

## **GENERAL SERVICE ORDER TERMS AND CONDITIONS OF CUSTOMER HEGELMANN TRANSPORTE SP.Z.O.O.**

Cargo transport and inter-relationships under these terms and conditions are regulated by the provisions of these terms and conditions, the Convention on the Contract for the International Carriage of Goods by Road (CMR 1956), the European Agreement on the International Carriage of Dangerous Goods by Road (ADR), the Civil Code of Poland and other national and international legislation regulating international road freight. In the event that the Parties arrange local cargo transport services, in addition to these terms and conditions and the legislation referred to in this provision, the relationship between the Parties, including the Contractor's responsibility, is also regulated by the mandatory national legislation of the country in the territory of which such local transportation is carried out.

### **1. GENERAL CONDITIONS OF CARRIAGE**

- 1.1. These general service order terms and conditions (hereinafter referred to as the "Conditions") apply to the provision of all carriage services and related services provided by carrier companies (Carriers). These Conditions, together with the cargo transportation agreement and/or Carriage Order, constitute the Agreement (hereinafter referred to as the "Agreement") under which the Customer orders and the Carrier provides Services.
- 1.2. The data regarding each separate carriage and the special instructions related to it (loading/unloading place, cargo dimensions, volume, weight, etc.), as well as any other necessary information shall be provided in separate Carriage Orders that form an integral part of these Conditions.
- 1.3. The Customer shall have the right to cancel or change an order without any compensation, penalty and/or other sanctions/liability 2 hours before the agreed time for the vehicle's arrival to the loading place.
- 1.4. The Customer shall not indemnify the Carrier for any additional expenses incurred by the Carrier upon crossing borders, unless such expenses are agreed on by the Parties in writing.
- 1.5. Re-loading of the cargo and/or re-attachment of a semi-trailer to another tow vehicle, as well as the simultaneous carriage of cargo unindicated in the order (foreign) without the Customer's written consent is strictly prohibited. The violation of these conditions may result in a fine on the Carrier in the amount of up to the value of one freight but not less than EUR 300.
- 1.6. The Carrier is strictly forbidden to transfer/sell the received Carriage Order to a third party without the Customer's written consent. In the event that an order is transferred/sold to a third party without the Customer's written consent, a fine in the amount of up to the value of one freight but not less than EUR 300 may be imposed on the Carrier.
- 1.7. In the event that the Carrier is not executing the carriage, but is outsourcing it to a third party at the Customer's prior written consent, the Carrier shall ensure that this third party meets and follows all requirements and instructions laid down in the Agreement.
- 1.8. The Parties agree that 24 hours (excluding non-working days and official holidays) are allocated to loading/unloading in the EU countries, while 72 hours (excluding non-working days and official holidays) are allocated to loading/customs procedures/unloading in third countries.

### **2. CARRIER'S RIGHTS, OBLIGATIONS AND LIABILITY**

- 2.1. The Carrier shall present a clean, leak-proof vehicle of the type indicated in the Carriage Order, without foreign smells, in good working order, fitted with the standard cargo and ADR (if required) fastening equipment (fastening belts, anti-skid mats, protective corners), suitable for the transportation of the cargo in question, and have all necessary transportation documents (valid CMR insurance, technical certificates,

