

**DETAILED CONDITIONS OF TRANSPORT AND PERFORMANCE OF THE ORDER****AUTOMOTIVE LOGISTIC POLSKA Sp. z o. o.****THESE DETAILED CONDITIONS ARE AN ANNEX TO THE ORDER AND THE WAYING BILL AS THEIR INTEGRAL PART**

1. Detailed conditions of transport and order execution constitute an integral part of the transport order and the CMR. Additional special conditions, instructions or guidelines may be provided for a given order, in the form of an entry in the consignment note or in the form of a separate document.

2. If within 3 hours after sending this transport order via e-mail the Contractor does not transmit confirmation and does not send a refusal to accept it, the transport order shall be considered accepted under the mentioned conditions. The Contractor's refusal to execute the order after accepting it entitles the Principal to charge the Contractor with a contractual penalty in the amount of 100% of the remuneration specified in the order, and its calculation in this amount does not deprive the Principal of the possibility of claiming compensation for failure to provide a means of transport and compensation exceeding the amount of contractual penalties. on general rules.

2a. The customer has the contractual right to withdraw from the order up to 4 hours before the loading time, without giving a reason.

3. By accepting the transport order for execution, the Contractor declares that:

a) Contractor is professional, which in particular means that he has knowledge and experience in conducting this type of activity;

b) guarantees the provision of transport services at the highest level of quality, which in particular means the provision of transport services in accordance with the content of the transport order, as well as in accordance with all applicable legal provisions in this regard, including provisions specifying the conditions for performing road transport, provisions specifying the working conditions of drivers and performing road transport, as well as road traffic regulations and in accordance with the regulations on public roads;

c) meets all conditions and formal requirements for the provision of transport services in domestic and/or international transport;

d) the means of transport that will be used for loading and which will be used to carry out the transport order will meet all the necessary technical conditions and will be equipped with all the necessary devices, in accordance with the relevant and currently applicable legal provisions; in addition, the means of transport in question will meet the required ecological standards, will be technically efficient, will be appropriate in terms of load capacity and requirements specified in the order, and in particular as to the characteristics of the transported cargo: clean (without foreign odors), the cargo space should be free from additional loads, properly sealed and protected against the possibility of damaging the load and exposing it to adverse environmental effects during transport;

e) if the subject of the transport order is the transport of dangerous goods, he guarantees strict compliance with all legal provisions regulating the admissibility and rules of transport of dangerous goods;

f) if the subject of the transport order is the transport of oversized loads, it guarantees strict compliance with all legal provisions regulating the admissibility and rules of transport of oversized loads;

g) The Contractor guarantees the execution of the transport order using means adapted to this type of activity and technically legal, with appropriate certificates, and to strictly follow the instructions of the owner of the goods.

The Contractor is fully responsible for compliance with the above conditions.

The Contractor is liable to the Principal and his clients for any damages arising in connection with the execution of the transport order, in particular for damage to the cargo arising from the moment of acceptance for transport until delivery, as well as for damages arising in connection with incorrect completion or loss of documents, delays in loading, unloading or delivery, total or partial loss, damage or loss of goods.

The Contractor is strictly prohibited from subcontracting the transport covered by the order to subcontractors and is prohibited from reloading the goods without obtaining the prior written consent of the Client. Lack of consent will result in the carriage contract being deemed not to have been performed. In such a case, the Principal is entitled to charge the Contractor a contractual penalty in the amount of 100% of the remuneration for a given order and to claim additional compensation if the damage resulting from failure to complete the order exceeds the value of the stipulated contractual penalty.



4. Upon receipt of the goods, the Contractor is obliged to check:

- a) the accuracy of the consignment note data regarding the number of pieces of goods, as well as their characteristics and numbers;
- b) visible condition of the goods and their packaging.

