

General Terms and Conditions for Transport Services („OWUP”)

Polonia Logistyka sp. z o.o. with its registered office at ul. Kwiatkowskiego 1 (42-300), entered into the Entrepreneurs Register by the District Court in Częstochowa, 17th Commercial Division of the National Court Register under NCR no.: 0000227372, NIP [Tax Id. No.]: 5771805193, REGON [Business Statistical No.]: 151544303, hereby commissions road transport services of goods in domestic and international transport under valid regulations, in particular under Transport Law of 15th April 1984, Convention on the Contract for the International Carriage of Goods by Road of 19th May 1956 (CMR), hereinafter referred to as CMR Convention, and under these General Terms and Condition for Transport Services, hereinafter referred to as OWUP.

GENERAL PROVISIONS

1. The Service Provider concluding the transport agreement with the Ordering Party agrees to provide transport services based on this OWUP, which constitutes general terms and conditions of agreements in the meaning of provisions of the Polish Civil Code.
2. Any deviations from the wording of OWUP require approval of the Ordering Party expressed in writing or else shall be null and void.
3. OWUP shall be available in the registered office of the Ordering Party and under the website address: https://polonialogistyka.pl/wp-content/uploads/owup/owup_en.pdf .

What is more, content of OWUP shall be sent to the Service Provider along with the transport order to the e-mail address indicated by the Service Provider. Any amendments to OWUP shall be made available in the manner defined in previous sentence.

4. The Service Provider confirms the acceptance of the transport order sending e-mail message accepting the order to the address indicated by the Ordering Party, as well as in a way of “silent acceptance” undertaking execution of the transport within 30 minutes from receipt of the e-mail message with the order on the electronic device of the Service Provider. The above is confirmed by the receipt of the transport order by the Service Provider and his familiarization with the wording of these OWUP. The Service Provider hereby accepts application of provisions of these OWUP.
5. Should the Contractor accept and not complete an order, the Employer shall charge the Contractor with thus incurred damage, for example by requesting the contractual penalty to be borne by the Contractor.
6. Goods transport order may only be accepted without any reservations accepting any and all provisions defined by the Ordering Party.
7. The Parties hereby agree that any and each person sending, receiving, and accepting the order (consisting of the transport agreement) shall be authorized to conduct such activities for the Ordering Party or the Service Provider. A Party hereby undertakes to immediately inform the other Party in writing on any and all changes of persons authorized to contract obligations on a given Party’s behalf.
8. Shipment or goods shall, in OWUP, also mean their packaging.

DETAILED PROVISIONS RELATED TO TRANSPORT

9. The Contractor is obliged to cooperate in realisation of transport, including informing the Employer about the date and hour of loading and unloading, otherwise the amount of 25 euro shall be deducted from the freight rate (remuneration for transport).
10. The Service Provider is not allowed to make any added load/reloading, or depalletize goods, as well as break the packaging.
11. Loading/unloading from the ramp. Unloading is only possible when goods are placed for unloading at the back of the vehicle/semi-trailer.
12. The Service Provider shall indicate the order number on the VAT invoice issued for transport – it is the condition for the Ordering Party to approve the invoice.
13. Vehicle used for transport, delivered to the loading place, shall be clean, dry, hermetical, free of any foreign odour, and adjusted to the type of goods transport defined in the order. In the case the vehicle delivered fails to meet the above-mentioned conditions, it shall be considered as failure to deliver vehicle for transport.
14. The Service Provider shall make sure that the documents received in the place of loading are original and correctly issued /VAT invoice, goods origin certificate, EUR1/.
15. In the case of any difficulties in the process of order execution, the Ordering Party should be immediately notified to the phone number of the ordering person indicated at the end of the order, or else the Party shall not be entitled to invoke to the said circumstances in the case of failure to execute or insufficient execution of transport, unless mandatory provisions of law state otherwise.
16. In the case of demurrages for loading/unloading, the Service Provider shall be obliged to present the confirmed demurrage card. 24 hours during loading and 24 hours during unloading are not subject to demurrage costs, as well as Saturdays, Sundays and statutory holidays in the country of demurrage.
17. The Ordering Party accepts documented costs of demurrage in the amount up to EUR 100 for each day above the time free of any demurrage costs. We shall not accept any other costs resulting from the demurrage of the Service Provider's vehicle.
18. At the acceptance of the shipment for transport, the Service Provider shall assume any and all liability for its loss, defect or damage. The Service Provider shall, at the acceptance of the shipment for transport, check if the shipment is compliant with the sender's statements included in the waybill (condition of the shipment, its packaging, etc.), and if provisions regarding goods admitted for transport under specific conditions are met. In the case of no reservations, it is considered that the goods along with the packaging was released to the Service Provider in proper condition. In the case of any damage during transport, the Service Provider shall be obliged to immediately draw up a written protocol signed by his driver and the sender or the recipient of the shipment, as well as is obliged to immediately inform the Ordering Party on any reservations or damage, and next he shall submit the protocol to the Ordering Party. In the case Service Provider fails to draw up the protocol on the above-said circumstances, and fails to inform the Ordering Party, the Service Provider hereby agrees to cover any and all costs related to the damage incurred during transport.
19. The Service Provider shall maintain civil liability insurance amounted to minimum EUR 50,000 and license (proper permit) to execute international and domestic transport, which shall be valid from the date of transport order acceptance till the transport completion date.
20. In case of providing a vehicle for loading or unloading untimely, the Contractor shall be charged with damages incurred by the Employer,

