

These General Terms and Conditions of Contracts (hereinafter referred to as the "GTC") establish binding rules for each forwarding order (hereinafter the "Order") - an order for the organization of domestic or international road transport of goods given by the client (hereinafter the "Order") to the company 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 the number 0000918265 (hereinafter referred to as the "Forwarder").

The Client and the Forwarder are hereinafter referred to jointly as the "Parties"

[General Regulations]

- I. On the basis of the Order, the Parties conclude a forwarding agreement under which the Forwarder undertakes, within the scope of his company's activities, to organize the transport of the goods indicated in the content of the Order.
- II. The parties undertake to respect all requirements imposed on the parties to the forwarding contract by the provisions of generally applicable law, in particular the provisions of the Civil Code.
- III. The Parties agree that to the extent not regulated by the Order and these General Terms and Conditions, the provisions of the General Polish Forwarding Conditions 2010, available among others, will apply directly. on the pages

Polish Chamber of Forwarding and Logistics at the link
<http://pisil.pl/opws-2010/>.

[Statements of the Parties]

- IV. The Forwarder declares that he has all the rights to perform the Order, including the necessary permits and licenses to perform the forwarding contract specified in the Order.
- V. The Customer confirms that the data contained in the Order, in particular data regarding the goods, are fully consistent with the actual

situation. The Client assumes full responsibility and releases the Forwarder from liability for the consequences of inaccurate, incomplete and incorrect data contained in the Order, in the accompanying documents, correspondence of the Parties or provided directly on the goods (e.g. weight, dimensions, properties, transport and storage conditions) .

[Forwarder's obligations]

- VI. The Forwarder undertakes to cooperate with the Customer on an ongoing basis and to provide the necessary substantive support in the course of the Order.
- VII. The Forwarder is obliged to inform the Customer about unplanned events and circumstances arising during the execution of the Order. In particular, the Forwarder is obliged to inform the Customer about events such as delays in loading or unloading, extraordinary weather and traffic events affecting the organized transport.
- VIII. The Forwarder, if necessary, is obliged to actively mediate in talks between the Customer and the carrier or a third party participating in the transport process.
- IX. The Forwarder undertakes the obligation to provide the Customer with the forwarding service specified in the content of the Order at the time and place specified in the Order. The Parties agree that the Forwarder is not responsible for fulfilling the obligation referred to in the above sentence if its fulfillment becomes objectively impossible due to extraordinary events beyond the Forwarder's control. Extraordinary events include, among others: extraordinary traffic and weather events, actions of public authorities, strikes, temporary suspensions of the activities of third parties. The Forwarder is also not liable if the fulfillment of all conditions of the Order was impossible due to the characteristics of the transport route, specific road traffic regulations in force in individual countries in which the transport takes place, and other specific regulations, including legal regulations regarding drivers' working time.
- X. In the absence of detailed instructions from the Ordering Party or difficulties in obtaining them, the Forwarder secures the interests of the Ordering Party at his expense, acting at his own discretion in the most favorable manner for the Ordering Party in choosing the route, means, conditions and methods of transport as well as storing and loading the

shipments, which will be communicated as far as possible. possibilities, he should inform the Client in advance.

- XI. In special cases, the Freight Forwarder has the right to stipulate that the execution of the Order will depend on obtaining appropriate permits, the availability of specific specialized equipment or the existence of appropriate conditions at the place of loading and unloading. Failure to meet the above conditions, unless it is caused by the Forwarder's fault, will entitle the Forwarder to withdraw from the Order, without the Customer being entitled to any claims in this respect. XII. The forwarder may carry out the transport himself. In this case, he has both the rights and obligations of the carrier.

[Obligations of the Principal]

- XIII. The Client is obliged to provide the Forwarder or the entity indicated by him with a set of documents necessary to complete the Order at each stage, including documents related to the completion of customs formalities. Failure to provide any documentation necessary for the proper execution of the Order will entitle the Forwarder to demand payment of the entire remuneration agreed in the Order, regardless of whether the forwarding service has been fully performed.
- XIV. The Ordering Party is obliged to notify the person indicated in the Order form as authorized to act on behalf of the Forwarder in the form of an e-mail or text message and in writing in the following cases and dates: a) at the time of delivery - when damage is detected during unloading, b) no later than 5 days from the date of delivery - in the event of damage not visible during unloading, c) no later than 14 days from the date of unloading - in the event of a delay in delivery. The Parties agree that failure by the Client to comply with the above procedure will result in the release of the Forwarder from any liability for the above-mentioned events.
- 15th The Customer is obliged to ensure proper packaging of the shipment, in particular to ensure that the packaging is properly secured during transport.
- XVI. When forwarding dangerous goods, the Customer should comprehensively notify the Forwarder of the properties of the cargo, the

degree and type of its danger, and its classification according to applicable regulations.

- XVII. The Customer confirms that the amount indicated in the Order is the entire remuneration of the Forwarder. Regardless of the Forwarder's remuneration, the Customer is obliged to fully cover all costs of executing the Order, such as: logistics costs (loading, reloading, unloading, costs of securing and preparing the transport route), public law costs related to the transport of liabilities to third parties.