5. If the Customer has justified reservations as to the possibility of checking the above-mentioned issue, he shall enter the reservations together with the justification in the consignment note. Similarly, if he has any reservations about the visible condition of the goods and their packaging, he should enter them in the consignment note and justify them. These reservations are not binding on the sender if he has not expressly accepted them in the consignment note. In the absence of the Contractor's justified objections entered in the consignment note, there is a presumption that the goods and their packaging were apparently in good condition at the time of acceptance by the Contractor and that the number of pieces, as well as their characteristics and numbers, were consistent with the statements in the consignment note. If there are no objections, it is assumed that any damage to the goods was caused by improper action of the Contractor.

6. The contractor is responsible for ensuring that the documents received at the place of loading are original and correctly issued and contain true data about the entrusted cargo and its condition.

The contractor or his representative (driver) is fully responsible for the correct loading and arrangement of the goods in the cargo area, including the correct axle load on the vehicle and the arrangement of the goods. In the event of defects, deficiencies, discrepancies, inconsistencies or any irregularities when loading or arranging the goods in the cargo space or suspicions of incorrect axle load, the Contractor is obliged to immediately notify the Customer about this by e-mail, fax or in writing, make an appropriate entry in the consignment note and obtain written confirmation from the shipper.

The Contractor or his representative (driver) is obliged to check the quantity and quality of the loaded goods and, if any discrepancies are found, stop loading and contact the Customer.

In the event of a lack of cargo or any other problems at the loading/unloading place, the Contractor (driver) cannot leave the loading/unloading place without the written consent of the Principal. The Contractor (driver) is obliged to immediately inform the Client about any difficulties and problems related to loading, unloading or transporting the goods.

Upon loading, the risk of accidental loss or destruction of the goods is borne by the Contractor.

7. During the execution of the order, the Contractor is obliged to enable the Client to have constant contact with the driver performing the transport - in particular, provide his name, surname and contact telephone number for the duration of transport. The Contractor is obliged to provide the Customer with information about the execution of the order at each of his requests, within 15-30 minutes from the moment of inquiry about the load.

If any difficulties arise during transport (e.g. risk of delay in execution, vehicle downtime, road collision) during the execution of the order, the Client must be notified immediately, no later than within 15-30 minutes, by telephone, and the telephone notification must be immediately confirmed by e-mail. or fax

In the event of any damage, the Contractor is obliged to complete the documents necessary for its liquidation, resulting from applicable law and the requirements of the Client and the insurer, including preparing a damage report, signed by the driver and the representative of the company concerned, and stamping it with the Contractor's stamp.

8. In the event of stopovers agreed with the Client, the Contractor should present a proof of waiting confirmed with the appropriate stamps of the shipper or unloader.

In the event of stopovers agreed with the Client, the order is exempt from demurrage fees: 48 hours for loading and 72 hours for unloading (applies to business days), as well as Saturdays, Sundays and holidays, stops at the border and in front of customs offices.

8a. During transport on working days, the Contractor is obliged to send the Customer by e-mail or fax data regarding the current position of the vehicle carrying the shipment from the GPS device at 8:00 a.m., then at 12:00 p.m. and then at 3:30 p.m. or when the status changes.

8b. During transport on non-working days, Sundays and holidays, the Contractor is obliged to send the Customer via SMS data regarding the current position of the vehicle transporting the shipment from the GPS device when changing the status.

If the Customer is not sent data according to the above schedule regarding the current position of the vehicle carrying the shipment from the GPS device, the Customer will charge the Contractor a contractual penalty in the amount of 10% of the transport fee.



9. The contractor is obliged to have:

a) valid insurance of goods which will cover the carrier's third party liability insurance (OCP) for a guaranteed sum of min. the equivalent of USD 100,000.00 per event with clauses ensuring the insurer's protection with a full scope of insurance, including: no exclusion or limitation of the insurer's liability for damage consisting in loss, loss or damage to the shipment, theft, loss or robbery of cargo and no exclusions or limitations regarding protection for the type of goods accepted for transport specified in the order or territorial exclusions. The forwarder is obliged to have a forwarder's insurance with civil liability policy with the conditions mentioned above.

b) license to perform international transport of goods,

c) in the event of ordering forwarding activities, a license for forwarding services, which determines the possibility of transferring the order to forwarding. The Contractor is obliged to present, at each request of the Principal, the original documents referred to in points a-c.

