

GENERAL TERMS AND CONDITIONS OF AGREEMENTS (GTCA)

CARDAN Logistics Spółka z ograniczoną odpowiedzialnością Spółka komandytowa, registered office in Zielona Góra hereby declares that these General Terms and Conditions of Agreements shall apply to concluded agreements.

§ 1. Definitions of terms used herein

- a) **CARDAN** – CARDAN Logistics Spółka z ograniczoną odpowiedzialnością Spółka komandytowa., registered office in Zielona Góra, ul. Suwalska 1/30, 65-548 Zielona Góra, Tax Payer Number (NIP): PL 9731025522,
- b) **Customer** – Client, to whom CARDAN provides forwarding services. Depending on the type of ordered services, Sender and Receiver of the shipment may also be the Customer,
- c) **Service Provider** – Subcontractor of CARDAN, sub-forwarder and other persons/entities used by CARDAN to provide forwarding services,
- d) **GTCA** - General Terms and Conditions of Agreements constituting an attachment to the Order,
- e) **Forwarding Agreement** – order for provision of forwarding services by CARDAN to the Customer,
- f) **Order Acceptance Confirmation by CARDAN** – CARDAN's form containing information about the terms and conditions on which CARDAN accepts a forwarding order for fulfilment,
- g) **Agreement** – terms and conditions of fulfilment of forwarding services resulting from the forwarding order with inclusion of all and any amendments resulting from the wording of CARDAN's Order Acceptance Confirmation,
- h) **Forwarding Agreement issued by CARDAN** – order for provision of forwarding services by the Service Provider,
- e) **Correctly completed invoice** – a statement issued following completion of services during the month in which services were completed.

§ 2. Forwarding Agreement

1. In accordance with the forwarding order and the GTCA, CARDAN shall, in exchange for a remuneration, dispatch and receive the shipment or perform other services in relation with carriage of the shipment in full or within a scope agreed upon within the territory of the Republic of Poland, as well as abroad.
2. Provisions of the forwarding order shall take precedence over GTCA.
3. The Customer shall submit the forwarding order on a business day between 8:00AM and 4:00PM to the following e-mail address: biuro@cardan.net.pl, and CARDAN shall confirm acceptance of the forwarding order within two business days by means of the forms used by CARDAN.
4. The agreement shall be concluded upon receipt of the Forwarding Order Acceptance Confirmation by the Customer of. If CARDAN amends the wording of the Forwarding Order Acceptance Confirmation, the Customer shall have the right to withdraw the order immediately upon receipt of the Forwarding Order Acceptance Confirmation, i.e. not later than within 5 hours from the time of its receipt. Customer's failure to respond before the above specified deadline shall be equal to placing a forwarding services order in accordance with the terms and conditions confirmed in the Order Acceptance Confirmation by CARDAN.
5. CARDAN shall send the Order Acceptance Confirmation to the e-mail address from which the forwarding order was sent by the Customer.
6. An amendment of terms and conditions of the forwarding order by the Customer upon receipt of the Order Acceptance Confirmation by CARDAN in which CARDAN does not amend the forwarding order shall be treated as submission of another forwarding order, unless the Parties agree otherwise.
7. CARDAN shall have the right to refuse to fulfil the order.

8. CARDAN shall have the right to subcontract fulfilment of the services in full or in part to Service Providers who possess the required qualifications (licenses, permits) and third-party liability insurance.
9. In the event of subcontracting the services to Service Providers, all and any provisions concerning the limitation of CARDAN's liability in GTCA, regulations of the Civil Code, and the Polish General Forwarding Rules shall be also applicable to such Service Providers.

§ 3. Insurance

CARDAN shall obtain cargo insurance only upon explicit written request of the Customer and at Customer's expense. An indication of the value of the cargo in the order shall not constitute Customer's request to obtain cargo insurance.

§ 4. CARDAN's remuneration and reimbursement

1. The Customer shall pay CARDAN the remuneration specified in the Order Acceptance Confirmation.
2. The Customer, besides the remuneration agreed upon, shall pay CARDAN:
 - a) for provision of additional services that are not included in the agreement but were provided upon agreement or upon Customer's written request,
 - b) for additional services provided without an agreement to ensure a proper provision of the services or to secure CARDAN's or Customer's claim,
 - c) reimbursement for expenses incurred in relation with provision of the services including: transport permit fees, pilotage fees, detour fees, parking fees, customs fees, all and any other administrative fees, as well as the cost of demurrage and detention, according to CARDAN's tariff or submitted receipts.
3. CARDAN may condition provision of the services upon Customer's payment of the advance towards associated expenses. CARDAN may condition continued provision of the services upon immediate reimbursement of incurred expenses. In case of consecutive deliveries CARDAN shall have the right to a partial payment of amounts receivable.
4. The date of payment shall be the day on which CARDAN's bank account is credited.

§ 5. Impediments to performance of forwarding services. CARDAN's liability.