21. In case the Contractor fails to provide a vehicle (mean of transport) for loading the goods, the Employer is entitled to contract the transport order to another party at the Contractor's expense and demand a repair of the damage in this respect.
22. Transport road shall be determined by the Service Provider considering requests of the Ordering Party.
23. In all other cases of improper performance of transport order, not settled in the remaining stipulations of OWUP (General terms and conditions of performing transport services), inter alia: causing a loss, diminution or damage to the transported goods, the Contractor shall be charged with the damage incurred by the Employer. a
24. Improper (not in line with the conditions determined in the written transport order), or untimely performance of the transport order shall cause stop of all payments for the Contractor until the issue is explained, no longer than 30 days. The above signifies that the payment term for the transport shall be automatically postponed by the above mentioned period.
25. The Contractor is obliged to issue a VAT invoice not later than within 14 days from the date of transport service completion and to deliver it to the Employer with the originals of transport documents within 21 days from the date of transport completion, otherwise the freight rate (remuneration for transport) shall be reduced by 20%.
26. The Parties mutually agree that the Contractor is entitled to full remuneration for the transport (the freight rate) if the order of transport service is performed correctly, including delivery of the VAT invoice within the deadline indicated in item 25, otherwise the freight rate shall be reduced by the amount equal to the damage borne by the Employer and resulting from not receiving the VAT invoice on time (e.g. contractual penalty imposed on the Employer by their Customer or the costs related to the tax settlement). After 3 months from the date of transport service completion the freight rate (remuneration for transport) shall be additionally reduced by 50%
27. In the case VAT invoice for execution of transport is delivered to the Ordering Party after 2 months of the transport service completion, freight (remuneration for transport) shall be decreased by 50%, and after 3 months by 80%.
28. It is forbidden to execute orders for entities cooperating with the Ordering Party, including those indicated in this order (entity from the loading and unloading place, and importer/exporter of goods), as well as it is forbidden to communicate with them, e.g. send them commercial information or offers without the agency of the Ordering Party. In the case this provision is violated, the Service Provider shall be charged, at the discretion of the Ordering Party, with contractual penalty, as follows: twenty fold of the freight value from this order or 20% of the value of the Ordering Party's turnover with a given company during last 12 months calculating backwards from the date of violation.
29. The Parties to the transport or carriage agreement hereby state that they are VAT taxpayers.
30. In the case of change or adding additional place of loading or unloading for goods, or necessity for the vehicle to return to the loading/.unloading place in course of the transport order execution, the Service Provider shall be obliged to execute the order according to the request of the Ordering Party, and the Ordering Party shall in such a case, accept cost for each additional loading kilometer according to the following key: 1.5t – 0.35 EUR/km, vehicle, 3,5t-0.5EUR/km, vehicle 6t/0.6EUR/km, 24t/0.85EUR/km.
31. The Ordering Party shall bear no other additional costs related to the Agreement (conclusion, execution, change during the process of execution, etc.), unless it results from provisions of law.