The Customer has the right to make photocopies of the documents presented.

10. Reservation of special interest in the delivery of parcels in the event of loss or damage, as well as in the event of exceeding the agreed delivery date. Due to the contract binding the Principal with the sender, the Principal declares and the Contractor acknowledges that all orders ordered by The Client's transport includes timely cargo, therefore the Contractor is obliged to strictly adhere to the specified transport, loading and unloading times, in accordance with the data provided on the consignment note or order.

The Customer and the sender of the shipment reserve a special interest in the delivery of the shipment in the event of its loss or damage, as well as in the event of exceeding the agreed delivery date (delay).

The Ordering Party and the Contractor declare the following amount of special interest in the delivery of the shipment in the event of its loss or damage, as well as in the event of exceeding the agreed delivery date (delay) - EUR 30,000.

Each amount of freightage offered by the Customer for a particular order includes an additional fee for determining the amount of special interest in the delivery of the shipment, included in the amount determined for transportation, and each time amounting to 10% of the freightage.

The customer may claim compensation equal to the additional damage resulting from loss or damage, as well as in the event of exceeding the agreed delivery date (delay), which has been proven, up to the amount of the declared amount.

At the same time, the Parties agree that all costs and penalties resulting from the Contractor's failure to fulfill the order and related to damage or loss, as well as delay in delivery of the goods, shall be borne by the Contractor in the form of compensation. The Contractor must immediately liquidate the damage from insurance or pay the Client, upon first request, the amount of the related charge within 30 days from the occurrence of such a fact. In the event of non-payment, the Contractor agrees to deduct this amount from the due receivables to which he is entitled.

The Client will charge the Contractor fees for:

- a reminder or request for payment sent in connection with the order - a fee of 10% of the freight to which the reminder or request relates;
- activities related to claiming compensation from the Contractor's transport / forwarding insurance - a fee of 10% of the freight to which the compensation applies;
- Eviction - a fee of 20% of the carrier to whom the activities concern; not less than the debt collection costs incurred by the Principal according to the invoices.

The Client is entitled to additional security for the receivables in respect of the above-mentioned compensation, consisting in the Client's right to retain, until a given complaint is positively resolved, any receivables due to any title due to the Contractor.

The Principal notifies the Contractor about the retention, specifying the amount and basis for the retention and the retained receivable. During the retention of the receivable as a deposit, the Contractor cannot demand its payment by the Principal, and failure to pay the receivable retained as a deposit is not treated as a delay in payment, therefore no interest for delay is payable for the period of retention.

10a. For delays in delivery/delivery/unloading/loading of goods - special interest in the delivery of shipments, the Ordering Party is entitled to a lump-sum compensation from the Contractor for each commenced hour of delay in the amount equivalent to 10% of the transport fee for each commenced hour of delay, counting from the hour specified in the order.



10b. For failure to provide a means of transport, the Client is entitled to a lump-sum compensation from the Contractor, including the PLN equivalent of the cost of providing a replacement car, not less than the equivalent of 80% of the transport fee + the equivalent of 10% of the transport fee in the event of failure to notify about the failure to provide the vehicle at the designated time 6 hours before loading. .

10c. For damage to the goods, the Client is entitled to a lump-sum compensation from the Contractor, including the equivalent of 10% of the transport fee for each 1% of damage to the goods, not less than the sum of the costs and charges incurred by the Client in connection with the damage, according to the invoices provided.

10d. For the loss of goods, the Customer is entitled to a lump-sum compensation from the Contractor, including the equivalent of 10% of the transport fee for each 1% of the loss of goods, not less than the sum of the costs and charges incurred by the Customer in connection with this loss.