- permits, etc.). In terms of the carriage of foodstuffs, the Carrier must fully comply with and execute the requirements laid down in all international IFS and HACCP standards regarding the transportation of such foodstuffs without the additional requirement form the Customer. The Carrier's vehicle must fully comply with the legal conditions of road traffic in all countries in which the carriage and related services will be provided.
- 2.2. For the transportation of ADR (hazardous) cargo the driver must have an ADR licence and all other required safety equipment, which it is obliged to present to the Carrier or Customer upon request. The vehicle must also be equipped for the transportation of hazardous cargo. In the event of a breach of any of this obligation, the Carrier shall be liable for the damage caused to the Customer.
  - 2.3. If the cargo requires a temperature regime specified in the Carriage Order the tow vehicle shall arrive to the loading place with the required temperature prepared in advance. The indicated temperature is to be maintained during the entire transportation process. Together with the transportation documents, the Carrier shall present a record of the temperature readings throughout the journey (thermo strip).
  - 2.4. When transporting all cargo, the Carrier must be in possession of Community authorisation and/or TIR carnet, a valid Carrier's civil liability insurance of at least the value of the cargo being carried and all other documents required for the proper and lawful transportation of cargo.
  - 2.5. The Carrier may, at its discretion, select a preferred route for the transportation of the cargo, unless otherwise specified in the Order. Having selected a route, the Carrier shall cover all additional costs incurred as the result of such decision at its own risk and expense.
  - 2.6. The Carrier shall regularly and in writing submit to the Customer information regarding the progress of the carriage, i.e., provide information on the arrival/departure times (submit GPS data if required), delays, issues during the loading/unloading of the cargo or other problems which occurred in the provision of the service. In the event that the Carrier knows that there is delay, issues during the loading/unloading etc. and the provision of the service will not be provided according to the Agreement, Carrier is obliged to inform the Customer immediately, but no later than within 2 hours from the moment the Carrier found out such information. In the event that the information regarding the progress of the carriage submitted is inaccurate/incorrect or delayed, the Carrier shall be fined in the amount of EUR 300.
  - 2.7. The Carrier (driver) is responsible for the loading, fastening and unloading of the cargo, and, in the event when it is done by the sender/recipient, the driver must be present during the loading, fastening and unloading of the cargo, confirm that the correct volume, weight, labelling and numbering of the cargo is indicated in the waybill, and examine the state of the exterior of the cargo and the packaging. If the cargo/packaging is damaged, there are discrepancies in the volume or it was loaded/fastened incorrectly, the Driver shall make substantiated remarks in the relevant transportation documents, take photographs or video recordings of the situation and immediately inform the Customer's contact person about all issues/problems (any notes in the waybill, defects to the cargo, damage, delays, downtime, improper loading, accidents, etc.) and continue action strictly according to the Customer's instruction.
  - 2.8. After loading, the driver shall submit the documents accompanying the cargo (invoice, EX1, CMR, certificates), their validity dates and their compliance with the cargo.
  - 2.9. The Carrier shall be liable for the damage to the cargo due to improper positioning and fastening of the cargo or overload on the axle if the total weight is within limits.
  - 2.10. The Carrier shall have the right to refuse to transport the cargo if it is improperly packaged, improperly loaded (in the event that it is loaded by the sender), the documents submitted are incorrect or there are other circumstances that may result in legal liability being applied to the Carrier. In this event the Carrier shall immediately inform the Customer's contact person about all issues/problems and continue action strictly according to the Customer's instruction.
  - 2.11. The Carrier shall not, on any basis, detain the cargo being transported, terminate its transportation, unless so directed by the Customer, or unload the cargo in another place than agreed under the conditions of the Order.

Upon the violation of this Condition, the Customer may claim from the Carrier a fine in the amount of EUR 1 000 (one thousand). The amount of the fine indicated in this provision is considered to be the minimum loss sustained by the Customer the amount of which the Customer shall not be required to prove. If the losses incurred due to the default of the Carrier are greater than the fine specified, the Carrier shall compensate these losses at the Customer's request.

- 2.12. The Carrier undertakes to submit a copy of the CMR waybill with the recipient's mark (signature and stamp) verifying the receipt of the cargo to the Customer via email or other means of communication not later than within 1 (one) business day from the date of the transfer of the cargo to the recipient, and to send all original transport documents (CMR waybills, cargo waybills, thermo strips, Euro-pallet replacement/non-replacement documents) to the Customer within 7 days. If the Carrier is late to submit the aforementioned documents within the agreed term and/or does not submit them, the Carrier shall pay a penalty in the amount of EUR 100 (one hundred) at the Customer's request, and/or the Customer shall have the right to withhold the payments due to the Carrier until the Carrier fulfils its undertaken commitments regarding the submission of the original documents. The Customer reserves the right to transfer the fines to the Carrier if such fines are imposed on the Customer by the clients due to the non-submission of documents in due time when these documents are not submitted within the period specified in this provision at the fault of the Carrier. The Carrier declares that such business practice is well known to it and, being a professional in the transport sector, the Carrier agrees to the specified conditions and accepts them to the full extent.
- 2.13. CMR waybill must be duly completed with the signatures and stamps of the sender, carrier and the recipient. The Carrier agrees that the obligation to submit CMR waybill with duly completed documents is the duty of the Carrier's driver. In the absence of the sender's/recipient's stamp and or the signature of the person responsible on the CMR waybill, as well as in the event that not all transportation documents are sent, the payment for the transportation may be withheld until all duly completed documents are received.
- 2.14. If the recipient of the cargo makes any notes in the CMR waybill regarding the state of the exterior of the cargo and/or the packaging, and/or the Carrier damages the cargo, and/or is late to pick-up/deliver the cargo, and the Customer receives a complaint from the Client on these grounds, the Customer shall have the right to postpone the payment for the transportation for the period of one year with effect from the date when the cargo was unloaded, i.e., for the period within which the Customer has the right to pursue a claim for damages and/or to offset homogenous counter-claims.
- 2.15. The Carrier shall ensure compliance with the requirements of the procedure for the working time and rest periods of the drivers and all international legislation, including the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport (AETR), Regulation (EC) No. 561/2006 of the European Parliament and of the Council as amended and relevant national legislation regulating the working time and rest periods of drivers. The Carrier guarantees that during the period when it operates its transportation services in the territory of a specific country and at the time of service provision, the Carrier shall pay to its employees at least the minimum wage as specified in the law of the country where the services are performed on the day of the provision of the services. The Carrier declares that it shall take all relevant action to ensure that both it and its subcontracting carriers fulfil their obligations under the requirements of the minimum wage law.
- 2.16. The Carrier shall pay at least the legal minimum wage in the country that is providing the transportation services. In terms of local cargo transportation, the Carrier is bound by the requirements laid down by Regulation (EC) No 1072/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international road haulage market and other national and international legislation in force in the country of local transportation regulating local and/or cabotage transportation.
- 2.17. The Carrier shall ensure that all its employees were, are and will be paid at least the timely and appropriate wages and other relevant benefits (daily subsistence allowances, holiday and overtime related allowances, etc.) as specified in the legislation of each relevant country where/through which the transportation in question is being conducted which regulates the minimum wage and the amount of other allowances in force at any given time,

