GENERAL CONTRACTUAL TERMS
AND CONDITIONS OF FORWARDING ORDER

CARDAN Logistics with its registered seat in Zielona Góra hereby declares that the below General Contractual Terms shall apply to the concluded agreements.

Definitions of terms applied in the hereby document

a) **CARDAN** –CARADN Logistics, company with its registered seat in Zielona Góra,
b) **Contractor** – subcontractor to CARDAN, further forwarder, carrier and other persons/entities with whom CARDAN cooperates upon the provision of forwarding services,
c) **GCT** - General Contractual Terms and conditions of Forwarding Order constituting an order appendix,
d) **Forwarding order issued by CARDAN** – order of a forwarding service entrusted with the Contractor,
e) **Correctly issued invoice** – billing document issued post completion of a service in the month in which the service was completed.
f) **Vehicle** – truck or trucks + trailer or trailers ordered for the Forwarding Order realization.

Rules of conduct of services provided to CARDAN by Contractors

1. The forwarding agreement/transport agreement according to the rules specified in the hereby GCT and in the transport order shall be considered as concluded provided that the Contractor:
   a) confirms its conclusion in writing via submission to the Company address,
   b) confirms its conclusion in writing via submission to the email address: biuro@cardan.net.pl,
   c) does not submit a statement on refusal to accept a transport order within 1 hours from obtaining it,
   d) proceeds to agreement execution.
2. CARDAN shall make payments towards Contractors / Forwarders within the following terms:
   a) 30 working days from the date of service completion provided that the Contractor submits to CARDAN, within the term up to 10 days from the date of service completion, a correctly-issued invoice/invoices and a set of original documents issued/obtained in relation to the service realization,
   b) 90 working days from the date of delivery of the invoice and the set of original documents issued/obtained in relation to the service provision, in case when the Contractor failed to meet the 10-days term for their submission, counted from the date of service completion.
   c) CARDAN shall be entitled to cancel or refuse to make the payment for the realized Forwarding Order in case when improper realization of the Forwarding Order has occurred (untimely execution of the service, damages to the cargo, Contractor having completed the order in a manner violating the agreement or the law)
3. Provision of both the invoice and the set of original documents issued/obtained in relation to the service realization is the condition of payment made by CARDAN for the execution of the service.
4. The Contractor shall be obliged to obtain the written consent from CARDAN for incurring additional costs. Any potential additional costs incurred by the Contractor, stemming from the execution of the order, may be reimbursed solely post their prior approval by CARDAN and on the basis of original proofs of their incurrence.
5. The Contractor shall be obliged to invoice such costs solely along with the invoice for the

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completed service. Receipts submitted at a later term shall not be considered.

