

## **GENERAL CONDITIONS FOR CARRYING OUT TRANSPORT ORDERS FOR**

### **4 PARTNERS POLSKA SP. Z O.O. WITH ITS REGISTERED OFFICE IN SOSNOWIEC**

For the purpose of executing the contract of carriage, 4 PARTNERS POLSKA Sp. z o.o. with its registered office in Sosnowiec - ul. Stawowa 4, 41-200 Sosnowiec, tax identification number (NIP): 9542705026, registered in the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000361802, share capital PLN 55,000 as the Ordering Party acting on behalf of its Contractor, hereby commissions the Carrier to perform the contract of carriage, described in detail in the Transport Order, under the conditions specified below.

#### **1. General principles for the Transport Order**

- 1.1. In accordance with Art. 66(1) § 4 of the Civil Code, the Transport Order sent to the Carrier is not pursuant to Art. 66(1) § 1-3 of the Civil Code. The offer to conclude a contract of carriage on the terms specified in the Transport Order and the provisions specified below may only be concluded without reservations. If any changes are made in the content of the Transport Order or the confirmation of acceptance of the Transport Order is made conditionally, the Transport Order shall be deemed not to have been submitted.
- 1.2. The contract of carriage is considered to be concluded when:
  - a) The Carrier submits a written confirmation of its conclusion to the Ordering Party's address.
  - b) The Carrier submits a written confirmation of its conclusion to the Ordering Party's e-mail address.
  - c) The Carrier confirms its conclusion by fax sent to the Ordering Party's fax number.
  - d) The Carrier does not submit a declaration of refusal to accept the Transport Order within 30 minutes of its receipt.
  - e) The Carrier begins to perform the contract immediately.
- 1.3. The Ordering Party is entitled to change the terms of the Transport Order after its acceptance by the Carrier. The Carrier's failure to immediately refuse to perform the contract on the changed terms and send the written refusal to the Ordering Party's e-mail address or by fax shall be treated as consent to perform the contract based on the changed terms of the Order.
- 1.4. The Carrier hereby declares that at the time of accepting the Transport Order and during the term of the Order, the Carrier has a valid Carrier Civil Liability insurance (understood as insurance containing, among others, the lack of exclusion of the insurer's liability for any damage resulting from the execution of the order related damage, shortfall or loss of goods, disappearance or theft of goods as well as the lack of exclusion of liability for protection of the type of goods accepted for carriage as specified in this Transport Order) and the amount of cover with the value corresponding to at least the value of the goods accepted for carriage. Upon each request of the Ordering Party, the Carrier is obliged to provide a policy confirming the conclusion of the insurance contract referred to in the preceding sentence and a license for domestic or international transport.
- 1.5. By accepting a Transport Order, involving the carriage of the goods indicated therein, the Carrier hereby declares that:
  - a) the Carrier is an entity professionally engaged in transport activities;
  - b) the Carrier has the knowledge and experience related to providing transport services, and guarantees the performance of the ordered service with due diligence in accordance with the content of the Transport Order as well as in accordance with the applicable law, in

particular the rules and regulations of road transport, road traffic regulations, and in accordance with the provisions of law specifying the working conditions of drivers as well as the adopted standards and rules for the provision of transport services for the goods covered by this Order, while upholding the interests of the Ordering Party and its Contractor;

- c) the means of transport used to execute the Transport Order meet all technical conditions required by the law and are equipped with all devices required by the law on the date of the contract of carriage. The means of transport provided for loading are appropriate in terms of load capacity and the requirements specified in the Transport Order, and their cargo space is properly protected against possible damage to the goods and exposure to the adverse effects of external conditions, including weather and environmental conditions during the performance of the contract of carriage;
  - d) when performing the contract of carriage, the Carrier shall follow the instructions of the Ordering Party and the persons appointed by the Ordering Party;
  - e) the Carrier is liable for the activities of subcontractors as for its own actions and omissions if the activities were entrusted upon the Carrier's request and choice. The entity performing the Order on behalf of the Carrier (subcontractor) is required to have at least the same qualifications as the Carrier.
- 1.6. The Carrier may not entrust the execution of the Transport Order to subcontractors without the Ordering Party's written consent or sent by e-mail or fax.
- 1.7. The Carrier, its subcontractor or representative (driver) shall be fully liable for the correct loading (if the loading of the goods is directly indicated in the Transport Order) and distribution of the goods in the cargo space. The Carrier is also obliged to check whether the weight of the goods is consistent with the information provided in the Transport Order. Should any defects, shortages, discrepancies, inconsistencies, or any irregularities occur during loading and distribution of the goods in the cargo space, including the correct pressure on the axles of the vehicle and the weight of the goods, the Carrier is obliged to immediately inform the Ordering Party, make an appropriate entry in the consignment note, and obtain a written confirmation from the loader.
- 1.8. The Carrier is obliged to provide the Ordering Party with constant communication with the driver engaged in the transport, to enable monitoring of the current location of the means of transport upon each request, including direct contact to the driver.