18th century Before concluding the Order, the Customer is obliged to inform the Forwarder about the value of the goods if it exceeds the amount of _____. Lack of appropriate information releases the Forwarder from claims for damages exceeding the above-mentioned amount.

- 19th century The Ordering Party is obliged to provide any instructions and instructions not included in the Order only to the person authorized to act on behalf of the Forwarder in the content of the Order form. The forwarder is not responsible for carrying out instructions and instructions given to other people.

[Special Provisions]

- XX. Any changes to these General Terms and Conditions must be made by the Parties in writing under pain of nullity.
- XXI. If, during the execution of the Order, significant inconsistencies are revealed between the data contained in the content of the Order, which result or may result in difficulties in its execution or the need to incur additional material and intangible expenses, the Forwarder reserves the right to immediately withdraw from the Order. If the Forwarder withdraws from the Order as a result of the events described above, he will be entitled to the entire remuneration specified in the Order.
- XXII. If the Ordering Party withdraws from the Order for reasons not attributable to the Forwarder, the Forwarder will be entitled to remuneration in the amount of 50% of the remuneration agreed in the Order. Regardless of the remuneration, the Customer will cover all costs

incurred by the Forwarder in connection with the activities already performed by him.

- XXIII. The costs incurred by parking the vehicle at the place of loading/unloading, during customs clearance or by stopping the vehicle by road services, caused by any circumstances attributable to the Client, are agreed in advance by the Parties on a lump sum basis for _____ per each commenced day of parking. Regardless of the lump sum amount for the unplanned stoppage, the Customer undertakes to cover all other costs incurred by the Forwarder in connection with the delay, in particular resulting from the burdens imposed on the Forwarder by carriers, contractors and third parties.
- XXIV. The Forwarder's remuneration specified in the Order cannot be deducted from any claims of the Customer against the Forwarder. The Customer acknowledges that submitting a complaint or a claim for compensation to the Forwarder does not release him from the obligation to pay the Forwarder's remuneration.
- XXV. The Forwarder is not responsible for the Customer's *lucrum cessans* .
- [Responsibility]
- XXVI. The Client undertakes indefinitely not to undertake, in any form, direct or indirect cooperation with the Forwarder's subcontractors and not to undertake any activities aimed directly or indirectly at establishing cooperation with him. The obligation includes in particular all forms of cooperation or offers thereof to the Freight Forwarder's subcontractor (its employees, proxies, representatives, entities related personally or by capital) by the Principal (its 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. Breach of this obligation will entitle the Forwarder to demand from the Customer the payment of a contractual penalty in the amount of EUR 15,000.00 (in words: fifteen thousand Euro) for each disclosed case. The payment of the contractual penalty does not exclude the possibility of the Forwarder demanding compensation exceeding this penalty .
- XXVII. The Parties undertake not to disclose to any person information that constitutes the trade secret of the other Party within the meaning of the

Act on Combating Unfair Competition. Trade secret is understood primarily as information relating to the Parties (or entities associated with them) and the activities of the Parties (or entities associated with them), in particular any information of a technical, technological, legal, commercial or organizational nature, as well as information relating to relating to strategy, personnel, financial matters 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.

- XXVIII. The scope of the Freight Forwarder's liability in the event of loss, loss, damage to the shipment or delay in delivery while it was in his possession is limited by the Parties to the ordinary value of the shipment.

[Final provisions]

- XXIX. These General Terms and Conditions are binding on the Parties in their entirety, regardless of any unilateral changes or annotations by the Client.
- XXX. 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.
- XXXI. 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.

[STOP CLAUSE]

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

XXXIII. 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;

XXXIV. 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) responsibilities related to loading, reloading and unloading, including while waiting for these activities to commence;
- 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.

XXXV. Leaving the means of transport with the goods unattended is also not considered as 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 the care/supervision or on the premises of the transport base or other place of business. carrier performing the transport, provided that this place is separated, fenced, closed and lit at night, supervised 24 hours a day, equipped with devices blocking entry and exit, which prevent entry and exit of a vehicle without the permission of the supervisor.

XXXVI. In order to be covered by insurance under this contract, leaving the means of transport with the goods for the reasons specified in point XXXIV 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.

XXXVII. In order to be covered by insurance under this contract, leaving the means of transport with the goods for the reason specified in point XXXIV 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 XXXIV. lit. 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.

XXXVIII. 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.

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

l) 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]

XL. 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 Client has the right to request in writing that the Client pays an amount corresponding to the financial security provided plus 10% within 10 (ten) calendar days from the date of receipt of the request in any of the following cases: if it is obvious that the cargo will not reach the intended Office on time customs or other destination and/or if for any other reason the transit procedure is not completed correctly, including but not limited to: theft of the vehicle and/or cargo (or part thereof), loss, unauthorized transshipment or exchange of cargo and/or transit, 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.