

# **GENERAL TERMS AND CONDITIONS FOR THE EXECUTION OF TRANSPORT ORDERS ON BEHALF OF BST LOGISTICS SP. Z O.O. WITH ITS REGISTERED OFFICE IN TARNOWSKIE GÓRY**

In order to execute the contract of carriage, BST Logistics Sp. z o.o. with its registered office in Tarnowskie Góry, ul. Gliwicka 79, 42-600 Tarnowskie Góry entered in the Register of Entrepreneurs kept by the District Court in Gliwice, 10<sup>th</sup> Commercial Division of the National Court Register under KRS no.: 0001028650, NIP (tax id. no.): 6452581412, REGON (national business registry no.): 525707670 as the Ordering Party acting on behalf of its Customer commissions the Carrier to execute the contract of carriage, specified in detail in the Transport Order on conditions indicated below:

## **I PRELIMINARY PROVISIONS**

1. These General Terms and Conditions form an integral part of the transport order.
2. The content of the transport order is confidential.
3. The absence of a written refusal of an order within 30 minutes of its receipt is tantamount to acceptance of the order and acceptance of all its terms and conditions.
4. The Ordering Party shall be entitled to amend the terms of the order after its acceptance by the Contractor. The Contractor's failure to immediately refuse to perform the contract on the changed terms and conditions sent in writing by e-mail or text message to the Ordering Party shall be deemed as consent to perform the contract on the basis of the changed terms and conditions of the order.
5. Subcontracting is strictly prohibited.
6. The date of payment of the invoice is calculated from the date of delivery of the original correctly issued VAT invoice with all documents to the address: 42-600 Tarnowskie Góry, ul. Gliwicka 79.

## **II REQUIREMENTS FOR THE CONTRACTOR**

7. The Contractor declares that it is engaged in business activities the object of which is, inter alia, to provide transport services
8. The Contractor is obliged to have third party vehicle liability insurance and third party liability insurance with full coverage, i.e. No exclusions concerning theft and robbery, no exclusions concerning the type of goods and territorial range, and the guarantee sum corresponding to the value of the property accepted for carriage, each time not lower than the upper limit of the carrier's liability for damage specified in the Transport Law and the CMR Convention, and in the case of cabotage carriage in the regulations in force in the country where the carriage is performed, with the reservation that in each case the insurance sum may not be lower than EUR 200,000.
9. The Contractor shall be in possession of the necessary licences and permits to perform transport, including international transport, if the order concerns a foreign route. Acceptance of the order is tantamount to confirmation that the Contractor is an authorised carrier.
10. On the day of conclusion of the contract, the Contractor shall provide the Ordering Party with the following documents: certificate of registration in the CEIDG or KRS, transport licence, third-party liability insurance policy with general conditions and confirmation of premium payment, vehicle and driver details.
11. The Contractor declares that it complies with all European minimum wage regulations, in particular the provisions:
  - a) German Minimum Wage Act (MiLog) of 11 August 2014,
  - b) French Labour Code introduced by Loi Macron and Decree No. 2016-418 of 7 April 2016,
  - c) Austrian law against wage and social dumping,
  - d) Norwegian Working Environment Act regarding the posting of workers,
  - e) Italian Decree No. 136/2016,

f) Dutch WAGW EU Act

and authorises the Ordering Party to verify the accuracy of this statement, in particular by requesting the relevant documents and information

### III VEHICLE AND DRIVER REQUIREMENTS

12. The Contractor shall provide a vehicle suitable for the transport of the goods specified in the order, tight, clean outside and inside the load compartment, with the following equipment: 25 belts in the case of vehicles above 3.5 t GVW, a set of 8 mm anti-slip mats for the entire load area, corners and angles, a customs cable and a seal. The driver should have protective clothing.
13. The Contractor shall ensure that the vehicle is manned in such a way as to ensure that the consignment reaches the consignee at the appointed time in accordance with the regulations on drivers' working hours.

### IV DOWNTIME/STOPPAGES

14. The Ordering Party stipulates that the first 24 hours of downtime for loading and separately for unloading as well as downtime on Saturdays, Sundays and public holidays for loading and unloading are free of downtime fees. The client is not responsible for downtimes at borders, customs offices and on restricted truck movement days.
15. The Contractor shall document the downtime and its duration during loading and unloading operations with a downtime card confirmed by the consignor/ consignee respectively. The Client shall pay the Contractor a remuneration in the amount of: EUR 40 for each additional full day of downtime. The aforementioned remuneration shall only be payable if the Contractor is informed of the delay at the time it occurs.
16. The client reserves the right to cancel the order. If at the time of cancellation the driver is not at the loading location, the cancellation will take place without any penalties and/or claims from the contractor. If at the time of cancellation the driver is at the loading location on the specified date in the order, the client authorizes the contractor to impose a contractual penalty of 10% of the freight

### V GENERAL RULES ON TRANSPORT OPERATIONS

17. The Contractor is strictly prohibited from reloading or recharging without the prior written consent of the Ordering Party under pain of nullity.
18. The Contractor shall comply with the applicable customs regulations, in particular with regard to customs clearance, the proper execution of customs procedures and their proper documentation.
19. In the case of shipments to the UK and Ireland, the Contractor is obliged to develop and follow procedures to protect the cargo against expatriate intrusion into the cargo space, as well as against smuggling of goods.