## **2. Rules for payment for the completed Transport Order**

- 2.1. The amount and date of payment for the correct execution of the contract of carriage performed by the Carrier for the Ordering Party's Contractor are each time specified in the Transport Order.
- 2.2. After the execution of the contract of carriage, the Carrier is obliged to attach to the VAT invoice the original of the correctly filled in consignment note or other documents listed in the consignment note (delivery lists, WZ, non-compliance reports, damage reports, etc.) Failure to send the original documents by the Carrier together with the VAT invoice will result in withholding the payment of the VAT invoice until the said documents are delivered.
- 2.3. The Carrier is obliged to stop for 24 hours after the scheduled time of loading or unloading the goods. If the Carrier is required to perform a stop service for more than 24 hours in connection with the Order, the Ordering Party will be obliged to pay the Carrier a remuneration in the amount of EUR 40 for each subsequent full day of stop.
- 2.4. The Carrier is obliged to provide the Ordering Party with a VAT invoice along with the documents indicated in point 2.2 within 14 days from the date of the service.

- 2.5. The Carrier may not transfer any claims arising from this contract to a third party (prohibition on transfer) unless the Ordering Party agrees to transfer such claims in writing under pain of nullity.
- 2.6. Any additional costs of the Carrier related to the execution of the Transport Order may be reimbursed only upon prior approval by the Ordering Party.
- 2.7. The Carrier agrees that the Ordering Party may deduct from the due remuneration all due damages, contractual penalties, and other charges resulting from this Order and related to its execution for which the Carrier is responsible.

### **3. Contractual penalties and the right of withdrawal**

- 3.1. In the event that the Carrier entrusts the performance of the contract of carriage to subcontractors without the Ordering Party's written consent, or performs additional loading or reloading to another means of transport without the Ordering Party's knowledge, the Ordering Party is entitled to charge the Carrier with a contractual penalty in the amount of 100% of the freight and, if the resulting damage exceeds the value of the reserved contractual penalty, the Ordering Party may seek damages from the Carrier. In particular, the Ordering Party is entitled to charge the Carrier with the amount of damages imposed on the Ordering Party by the Contractor for additional loading or reloading to another means of transport, despite the Ordering Party's express reservation in the Transport Order about the lack of consent to performing such actions by the Carrier.
- 3.2. In the event of non-performance or improper performance of the obligations specified in the contract, in particular those indicated in point 1.5, the Carrier undertakes to pay the Ordering Party a contractual penalty in the amount of 100% of the freight. The Ordering Party is entitled to seek damages on general terms if the amount of the damage exceeds the contractual penalty.
- 3.3. The Carrier is liable to the Ordering Party and its Contractor for any damage resulting from the execution of the Transport Order, in particular for any damage to the goods arising from the moment of accepting the goods for transport until its release, as well as for any damage resulting from incorrect completion or loss of documents (consignment note), delays in loading or unloading longer than 2 hours, as well as in the delivery of goods, total or partial loss, damage or shortage of goods. Failure to comply with any conditions of the Transport Order, and in particular delay in its execution or failure to deliver at the place and time indicated by the Ordering Party, gives the Ordering Party the right to charge a contractual penalty in the amount equal to the damage done to the Ordering Party's property. In the event of the Carrier's failure to comply with the terms of the Transport Order in the scope of delays in the loading or unloading of the goods for more than 2 hours, and failure to arrive at the place and time indicated by the Ordering Party in the transport order, the Carrier assumes extended liability pursuant to Art. 473§ 1 of the Civil Code. In addition to charging a contractual penalty, the Ordering Party reserves the right to seek damages in excess of the amount of the reserved penalty.
- 3.4. Any information included in the Transport Order and obtained by the Carrier during the provision of the service is confidential and constitutes the Ordering Party's business secret. If the Carrier breaches the principle of confidentiality, the Carrier shall pay the Ordering Party a contractual penalty in the amount of PLN 50.000,00. If the Ordering Party's damage exceeds the value of the contractual penalty, the Ordering Party shall be entitled to seek damages from the Carrier on general terms.
- 3.5. The Carrier undertakes to refrain from any cooperation with the Contractors of the Ordering Party (non-competition), this prohibition includes in particular the prohibition to conclude

contracts of carriage, forwarding contracts, or other contracts of a similar nature with the Contractors of the Ordering Party as well as any other contracts for the performance of any services for the Contractors of the Ordering Party. This prohibition applies to the Carrier during the cooperation with the Ordering Party as well as within 2 years from the last Transport Order given to the Carrier. If the Carrier breaches the non-competition clause, the Carrier shall pay the Ordering Party a contractual penalty of PLN 10.000,00. In addition to charging a contractual penalty, the Ordering Party reserves the right to seek damages exceeding the amount of the reserved penalty, if the Ordering Party's damage exceeds the amount of the reserved contractual penalty.

- 3.6. During the term of the contract, the Ordering Party has the right to withdraw from the contract of carriage if the Carrier breaches any of its obligations resulting from the terms and conditions herein, in particular, if the Carrier fails to comply with the conditions specified in the Transport Order, including a delay in the execution of the contract and a provision of an inoperative or incorrect means of transport, while reserving the right to charge contractual penalties in the amount indicated in point 3.2.

#### **4. Final provisions**

- 4.1. These terms and conditions of the contract of carriage constitute an integral part of each Transport Order issued by the Ordering Party.
- 4.2. Any disputes arising in connection with the execution of the contract of carriage will be dealt with by common courts competent for the city of Dzierżoniów.
- 4.3. In matters not covered by this contract, the provisions of the Civil Code and the provisions of the Transport Law (in the case of domestic transport) and the provisions of the CMR Convention (in the case of international transport) shall apply.
- 4.4. The General Terms and Conditions may be changed at any time and does not require the consent of third parties for its validity. The change of the General Terms and Conditions comes into force with their publication on the website [www.4partners.com.pl](http://www.4partners.com.pl)