32. The Ordering Party, in the case transport order is cancelled, shall accept documented costs for vehicle delivery to the loading place only in the loading day up to the amount of EUR50. No other costs resulting from the transport order cancellation shall be accepted.

33. The Ordering Party shall not accept:

- a) cheques, and payments of amounts due shall only be made by bank transfer
- b) VAT invoices issued by carriers other than the Service Provider
- c) documents such as CMR, waybill, VAT invoice or specification, which do not bear the stamp and legible signature of the Service Provider or legible signature of the recipient – any such errors shall result in suspension of payment of remuneration for the Service Provider without any entitlement to calculate interest on account of delay in payment of remuneration
- d) CMR documents which do not include goods acceptance date in the box 24 filled in by the recipient. In the case loading/unloading date in not indicated on CMR, the Service Provider shall be charged with penalty amounted to 50% of freight (remuneration for transport).
- e) to observe provisions of the amended act on preventing wage and social dumping (Lohn- und Sozialdumping-Bekämpfungsgesetz, LSD-BG).

- The driver, when performing his duties within the territory of Austria, is obliged to: have with him, amongst others:

- employment contract translated into English or German
- extract from the driver's card or tachograph, which register time of driver's work
- A1 certificate
- Certificate on delegation

f) to observe provisions of decree no. 136 of 17th July 2016 on minimum wage in Italy.

- The driver, when performing his duties within the territory of Italy, is obliged to have with him, amongst others:
 - certificate on delegation
 - employment contract translated into Italian
 - statement of the employer on gross hour rate and manner of settlement of travel expenses, board and lodging
 - form A1

h) to observe provisions of Labour Code, articles L. 141-1, L. 141-2, L. 141-3 of Luxembourg

- The driver, when performing his duties within the territory of Luksemburg, is obliged to have with him, amongst others
 - certificate on delegation
 - Form A1,

34. The Parties agree that in the case that on the date of the invoice falling due, the average

currency rate of the National Bank of Poland is lower than the currency rate proceeding the loading, the Ordering Party may, on the date of the invoice falling due, deduct from the Service Provider the amount resulting from EURO currency rate differences without issuance of any additional debit document. The Ordering party shall issue the Service Provider with deduction document only for posting in accordance.

35. Obligations resulting from the Act on Minimum Wages, individual performance of services

During the term of the contract, the Service Provider undertakes to:

- a) pay the minimum wage to all its workers employed in Germany, in accordance with § 20 of the Act on Minimum Wages (Mindestlohngesetz –MiLoG), by the dates specified in § 2 of the MiLoG;
 - b) pursuant to § 17 of the MiLoG, to register (by the end of the seventh calendar day following the day of work completion, at the latest) the times of commencement, completion and the duration of everyday work of its workers, and to store such registers for a period of at least two years from the binding date when registration of said times is commenced;
 - c) pursuant to § 16 of the MiLoG, in its capacity of an employer whose registered office is located in a foreign country, prior to commencement of any works - to submit a written declaration, drawn up in German, to a competent customs office. Relevant regulations concerning said declaration under § 16 of the MiLoG may apply.
 - d) pay, to all the workers employed by it in France, the minimum salary in compliance with the contents of decree No. 2016-418 of 7 April 2016 – Official Journal of the Republic of France No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4)
 - e) meet all the other requirements in compliance with the contents of decree No. 2016-418 of 7 April 2016 – Official Journal of the Republic of France No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4) i.a. :
 - f) to observe provisions of the amended act on preventing wage and social dumping (Lohn- und Sozialdumping-Bekämpfungsgesetz, LSD-BG).
- The driver, when performing his duties within the territory of Austria, is obliged to: have with him, amongst others:
 - employment contract translated into English or German
 - extract from the driver's card or tachograph, which register time of driver's work
 - A1 certificate
 - Certificate on delegation
 - g) to observe provisions of decree no. 136 of 17th July 2016 on minimum wage in Italy.
 - The driver, when performing his duties within the territory of Italy, is obliged to have with him, amongst others:
 - certificate on delegation
 - employment contract translated into Italian
 - statement of the employer on gross hour rate and manner of settlement of travel expenses, board and lodging
 - form A1
 - h) to observe provisions of Labour Code, articles L. 141-1, L. 141-2, L. 141-3 of Luxembourg
 - The driver, when performing his duties within the territory of Luksemburg, is obliged to have with him, amongst others
 - certificate on delegation
 - Form A1,