11. Remuneration and invoicing

a) The Contractor is obliged to provide the Client, within 10 days from the date of unloading, with a VAT invoice with attached documents relating to the order, the original of a correctly and completely completed consignment note and the originals of correctly and completely completed other additional documents related to the transport or listed in the consignment note (invoices commercial specifications, delivery notes, WZ, pallet receipt, non-compliance reports, damage reports, etc.) - WITH AN ABSOLUTE OBLIGATION TO PROVIDE THE DATE OF UNLOADING IN THE ABOVE-mentioned DOCUMENTS and stamped with an appropriate stamp and signature or, alternatively, a legible signature of the person receiving the goods along with the series and number ID card of the person receiving the goods.

b) The condition for payment for the service is to send original documents along with the invoice. The customer has the right to withhold payment of the invoice until the delivery of the original, correctly and completely completed documents related to the transport. Such suspension of payment by the Principal does not constitute a delay, therefore no interest for delay is payable for the period of suspension. Moreover, if the deadline for submitting documents specified in point a) is exceeded, the Principal is entitled to charge the Contractor a contractual penalty in the amount of 20% of the net value of the executed order.

c) The Client considers the Contractor's invoice to be correct in which the date of issue and the date of sale (unloading) are the same as the month of actual completion of the service, i.e. unloading of the goods. Invoices issued according to other rules will be considered incorrect as they do not reflect the actual situation and will be sent back to the Contractor's address for correction. Submitting incorrect invoices is not taken into account as meeting the deadline for submitting the invoice and documents referred to in point a).

d) As part of the remuneration for executing the order in the agreed amount, the Contractor covers all its costs of executing the order, including additional costs, unless the parties separately agree otherwise in writing under pain of nullity.

e) The Principal has the right to deduct from the Contractor's receivables any compensation, contractual penalties, unsettled pallets, reminders, debt collection costs and other receivables due from the Contractor, resulting from the order and related to its implementation, to which the Contractor consents.

f) The Client declares that he is a payer of VAT and has VAT ID: PL 6431655269

g) For failure to deliver or delivering incorrect transport documents within 24 hours by fax or e-mail and then physically within 10 days from the date of unloading, the Client may charge the Contractor a contractual penalty in the amount of 10% of the transport fee.

h) The Contractor is obliged to provide documents by fax or e-mail confirming the carriage no later than 72 hours after unloading. Additionally, in accordance with paragraph 10. point. and to provide the originals within 10 days. The Client is entitled to a contractual penalty of 10% for failure to provide appropriate documents within the above-mentioned deadlines.

12. Terms of use by the Contractor of contact with clients with whom the Contractor has established contact in connection with the execution of orders for the Client (hereinafter referred to as the Client), If the Contractor uses data on clients held by the Client, which means establishing contact with the Client in connection with the execution of orders for the Client, the Client is entitled to remuneration for providing the Contractor with contact with the Client, and thus:

a) if the Contractor submits an offer to the Client within 2 years from the date of execution of the Client's last order regarding the Client, regardless of its acceptance by the Client - EUR 1,000 for each offer submission;

b) for the Contractor obtaining an order from the Client within 2 years from the date of execution by the Contractor of the Client's last order regarding the Client, regardless of the amount of the agreed remuneration - EUR 10,000.



13. The payment deadline for the provision of the transport service, specified in points 3.1-3.2 and 5.1-5.2 of the order details, was mutually agreed upon, taking into account the protection and security of the interests of each Party and the regulations arising from applicable regulations, in particular the Act of 2013.03. 08 on counteracting excessive delays in commercial transactions. The Ordering Party declares that it is not a large entrepreneur within the meaning of the provisions of the above-mentioned Act.

14. In any case, the Principal may claim additional compensation from the Contractor, exceeding the amount of lump sum compensation or contractual penalties stipulated in these terms and conditions.

15. In matters not regulated by the order and these terms and conditions, the provisions of the Civil Code and transport law (in the case of domestic transport) and the provisions of the CMR Convention (in the case of international transport) shall apply.

16. The court competent to resolve disputes arising from orders given by the Principal to the Contractor is the court competent for the Principal.