1. CARDAN shall not be liable for a delayed provision of the services in the event of occurrence of circumstances that prevent full or partial provision of the services during a period equivalent to the period of the occurrence of such circumstances.
2. Circumstances that prevent a timely provision of the services shall include *force majeure*, i.e. sudden and unexpected events of catastrophic nature, acts of God, as well as extraordinary and external events of general character such as war, restrictions imposed by martial law, uprising, revolution, riots that cannot be prevented, where the inability to prevent the consequences of such actions or events is objective and independent of any preventive actions undertaken by a Party hereto or lack thereof.
3. CARDAN shall be liable for losses resulting from failure to fulfil or from undue fulfilment of the forwarding services, unless it is proven that CARDAN could not have prevented such losses in spite of their due diligence.
4. CARDAN shall be liable for sub-forwarders and carriers used by CARDAN for fulfilment of the order, unless CARDAN is not at fault in their choice.
5. The term *due diligence* shall mean CARDAN's use of Service Providers (subcontractors) possessing the required qualifications (licenses, permits) and third-party liability insurance.
6. Any loss or damage of the shipment during provision of the services in spite of CARDAN's due diligence shall not be equal to faulty performance of the services by CARDAN and shall not constitute the basis for a contractual penalty or a compensation for faulty performance of the services. The above exclusion shall not affect CARDAN's liability for loss or damages to the

shipment.

7. CARDAN shall not be liable for:
 - a) delays resulting from Customer's failure to deliver complete and correct shipment documentation,
 - b) losses resulting from Customer's inclusion in the forwarding order of incorrect or incomplete data concerning the shipment, the conditions of carriage, and the date and the location of loading and unloading,
 - c) incorrect packaging, labelling or protection of the shipment, if those tasks are not entrusted to CARDAN,
 - d) loss or damage of the shipment delivered without any indication of tampering with the packaging or with the safeguards provided by Sender,
 - e) losses resulting from delay in delivery of the shipment, unless CARDAN has committed in writing to deliver the shipment before a specific deadline,
 - f) losses other than actual damage,
 - g) losses resulting from actions or failure to act by persons/entities not used by CARDAN to provide the services.
8. Compensation for loss resulting from delayed delivery shall be limited to the amount of CARDAN's remuneration.

§ 6. Customer's complaints

1. In the event of loss, damage of the shipment or any other claims against CARDAN, the Customer shall file a written complaint, whereas electronic communication sent to CARDAN's e-mail address within 6 days from the date on which the Customer found out, or should have found out about the loss or damage, shall constitute written form.
2. The Customer shall, along with the complaint, submit documents/proof confirming the condition of the shipment and the circumstances in which a loss or damage occurred.
3. CARDAN shall confirm receipt of the complaint within 14 business days from the delivery thereof and at the same time shall provide an explanation of the manner and the timeframe of claim consideration.
4. Submission of a claim shall not waive Customer's obligation to pay remuneration, reimburse incurred expenses and all and any other dues to CARDAN for performance of the services.

§ 7. Lien for claims

1. CARDAN shall have the right to seize the shipment and/or shipment documents in order to secure receivables payable by the Customer until fulfilment of payment.
2. CARDAN shall notify the Customer in writing of resorting to lien for claims, specifying the type of seized documents, the location in which the shipment is stored, as well as the subject matter and the amount of the collateral.
3. The Customer shall, prior to release of the shipment, pay all and any costs related to execution of the right to lien for claims, including the cost of storage of the shipment, unloading, loading, and transportation to the storage location.
4. The Customer shall indemnify CARDAN from all and any claims of third parties resulting from execution by CARDAN of the right to lien for claims.

§ 8. Rules for performance of the services for CARDAN by Service Providers

1. Forwarding Agreement/Contract of Carriage in accordance with provisions hereof and with the transport order shall be deemed as concluded, if the Service Provider:
 - a) confirms conclusion thereof in a written statement sent to Company's address,
 - b) confirms conclusion thereof in a written statement sent to the following e-mail address: biuro@cardan.net.pl,
 - c) does not submit a statement of refusal to accept the transport order within 1 hour from receipt thereof,