and that other requirements regarding employment relationships (including the relevant requirements for the submission of reports, declarations and other documentation), health, safety and hygiene at work, in particular the protection of workers hired by temporary employment undertakings and equality of treatment between men and women and other provisions on non-discrimination were, are and will be duly followed.

- 2.18. Upon request, the Carrier shall provide proof that the requirements laid down in provisions 2.15 and 2.17 are being fulfilled. The Carrier undertakes to protect and indemnify Hegelmann transporte sp.z.o.o. from any claim from third parties based on the minimum wage law. This provision shall also apply in terms of claims from social insurance providers and the tax inspectorate. The Carrier also declares that it shall protect Hegelmann transporte sp.z.o.o. from all financial penalties which may be imposed for any violations of the provisions of the minimum wage law and/or other legislation regulating employment relations.
- 2.19. The Carrier shall inform the driver that the driver is obliged to make a photocopy of all completed documents (CMR waybill etc.), in case of loss of documentation during transport.
- 2.20. The Carrier shall provide the Customer with a telephone contact for the driver providing the transportation. The Carrier shall inform the Customer without undue delay if the Carrier entrusts another driver to provide the transport and provide the Customer with information about the new driver necessary to contact him.
- 2.21. If the carriage goods are not delivered to the recipient on the first attempt for reasons other than on the part of the Carrier, the Carrier shall make a second attempt at delivery, usually the following day. If the carriage goods fail to be delivered on the second attempt for the same reasons, the Carrier shall immediately request instructions from the Customer.
- 2.21. The Carrier agrees that any lien and/or retention rights of the Carrier to the carriage goods are expressly excluded.

### **3. OTHER CONDITIONS OF CARRIAGE**

- 3.1. In the event that the Carrier does not provide a vehicle to the Customer/cancels the order, the Carrier shall pay a fine in the amount of 20% of the agreed carriage price but not less than EUR 200 and/or pay for the damage caused as result. The amount of the fine indicated in this provision is considered to be the minimum loss sustained by the Customer the amount of which the Customer shall not be required to prove.
- 3.2. In the event of late arrival to the loading/unloading place, the Carrier shall pay to the Customer penalties in the amount of EUR 35 for each hour of delay, but not more than EUR 350 for each day of delay, or cover the losses incurred by the Customer.
- 3.3. The Carrier shall arrive to the loading/unloading place at the time specified in the Carriage Order or, if the particular time is not specified, before 9 a.m. local time. If the Carrier fails to arrive to the loading/unloading place at the specified time, the Customer does not guarantee the loading/unloading of cargo in 24 hours. In the event of delay in the arrival to the loading place, the Customer may at any time cancel the order, seek for another vehicle for the carriage, claim the difference between the carriage prices from the Carrier and not indemnify the Carrier for any losses it sustained due to the delay in the arrival to the loading place and/or the cancellation of the order.
- 3.4. All communication, agreements and notices under this Agreement shall be conducted in writing and executed via electronic means of communication (email, electronic freight exchange platforms, Skype and/or other websites, etc.) or sent to the addresses of the Parties. Unilateral deletions and/or any additions to the Agreement made by hand are not valid and have no legal power.
- 3.5. The Carrier shall be responsible for sufficient proof of TARE replacement or non-replacement during loading and unloading. Irrespective of whether tare replacement was arranged or not, the Carrier must receive a clear and unambiguous confirmation from the loading and unloading place on the CMR or Euro-pallet waybill. In the event that the Carrier violates the order instructions to replace the tare at the loading place, the Carrier shall return the tare in good state to the loading place or a place specified by the Customer within 14 days after the date of order completion. This requirement is compulsory when the cargo is being transporter on Euro-pallets

(EU-PAL), Dusseldorf pallets (DD-PAL), H1 pallets, E1 boxes, E2 boxes or gitter boxes (Gi-Box). If the Carrier does not provide properly filled out documents regarding the replacement or non-replacement of tare, the Carrier shall be issued an invoice in the amount of EUR 15 per Euro-pallet, EUR 10 per Dusseldorf pallet, EUR 12 per E1 box, EUR 12 per E2 box, EUR 100 per H1 or Gi-Box and EUR 35 administrative fee.