### VI LOADING OBLIGATIONS

20. The Contractor is obliged to have the vehicle ready for loading on time.
21. The driver is obliged to collect or draw up the CMR transport document, and in the case of attached additional documents: goods specification, EUR1 certificate of origin, loading invoices, certificates, T1 or T2 document, EX, pallet receipt - to note this in point. 5 CMR and, depending on the agreed terms of order, collect or open the customs document yourself. **Each consignment note should include: shipper's address, consignee's address, date of loading, date of unloading with stamp and legible signature of the consignee, vehicle number, carrier's stamp, legible notes of the carrier/shipper/consignee in the event of reservations concerning the condition, quality, quantity and packaging of the goods).** The Contractor shall check the conformity of the consignment note with the order received, in particular with regard to the address and person of the consignee, as well as with the legal

provisions defining the mandatory content of the consignment note. If any inconsistencies are found, the Contractor shall refrain from commencing carriage and shall immediately contact the Ordering Party for instructions on how to proceed.

22. The Contractor shall check the conformity of the goods with the documentation, in particular with regard to the quantity, weight, characteristics and numbers of the goods, as well as their condition, the condition of the packaging, the possibility of verifying the quantity, etc. In the event of any objections in this respect, the Contractor shall enter the objections with justification in all copies of the consignment note prior to the commencement of transport and obtain confirmation of the shipper's acceptance of the objections in the content of the consignment note.
23. The Contractor shall check the correctness of the loading and stowage of the goods by the shipper and, if necessary, secure the goods for transport. If there are any objections to the correctness of loading and stowage of the goods, the Contractor shall enter the objections and the reasons for them in all copies of the consignment note prior to the commencement of transport and obtain confirmation of the acceptance of the objections by the shipper in the content of the consignment note.
24. If it is not possible to assess conformity of the goods with the documentation, state of packaging, state of preparation of the consignment for carriage or correctness of loading by the shipper, the Contractor shall refuse carriage and contact the Ordering Party immediately. If the Contractor cannot assess only the number of pieces of a consignment, it shall be entitled to commence carriage after writing a relevant reservation confirmed by the shipper's representative on all copies of the consignment note.
25. If the shipper prevents the Contractor from making the entries in the consignment notes referred to in points 21, 22, 23, or does not confirm their acceptance in the content of the consignment note, the Contractor shall refuse to commence carriage and shall immediately contact the Customer for instructions as to how to proceed.

## VII TRANSPORT SAFETY

26. The Contractor shall only carry out transport on roads of international and national class, with the exception of access roads to the place of loading and unloading and situations where it is not possible to use these roads, in particular due to detours or roadblocks established by the police or other law enforcement agencies.
27. The driver should take special care to secure the vehicle and the consignment against theft and unauthorised intrusion into the load compartment.
28. The Contractor shall only make stops in the car park:
  - a) guarded or
  - b) located within a service station, hotel, motel, bar, restaurant or
  - c) located directly on a national road, motorway or motorway, or
  - d) located at a customs/border terminal or
  - e) designated by the police or other authorised public service or
  - f) the place of loading or delivery, or
  - g) a place situated directly at the place of loading or delivery of the consignment if the stop is due to the impossibility of handing over the consignment to the consignee as a result of reaching the place of unloading outside the working hours of the consignee, or
  - h) at the point of breakdown of the means of transport making it impossible to continue the journey, or
  - i) the scene of a road traffic accident involving a means of transport, or
  - j) sudden illness of the driver requiring immediate medical attention,
  - k) sudden deterioration of weather conditions making it impossible to carry out the transport.

29. It is permissible for a means of transport with goods to be parked in other places outside the guarded car park, provided that such parking is due to:
  - a) refueling of fuel, other operating fluids or the performance by the driver of activities necessary for carrying out the transport operation, including personal hygiene, provided that a stopover of the means of transport for these activities does not exceed 60 minutes, or
  - b) perform toll road formalities, e.g. purchase of vignettes, topping up of via-toll or
  - c) legislation (working time of the driver, waiting for customs, border and ferry clearance, public administration orders).
30. When leaving the vehicle at any time, the driver must close all windows, lock the factory locks, activate any anti-theft devices installed (alarm, immobiliser, etc.) and take along the vehicle and transport documents, and ensure that the transported goods are not visible from outside.
31. Where the Contractor's liability insurance contract provides for more stringent carriage safety requirements, the Contractor shall comply with the rules set out in the insurance contract.