- d) commences performance thereof.
2. CARDAN shall make payment to Service Providers within the following deadline:
 - a) 45 business days from performance of the services, if the Service Provider within 10 days from performance of the services submits to CARDAN a correctly issued invoice and a complete set of original documents issued/received in relation with performance of the services,
 - b) 60 business days from delivery of an invoice and a complete set of original documents issued/received in relation with performance of the services if the Service Provider failed to observe the 10-day deadline for providing such documents following performance of the services.
3. Payment by CARDAN for performance of the services shall be conditioned upon submission of an invoice along with a complete set of original documents issued/received in relation with performance of the services.
4. The Service Provider shall obtain a written consent from CARDAN to incur additional expenses. All and any additional expenses of the Service Provider resulting from performance of the services may be reimbursed only upon their acceptance by CARDAN and against original invoices.
5. The Service Provider shall invoice such expenses only along with submission of an invoice for the performed service. Invoices submitted at a later date shall not be recognised.
6. CARDAN shall have the right to set off claims for all and any service-related contractual penalties and damages for which the Service Provider is liable, along with Service Provider's receivables by way of remuneration for performance of the service of carriage.
7. The Service Provider shall issue account statement documents to CARDAN and deliver them to CARDAN's registered office.
8. All and any amendments hereof or conditional acceptance of the transport order by the Service Provider shall render transport orders unsubmitted.
9. The Service Provider hereby declares that as on the date of acceptance and fulfilment of the order they hold current carrier's liability insurance (OCP) without clauses excluding carrier's liability for loss or damage of the shipment, theft or robbery. Upon CARDAN's request the Service Provider shall produce the insurance policy confirming conclusion of a third-party liability insurance agreement.
10. The Service Provider shall ensure constant contact with the driver fulfilling the carriage service, as well as relay information concerning the current location of the vehicle upon CARDAN's request.
11. The Service Provider shall not, without CARDAN's written consent, undertake transshipment of the cargo outside of the place of loading.
12. The Service Provider shall ensure the correct load distribution and placement of the cargo taking into account the correct axle loads of the vehicle. The Service Provider shall notify CARDAN immediately of any irregularities in loading or any inconsistencies of the cargo with the order, including any reservations concerning cargo quality, as well as record any reservations in CMR or the shipping list. The Service Provider shall obtain written confirmation of the loader for every entry in CMR or in the shipping list.
13. The Service Provider shall obtain CARDAN's written consent for subcontracting the service of carriage to sub-forwarders. Failure to obtain such a written consent shall result in determination that the contract was not fully executed, which shall entitle CARDAN to impose a contractual penalty in the amount of 100% of freight. In the event that a sub-forwarder causes a loss or damage to CARDAN's or Customer's property, CARDAN shall have the right to seek compensation in excess of the contractual penalty.
14. As a delayed arrival of Service Provider's vehicle/set for loading and/or unloading shall be considered arrival of Service Provider's vehicle/set for loading and/or unloading inconsistent with the arrangements included in the transport order, including non-compliance with the arrangements concerning the time of arrival of the vehicle/set. A delayed arrival shall be considered as undue performance of the agreement, which shall entitle CARDAN to impose a contractual penalty in the amount of the freight (at least EUR 800), as well as to seek

compensation due to the resulting loss on behalf of CARDAN or the Customer, if the loss exceeds the contractual penalty.

15. CARDAN shall have the right to seek compensation from the Service Provider for failure to perform or for undue performance of the agreement whenever the resulting loss exceeds contractual penalty.
16. The condition of recognition of Service Provider's layover shall be CARDAN's written consent. The Parties hereby agree that the Service Provider shall not have the right to impose fees/penalties for layovers of the vehicle/set, which shall be calculated in the following way: 24 hours at the loading dock, export customs, and 48 hours total at the unloading dock, import customs, as well as days off (Saturday, Sunday and holidays) and layover at the boarder shall be free of charge. For every started day of layover, except of free-of-charge days, the Service Provider shall have the right to charge a fee of EUR 150, if layover resulted from CARDAN's or Customer's actions or failure to act.
17. In the event of Service Provider's failure to fulfil the agreement, CARDAN shall have the right to impose a contractual penalty in the amount of the freight (at least EUR 1,000), as well as seek compensation if the loss exceeds the contractual penalty.
18. The Service Provider shall have the right to withdraw from the agreement 72 hours before the order fulfilment deadline at the latest, subject to a cancellation fee of 50% of the freight. Submission of a statement of withdrawal from the agreement later than 72 hours before the order fulfilment deadline shall be deemed as failure to fulfil the agreement and shall entitle CARDAN to impose on the Service Provider a contractual penalty up to the freight amount (at least EUR 1,000), as well as to seek compensation if the loss exceeds the contractual penalty.
19. The Service Provider shall not contact CARDAN's Customer. If the Customer notifies CARDAN in writing of Service Provider's attempt to contact them, CARDAN shall be entitled to impose on the Service Provider a contractual penalty in the amount of EUR 30,000.00 (thirty thousand).
20. CARDAN shall have the right to amend the terms and conditions of the transport order following its acceptance by the Service Provider. Failure to immediately refuse to fulfil the agreement in accordance with amended terms and conditions by the Service Provider in writing by means of an e-mail sent to Customer's e-mail address shall be treated as consent to perform the agreement in accordance with such amended terms and conditions.

§ 9. Dispute resolution and applicable law

1. All and any disputes resulting from legal relations to which these GTCA apply (such as resulting from performance, undue performance, failure to perform, compensation) shall be submitted for resolution to the court with jurisdiction over CARDAN's registered office.
2. The applicable law for dispute resolution shall be Polish law, provisions of Civil Code Act, and the Polish General Forwarding Rules.

§ 10. Final provisions

1. If any of the provisions hereof is or becomes invalid, all the remaining provisions shall remain effective.
2. GTCA in current wording shall become effective on 01 January 2017.