6. CARDAN shall be entitled to the right of deduction/execution of set off with receivables without the consent of the Contractor on account of all contractual penalties stemming from the order, other costs and compensations for which the Contractor is held liable or to the occurrence of which he has contributed with the claim to which the Contractor is entitled on account of remuneration for the execution of the transport service.
7. The Contractor shall be obliged to issue billing documents to CARDAN and to deliver them to the address of its seat in the original version.
8. In case of any modifications to the hereby GCT or conditional acceptance of the transport order by the Contractor, the transport order shall be deemed as non-submitted.
9. The Contractor declares that on the date of order acceptance and on the date of its realization he is in the possession of valid Carrier Civil Liability insurance which does not contain any exclusion clauses concerning the insurer's liability for loss, defect, damage to the consignment, theft, displacement or robbery. Upon CARDAN's demand, the Contractor shall be obliged to present the insurance policy confirming conclusion of the civil liability insurance agreement.
10. The Contractor shall be obliged to ensure constant communication with the driver conducting the transport, including an obligation to inform about the current vehicle position at CARDAN request.
11. The Contractor shall not be entitled, without the written consent of CARDAN, to carry out reloading of the cargo outside the loading site. In case when this happens, the Ordering Party shall be entitled to place a contractual penalty on the Contractor up to the level of Fracht / remuneration specified in clause 4 of the Order.
12. The Contractor shall be held liable for the correct loading and deployment of the cargo, taking into consideration the correct maximum axle loads of the vehicle. Each irregularity in loading or non-compliance of the cargo with the order, including reservations as to the quality of the cargo must be immediately reported by the Contractor to CARDAN further to entering the reservations in CMR or the shipping list. The Contractor, whilst making the entry in CMR or the shipping list, shall be obliged to obtain a written confirmation from the loader.
13. The Contractor shall be obliged to obtain a written consent from CARDAN for the entrustment of the transport service conduct with other Carriers. Lack of consent shall result in considering the Agreement as having been improperly executed and it shall entitle CARDAN to the placement of contractual penalty on the Contractor at the level of 100% of fracht/remuneration specified in clause 4 of the Order. In case of occurrence of damages caused by the further Carrier to the property of CARDAN or of the Contractor, CARDAN shall be entitled to pursue compensation exceeding the contractual penalty.
14. Placement of the Vehicle, Vehicles and/or Vehicles Configuration for loading and/or unloading which is not compliant with the arrangements contained in the transport order including failure to meet the arrangements in the scope of the time of vehicle/set placement shall be considered a delay in the placement of the Vehicle, Vehicles and/or Vehicles Configuration by the Contractor when loading and/or unloading. Placement of the Vehicle, Vehicles and/or Vehicles Configuration by the Contractor with a delay shall be considered as improper execution of the Agreement and shall entitle CARDAN to charge contractual penalties equal to the level of fracht/remuneration inclusive (not lower than 800 EUR) as well as to pursue compensation on account of the damage occurred in relation to such action in the property of CARDAN or the Contractor in case the damage exceeds the level of the contractual penalty.
15. CARDAN shall be entitled to pursue compensation from the Contractor on account of non-execution or improper execution of the agreement in each case when the damage exceeds the level of the contractual penalty.
16. Written consent of CARDAN shall be the condition allowing for parking. The Parties agree that the Contractor shall not be entitled to calculate fees/penalties for the parking

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time of the vehicle/set calculated in such a way that the total of 24 hours for loading, export customs clearance is exempt from fees and the total of 48 hours - for unloading, import customs clearance as well as the non-work days (Saturday, Sunday, bank holidays), wait time for the issuance of oversize transport permit, police escort and border wait time. For each commenced day of parking outside the time exempt from fees, the Contractor shall be entitled to calculate the fee at the level from 150 to 300 EUR (depending on the set size) if the parking time results from actions or omission of CARDAN or the Ordering Party.

17. In case of failure to execute the agreement by the Contractor, CARDAN shall be entitled to calculate the contractual penalty at the level of fracht (minimum 1000 EUR) as well as to pursue compensation in case when the damage exceeds the level of the contractual penalty.
18. The Contractor shall be entitled to withdraw from the Agreement at latest 72 hours prior to the term of order realization subject to the withdrawal fee at the level of 50% of the fracht. Submission of the notice of withdrawal from the Agreement in the period shorter than 72 hours to order realization shall be considered non-execution of the Agreement and shall entitle CARDAN to burden the Contractor with contractual penalty up to the level of the fracht (minimum 1000 EUR) as well as to pursue compensation should the level of the damage exceed the level of the contractual penalty.
19. The Contractor shall not be authorized to contact the CARDAN Ordering Party. In the event when the Ordering Party notifies CARDAN in writing of the contact from the side of the Contractor, CARDAN shall be entitled to pursue payment of the contractual penalty from the Contractor at the level of 30,000.00 EUR (in words: thirty thousand Euro).
20. CARDAN shall be entitled to change the transport order terms post its acceptance by the Contractor. Lack of immediate refusal to execute the Agreement as per the modified terms by the Contractor, sent in the written form to the email address of the Ordering Party, shall be deemed as the consent for the execution of the Agreement on the basis of the modified terms.

Settlement of disputes and the applicable law

1. Disputes arising from the legal relations to which the hereby GCT apply (among others, on account of execution, improper execution, non-execution, compensation, contractual penalties) shall be resolved by the Court with jurisdiction over the seat of CARDAN.
2. The applicable law for the settlement of disputes shall be the Polish law, the provisions of the Civil Code Act and the General Polish Forwarding Terms and Conditions.

Final provisions

1. In case any of the provisions of the hereby GCT is or becomes invalid, the remaining provisions shall remain binding.
2. GCT in the hereby form shall be binding from 1 January 2017.

PREZES ZARZĄDU

Kamil Trubiłowicz

Zielona Góra, 01.01.2017