- 3.6. When cargo is transported on/in EU-PAL, DD-PAL, H1-PAL, E1 boxes, E2 boxes or Gi-Box and the instructions are to take the empty tare from the unloading place, the driver shall request only such tare that is suitable for replacement (bright and not broken). In the event that there are any issues regarding such replacement and/or the driver does not understand what is written on the document, as well as in all other cases where there is any note or stamp on any of the carriage waybills, the Carrier shall immediately inform the Customer by telephone and/or email. Upon the failure to inform the Customer in the cases described in this provision, all associated risk and liability for the consequences falls to the Carrier.
- 3.7. The carriage price (freight) shall be indicated in the Carriage Order and shall include all other expenses related to the carriage that may be incurred by the Carrier, including, but not limited to, expenses for fuel, wages in all relevant jurisdictions, road taxes, exchange rate fluctuations, additional equipment required for the transportation and/or fastening of the cargo, permits, licences, insurance etc., with the exception of costs agreed on by the Parties in the Carriage Order or in writing.
- 3.8. The Customer has the right to unilaterally set off the financial claims caused by the Carrier's actions or omissions arising from these Conditions or the Contract of Carriage and which the Customer has the right to demand compensation
- 3.9. In the case of cabotage transport within the territory of Germany (national cargo transportation inside the Federal Republic of Germany) conducted by the Carrier, a fine in the amount of up to 40 SDR units per 1 kg of lost and/or otherwise damaged cargo shall be imposed on the Carrier.
- 3.10. When carrying out cargo transportation and separate carriage orders under these conditions, and in order to ensure the safety of the cargo, the drivers of the Carrier shall only use secure parking lots for rest stops over 45 minutes in length.

#### **4. FINAL PROVISIONS**

- 4.1. For any direct contact with the client, the Carrier shall be fined in the amount of EUR 10 000.
- 4.2. The fines and penalties referred to in this Agreement are considered to be the minimum losses agreed on by the Parties in advance the amount of which they shall not be required to prove. Payment of any contractual fine does not terminate the right to the full compensation for the damages.
- 4.3. The Conditions apply to each and any Carrier who provides either systematic or continuous transportation services and the Carrier who receives/carries out one-off orders.
- 4.4. The terms and conditions of this Agreement were arranged via means of electronic correspondence, and the Parties to the Agreement are aware of and understand them. These conditions are verified by the carriage order by both Parties and are considered to be the original document.
- 4.5. Any disputes, claims or disagreements arising out of or related to these Conditions, as well as violations shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement, the disputes shall be resolved in the courts of city of Częstochowa (Poland) under the law of the Republic of Poland (lex fori) depending on the amount of the dispute and it is agreed as a special clause of jurisdiction for disputes arising from the application of the CMR Convention.
- 4.6. Terms of payment: 45 days after the receipt of the invoice and all documents related to the transportation (original CMR waybills, thermo strip, etc.)

- 4.7. The Customer is exclusively competent for all issues related to the determination of civil liability and claims administration. For the administration of the claim case, which occurred due to the fault of the carrier, a damage administration fee of EUR 35 will be added and it should be paid together with the direct and indirect losses.
- 4.8. The Parties shall protect mutual agreements, conditions of this Agreement and correspondence between the Parties, not disclose or disseminate them to any third parties, and consider them a commercial secret which may be disclosed only in the cases laid down by law.
- 4.9. The Customer is entitled to modify these Conditions. The Customer publishes the amendment to these Conditions on the website
- 4.10. If any provision of these Conditions is or becomes invalid or ineffective, it will be replaced by a provision that comes as close as possible to the meaning of the invalid provision. The invalidity or ineffectiveness of one provision will not affect the validity of the remaining provisions.
- 4.11. The Customer especially considers confidential information to constitute all information associated with services provided under the Agreement; furthermore, this also involves any information on employees, partners and business partners of the Parties; description of technological procedures, know-how and information on transporting goods and of the Parties; the Parties' pricing policy; all the communications and negotiations between the Parties, which they are interested in keeping, including any negotiations and communications prior to the conclusion of the Agreement; the existence of any negotiations between the Parties and the contents and results of said negotiations; any personal data according to the applicable legal regulations; any documentation in any form, no matter whether in tangible form or presented orally; any information which is subject to banking secrecy and data secrecy in compliance with the laws of Poland; any information received from an entity other than the other Party, provided any such information constitutes confidential information in line with the Agreement.
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