



GENERAL TERMS OF FREIGHT FORWARDING ABL Transport i Spedycja (Transport and Freight Forwarding) Sp. z o.o.

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I. Validity of commissioning contract.

- 1.1. The Agreement shall be deemed as valid (effectively concluded) if the contractor does not report a written objection within 30 minutes of receiving it (display of the recipient's screen or printout of fax report) against the given conditions.
- 1.2 A correctly reported objection shall mean returning a received order bearing a note "reversal", a stamp, a legible signature, date and hour.
- 1.3 Accepting an order shall be deemed as approval of all the terms and conditions of performing it. Unilateral changes of the sent terms and conditions as well as sending own confirmation, which alters these terms and conditions shall not produce any legal effects.
- 1.4 An order reversal issued by the ordering party after the stipulated 30 minutes shall empower the ordering party to rent a replacement means of transport. In such case the contractor shall cover the costs of renting an alternative vehicle less the previously agreed transportation charge.
- 1.5 Before completing an order the contractor shall send a copy of an adequate transport licence as well as an insurance policy with a premium payment confirmation to the indicated e-mail address.
- 1.6 Minimum carrier's liability insurance amounts are: USD 100,000 for domestic transport, USD 300,000 for international transport and USD 500,000 for cabotage.

II. Order completion.

- 2.1 The Contractor hereby declares that it holds appropriate qualifications to correctly perform an order and undertakes to observe all the provisions governing the issues of transport effective in the countries, where the transport is performed.
- 2.2 Correct order completion shall be deemed as conveying a means of transport indicated in the order (a driver with a minimum of 4.5 hours' driving time and a minimum of 6 hours' working time) in an agreed location and at an agreed time, supervision of loading, securing the cargo, transport and delivery to an agreed destination at a given time (date and hour).
- 2.3 From the moment of loading the Ordering Party assumes full responsibility for the cargo entrusted for transport, and in particular, for its loss or damage.
- 2.4 Any discrepancies between the order and the actual status (in particular, quantities, type and condition of the cargo as well as delivery address) should be reported immediately.

2.5 It is forbidden to subcontract performance of the service to third parties without the ordering party's consent. In case the ordering party gives its consent to

having the transport performed by third parties the contractor shall become fully liable for actions of such third parties.

2.6 The means of transport cannot remain unsupervised during transport.

2.7 Adding loads and reloading is possible only with the ordering party's express written consent.

III. Impediments in performing the order.

3.1 Stopover

3.11 The Ordering Party reserves 24 hours free from any costs calculated from the moment of leaving a vehicle

for loading or unloading. For UE forwarding this period shall be extended to 48 hours. Public holidays

shall not be included in the duration of stopover.

3.12 The Ordering Party shall not be liable for stopover at country borders and waiting for customs clearance.

3.13 Costs of stopover after expiration of the indicated period shall be calculated as follows: PLN 10 per every hour

for the first 6 hours, then PLN 100 per day in case of domestic transport; for complete cabotage and international transport

(FTL) EUR 5/h for the first 6 hours, then EUR 6 per day; for partial loads, respectively, EUR 2/h

up to 6 hours, then EUR 40 per day.

3.14 Only a stoppage card confirmed (seal and signature) by an issuer or recipient shall be deemed as a condition for recognizing

stopover costs. Stopover costs calculated based on GPS printouts or tachographs SHALL NOT BE RECOGNIZED.

3.2 Order reversal

3.21 The ordering party shall not incur any additional payments for order reversal before the loading date.

3.22 Cancelling an order after conveying a vehicle might empower the ordering party to demand compensation in amounts

not exceeding PLN 100 for domestic transport, EUR 50 for complete cabotage and international transport

and EUR 20 for partial cabotage and international loads. The compensation shall be paid only

after attaching a document stating correct conveying of a vehicle - that is, a CMR or a stoppage card confirmed by the loader

to the NOTE (not the VAT invoice).

3.3 Delay

3.31 In case of a delay of a vehicle for loading or unloading the ordering party reserves the right to charge a contractual penalty in the amount of:

PLN 500 within the country and EUR 200 abroad. The penalty shall not require documentation of the incurred costs.

3.32 If the loading or unloading date has been indicated as fixed in the order, the penalty shall increase

threefold.

3.22 In case the delay has produced damages exceeding the given amounts, the Ordering Party reserves the right to recourse

up to the full amount of the damages suffered. In such case the costs need to be documented.

#### 3.4 Damage in transport.

3.41 The Contractor undertakes to cover the full amount of damages it has caused while the cargo was supervised by it.

3.42 Covering the costs shall be deemed as covering any costs incurred by the Ordering Party as a consequence of the Contractor's actions.

In case of a damage the ordering party reserves the right to secure resources for payment of damages

from the transportation charge previously earned by the Contractor.

3.44 The Contractor gives its consent to the Ordering Party's declaration of damage from its policy and undertakes to cooperate

with it so as to pursue the injured entity's claims as soon as possible.

3.45 If the insurer refuses to pay the damages for formal or other reasons, this shall have no effect on

the requirement to satisfy the claim.

#### IV Contractor's remuneration.

4.1 The amounts agreed in the commissioning contract are NET amounts.

4.11 In case of amount stated in PLN currency, it should be increased by 23% VAT.

4.12 In case of forwarding in EUR the freight shall be calculated ACCORDING TO THE MID-RATE OF THE NATIONAL BANK OF POLAND

ANNOUNCED ON THE DAY PRECEDING THE DATE OF UNLOADING and the amount shall be increased by 23% VAT.

4.13 If the ordering party has registered business activity outside of the Republic of Poland, the amount laid down in PLN or EUR is

definitive and should not be increased neither by Polish tax nor by tax effective in the Ordering Party's country.

4.14. The invoice payment term shall be indicated from time to time in a forwarding order and always calculated as from the date it was delivered to the

ordering party's headquarters.

4.15 The documents necessary for making a settlement should be delivered within 10 days after finishing the service.

Going beyond this deadline shall result in exceeding the payment term by additional 30 days.

4.16 An invoice needs to include an order date and number, a number of transporting vehicle, date of loading and date of sale.

4.17 A correctly issued invoice NEEDS to include original documents confirming timely and damage-free

order completion, and in particular, 2 copies of CMR and a minimum of 1 copy of specification for international transport

as well as a national consignment note and specification in case of domestic transport.

4.18 An invoice without the required documents shall not be entered into accounts. A 5-day deadline shall be set for

the Contractor to supplement the missing documents. After that deadline the invoice shall be returned.

#### V. Dispute resolution.

5.1 This agreement shall be governed by the provisions of Polish law concerning transport and freight forwarding, in the following order: OWS ABL Transport i Spedycja,

the Polish General Forwarding Rules, the Civil Code and the provisions of the CMR Convention.

The Parties shall seek to resolve any disputes arising with respect to completion of the agreement amicably.

5.2 In case reaching a compromise by way of negotiations is not possible, the parties shall designate a Common Court of Law having jurisdiction over the ordering party's headquarters to resolve the dispute.

Drawn up by: ABL/Siemianowice Slaskie July 20th 2016