- A driver in a vehicle must possess a valid certificate in French of posting an employee to perform work in France, containing:

- the contact data of the company (full name or business name, legal status, address, email address, numbers of phones of the enterprise or plant which usually employs the worker, date and place of birth of the manager or managers, designation of the social insurance institution to which contributions are paid),
- the data of the posted employee (full name, date and place of birth, address of permanent residence, date of signing the employment agreement, the law applicable to the employment agreement, the professional qualifications of the posted driver),
- the gross hourly rate in euro, the arrangements on the spending on accommodation and food, including daily costs,
- the contact data of a representative in France (full name or business name, address, email address, representative's phone numbers),
- in the case of transportation companies - the information on the entry in the electronic road transport register, established under (EC) regulation No. 1071/2009 of the European Parliament and Council,
- in the case of posting between the plants that belong to the same company or groups of companies, the certificate should additionally include: full name or business name, address, email address, phone numbers, the SIRET identification number of the company or entity receiving the posted driver, the date of commencement of posting and its projected end date, the rules of incurring the travelling costs and, potentially, the addresses of the employee's accommodations.

- In the vehicle there should be kept the personal files in French which the driver, at the request of inspecting officers, is obliged to present:

- 1. the sheet of remuneration for the posting period or another, equivalent document containing the following information:
 - ✓ the gross hourly rate and the overtime allowance, in euro,
 - ✓ the period and hours which differentiate the payment of regular remuneration and the overtime allowance,
 - ✓ the leaves and holidays and the associated rules of remuneration;
- any document confirming the factual payment of remuneration,
- a copy of appointment of the representative by the company, in compliance with the requirements specified in article R 1263-2-1 of the Labor Code;
- in case of need – the name of the collective agreement applicable to the employees,
- a copy of a valid posting certificate,
- the employment agreement of the posted employee.

as well as the other documents required in compliance with the contents of decree No. 2016-418 of 7 April 2016 – Official Journal of the Republic of France No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4).

The Service Provider shall not subcontract the works to any subcontractor or another entity. The Service Provider shall be entitled to subcontract the works to a subcontractor or any other entity exclusively upon prior consent of the Client. In such cases, the Service Provider shall notify the Client of the name and the registered office address of the subcontractor and shall oblige the subcontractor to individual performance of the services and to compliance with the obligations specified in section 1(1). With reference to the obligations regulated in the contract, the Service Provider

shall exert due care when selecting a subcontractor and shall control compliance with the obligations specified in the MiLoG as well as the obligations under decree No. 2016-418 of 7 April 2016 – Official Journal of the Republic of France No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4), amended act on preventing wage and social dumping (Lohn- und Sozialdumping-Bekämpfungsgesetz, LSD-BG) in Austria, decree no. 136 of 17th July 2016 on minimum wage in Italy, provisions of Labour Code, articles L. 141-1, L. 141-2, L. 141-3 in Luxembourg

37. Each time the Client is entitled, under these General Terms and Conditions of Transport,

to charge any amount hereunder to the Contractor, the Client shall issue and deliver to the Contractor an appropriate accounting document (including a debit note) covering such amount. When issuing such appropriate accounting document, the Client shall calculate the value of Euro according to the average exchange rate published by the National Bank of Poland on the day preceding the issue date of the accounting document.

38. Court of proper venue for settlement of any disputes resulting from the transport or carriage agreement concluded with the Ordering Party shall be District Court Katowice-Wschód in Katowice.