, the vehicles have appropriate ADR equipment, and the employees have been trained in the transport of goods classified as ADR.

XXXIX. The carrier is obliged to have:

- a. a refrigerated truck with at least four spreader poles
- b. in the case of a tarpaulin, at least 6 safety belts for vehicles up to 3.5 t GVW) and 25 belts for vehicles over 3.5 t GVW (min. 500daN),
- c. a set of 8mm anti-slip mats for the entire loading surface,
- d. corners, angles
- e. customs lines, seals,
- f. four stanchions and chains for attaching steel coils in the case of a Coilmulde semi-trailer, provided that all load securing measures should be

certified and meet safety standards. In the absence of appropriate funds for loading, the Contractor may be charged with the costs of purchasing the missing funds, which does not exclude the Forwarder's right to demand compensation for this reason on general principles.

[STOP CLAUSE]

XL. To be covered by insurance under this contract, the driver cannot leave the means of transport with the goods unattended.

XLI. Leaving the means of transport with the goods unattended means the driver physically leaving the cabin of the means of transport and leaving the vehicle with the goods outside the parking lots:

- a) guarded or,
- b) located within a gas station, hotel, motel, bar, restaurant or,
- c) located directly next to a national road, motorway or expressway or,
- d) located at the customs/border terminal or,
- e) indicated by the police or other authorized public services;

XLII. Leaving the means of transport with the goods unattended is not considered as leaving the means of transport resulting from:

- a) regulations on drivers' working time;
- b) regulations governing the rules for taking weekly rest periods in vehicle cabins;
- c) obligations related to loading , reloading and unloading, including while waiting for the commencement of these activities;
- d) the need to complete border, financial and customs formalities related to transport;
- e) the need to complete formalities related to the ferry crossing;
- f) the need to refuel and/or replace operating fluids;
- g) the need to use the toilet at a gas station or parking lot;
- h) sudden deterioration of weather conditions, making further safe driving impossible;
- i) sudden illness or fainting of the driver documented by a doctor;
- j) the need to call for help after a breakdown or road accident;

k) carrying out orders of the police or other authorized services.

XLIII. Leaving the means of transport with the goods unattended does not mean leaving the means of transport with the goods in a guarded or supervised parking lot that provides this type of service and issues the carrier a receipt for accepting the means of transport under its care/supervision or in the transport base or other place of operation. activity of the carrier performing the transport, provided that the place is separated, fenced, closed and lit at night, supervised 24/7, equipped with devices blocking entry and exit, which prevent entry and exit of a vehicle without the permission of the supervisor.

XLIV. In order to be covered by insurance under this contract, leaving the means of transport with the goods for the reasons specified in point XLII letter a), f) and g) must take place in lighted parking lots intended for heavy goods vehicles located on the transport route directly next to a national road, motorway or expressway.

XLV. In order to be covered by insurance under this contract, leaving the means of transport with the goods for the reason specified in point XLII letter (b) must take place:

- a) in a parking lot located within a hotel, motel or other accommodation facility where the driver stays overnight or,
- b) if the hotel does not have parking spaces or there are no free spaces, parking is allowed in lighted parking lots intended for trucks, located at gas stations, motels, hotels, restaurants, bars, customs offices, border crossings or ferry crossings located on the route transport or,
- c) on the premises of the transport base or other place of business of the Insured, provided that this place is separated, fenced, closed and lit at night, supervised 24 hours a day, equipped with entry and exit blocking devices that prevent the entry and exit of a vehicle without permission of the supervisor.

In the event of leaving the means of transport with the goods for the reason specified in point XLII letter b) in the places specified in point a) and b) of this paragraph, the stop must take place no further than 600 m from the driver's accommodation.

XLVI. To be covered by insurance under this contract, the means of transport must be secured by removing the key from the ignition, closing the locks and

other openings, and activating the alarm systems or other security measures fitted to the means of transport.

XLVII. The contractor is obliged to check and instruct the subcontractor/driver on the following obligations:

I) when accepting the shipment from the sender for transport:

a) checking the compliance of the data contained in the consignment note or other transport document regarding the quantity or weight of the goods, their characteristics and numbers with the received shipment and the visible condition of the shipment and its packaging.

b) in the event of any discrepancies or objections as to the condition of the received shipment or its packaging, he is obliged to submit his comments to the consignment note or other transport document.

c) if it is not possible to compare the data on the consignment note with the received shipment or to assess its condition, he is obliged to include such information in the consignment note or other transport document.

II) when handing over the shipment to the person indicated in the consignment note as the recipient of the shipment:

a) checking whether the cargo is delivered to the place (address) indicated by the sender in the consignment note,

b) receiving a receipt bearing the recipient's signature and/or company stamp,

and if the recipient does not run a business, checking his/her data from the ID card or other identity document and acknowledging receipt with the recipient's signature.