#### VIII RELEASE OF THE CONSIGNMENT

32. The following conditions should be met when the consignment is released to the consignee:
  - a) the consignment has been delivered to the registered office or place of residence of the consignee indicated by the sender in the consignment note,
  - b) the person collecting the goods signs the receipt with a legible signature and, in addition, the receipt bears, in the case of a natural person, the identity card number and its presentation to the Contractor and, in the case of a company, its company seal.
33. Pallet exchange rules:
  - a) If the order requires the exchange of pallets or other packaging, the Contractor shall exchange the returnable pallets or packaging at the place of loading and unloading on a 1:1 ratio and obtain a duly completed and signed pallet receipt from the consignor/receiver. The Contractor has the right not to collect the pallets at the place of unloading, only after obtaining an entry on the pallet receipt - "pallets not released due to lack of pallets for exchange". Otherwise, the Client reserves the right to charge the Contractor a contractual penalty of EUR 20 for each pallet not taken over and EUR 120 for each gitterbox not taken over,
  - b) if the order does not stipulate the exchange of pallets or other packaging, the Contractor shall not be entitled to take empty pallets or packaging from the place of loading or unloading and shall write "kein tausch/ no exchange" on the consignment note or Lieferschein.

#### IX COMMUNICATION

34. The Contractor shall provide the Ordering Party with regular telephone contact with the driver performing the transport.
35. In the event of any complications during the carriage or if it becomes apparent that it will not be possible to carry out the carriage in accordance with its terms, the Contractor shall contact the Ordering Party immediately (within 15 minutes). The Contractor **shall be held fully responsible for any action or omission undertaken without the consultation and consent of the Ordering Party, including in particular any costs incurred as a result of such action or omission.**
36. The Contractor shall inform the Customer of the actual date of unloading of the goods immediately after unloading, stating the order number. X TRANSPORT DOCUMENTATION
37. The payment period is 45 days, unless otherwise stipulated in the contract, and is calculated from the date of receipt of the correctly issued invoice and the complete set of documents.

38. The Contractor shall send the following documents to the Ordering Party: CMR consignment note or other document serving as a consignment note in duplicate, goods specification (delivery note, Lieferschein, etc.), EUR1 certificate of origin, pallet receipt. The deadline for delivery of these documents is 14 days from the date of unloading. In the event of a delay in the delivery of the aforementioned documents, the Ordering Party is entitled to extend the invoice payment period to 60 days.
39. In the event that a customs procedure is applied in the course of carriage, the Contractor shall be obliged to send, together with the invoice, a document confirmed by the competent Customs Office confirming the correct completion of the procedure, e.g. SAD, EX1, T-1. The absence of these documents shall impose an obligation on the Contractor to reimburse the Ordering Party for all costs related to the charges imposed on the Ordering Party by the Customs Office or Tax Office or other entity.

#### XI BUSINESS SECRECY AND UNFAIR COMPETITION

40. By accepting this order, the Contractor declares that he is aware that all data relating to the carriage, such as shipper, consignee, contracting party of the Customer, routes, freight rates, are a business secret of the Customer.
41. The Contractor undertakes to keep confidential any information that constitutes a business secret during the performance of the contract and for a period of 3 years after its completion. In the event of a breach of the above obligation, the Contractor shall be obliged to pay a contractual penalty of: EUR 50,000 for each case of breach.
42. In particular, the submission of offers directly to the Ordering Party's contractors and the performance of transport on their behalf without the intermediation of the Ordering Party shall be regarded as a breach of this obligation.
43. It is prohibited for the Contractor to disseminate false or misleading information about the Ordering Party and/or the business operated by the Ordering Party. The news referred to above shall be false information about the persons in charge of the enterprise, the services provided, the prices applied or the economic situation of the Ordering Party. In the event of a breach of the prohibition in question, the Ordering Party shall be entitled to charge a contractual penalty of: PLN 50,000 for each violation.

#### XII LIABILITY AND CONTRACTUAL PENALTIES

44. The Ordering Party shall be entitled to charge the Contractor additionally with the following contractual penalties for :
  - a) late arrival of the vehicle at the loading/unloading point: EUR 200,
  - b) failure to park the vehicle at the place of loading: 150 % of the freight value,
45. The Ordering Party may claim supplementary damages on a general basis.
46. The Ordering Party shall, subject to mandatory legal provisions, only be liable to the Contractor for actual damage and only if caused by willful misconduct.
47. The Contractor shall not be entitled to assign claims arising from the contract of carriage to a third party without the prior written consent of the Ordering Party.

#### XIII ADDITIONAL PROVISIONS

48. In any matters not covered by these General Terms and Conditions, the relevant legal provisions shall apply, in particular the provisions of transport law and the CMR Convention.
49. Any disputes arising in connection with the execution of this order shall be dealt with by the court having jurisdiction over the Ordering Party's registered office.