#### [Rights and Obligations of the Parties]

XLVIII. In the case of organization of documents and customs procedures by MPR Cargo, the carrier undertakes to:

I. Deliver the cargo to the Customs Office of destination within the time limit set by the Customs Office and complete the transport procedure accordingly,

- II. The carrier undertakes to ensure delivery of the cargo to its recipient, which is specified in the documents accompanying the cargo,
- III. The carrier undertakes to ensure that the cargo is delivered exactly as specified in the shipment documents (composition, quantity and other characteristics),
- IV. The Contractor ensures that the cargo will be transported and delivered to the Customs Office of destination by the carrier and driver indicated in the order and CMR,
- V. The Carrier undertakes, in all circumstances, including but not limited to: in the event of an accident, vehicle breakdown, driver's medical condition, etc. that make it difficult for him to properly fulfill the obligations set out in I and II of this Agreement, to immediately notify the Principal by e-mail no later than within 12 (twelve) hours from the occurrence of such circumstances and to present to the principal documents related to such circumstances and documents containing justification of the circumstances within 24 hours from their occurrence,
- VI. The carrier/contractor, no later than within 3 (three) calendar days, undertakes to provide the client, at his request: CMR along with stamps of the customs offices of destination and receipt,
- VII. If the transit procedure is not completed, the Contractor undertakes to cooperate with the Principal in order to provide the Customs Office with all necessary information and evidence justifying the proper termination of the customs procedure,
- VIII. At the request of the Principal, the Contractor undertakes to immediately refund (compensate) all costs, expenses and losses incurred by the Principal if the transit procedure is not completed within the deadline set by the customs services,
- IX. The Client is entitled to receive all information related to the provision of services under this Agreement and related to the implementation of this Agreement,
- X. The Client is entitled to demand compensation from the Contractor for damage documented by appropriate documents, suffered by the Client due to improper provision of services.

If the Contractor fails to fulfill the obligation specified in point VI and does not provide a justified explanation why these obligations cannot be fulfilled, the Client is entitled to demand from the Contractor the payment of a contractual penalty in the amount of €200. The payment of the contractual

penalty does not release the Contractor from the obligations arising from point VI.

If the Contractor or a third party transporting goods on whose behalf the Customer has ordered services under this Agreement, delays in delivering the cargo to the Customs Office of destination and/or delays in the proper completion of the transit procedure for more than 3 (three) days, The Client has the right to demand that the Contractor pay a contractual penalty of 0.3% of the amount of the financial guarantee granted for each day of delay until the end of the transit procedure at the Customs Office.

The Contractor is fully responsible for the compliance of the information and documents he provides. The Contractor is fully liable for any losses incurred by the Principal due to the provision of incorrect documents or information, including administrative penalties imposed on the Principal's employees for incorrect transfer of information received from the Principal to the Customs Office.

The Contractor is fully liable for all costs, expenses and losses incurred by the Contractor in the event that: the Contractor fails to deliver the cargo or fails to deliver it on time using its own means or the means of third parties to the designated customs point and/ or to the recipient of the cargo, if an incorrect (incomplete) load will be delivered if the seal is broken or other violations occur.

The Contractor is in all cases responsible for the transport and delivery of the cargo to the designated Customs Office and/or the consignee indicated in the documents presented to the Contractor, regardless of which carrier and driver transported or should have transported the cargo, also regardless of the reason or circumstances due to which the cargo was not transported and delivered or was not transported to the designated Customs Office and/or consignee in a timely manner.

The Principal has the right to request in writing that the Principal pay an amount corresponding to the financial security provided plus 10% within 10 (ten) calendar days from the date of receipt of the request in each of the following cases:

- if it is obvious that the cargo will not arrive on time to the intended Customs Office or other place of destination and/or if for any other reason the transit procedure is not properly completed, including but not limited to: theft of the vehicle and/or cargo (or part thereof), loss, unauthorized

transshipment or exchange of cargo and/or passage, delay of the carrier in arriving at the Customs Office of destination for more than 14 days,

- if the customs authority, for any reason, asks the Client for payment for failure to fulfill the obligations by the Contractor.
- if it turns out that the Contractor (carriers employed by the Contractor) actually transported and/or delivered to the destination an inappropriate cargo (not the same cargo, not the same amount of cargo) than that specified in the cargo transport documents.
- if the Contractor does not provide the Customer with a copy of the CMR consignment note along with the indications of the Customs Office of destination and the cargo recipient about the cargo delivery within 3 days.

