

General Conditions of Contract for Forwarding Trade rendered by carriers to an undertaking 'HI5-LOGISTICS SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA' (before: HI5 – LOGISTICS Spółka z ograniczoną odpowiedzialnością, A. Uszpulewicz, D. Mosiński, Ł. Mikołajczuk, M. Lewandowski, M. Mosiński spółka cywilna) hereinafter referred to as HI5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.

1. Commissioned Party shall take out an insurance policy OCP with document confirming the contribution of payment OCP and is obligated to have a license to carry out the contract.
2. Commissioned Party shall deliver all essential documents within 7 days of loading (shipping list, invoice, etc.) in care of 'HI5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' and on the e-mail address: docs@hi5-logistics.pl under pain of penalty fee up to the freight value and extending the invoice payment to 90 days. For the purposes of the deadline laid down, time shall only start to run from the date of receipt by Commissioned Party of a complete documentation.
3. Substitution of alternate carriers without the permission of HI5-Logistics is strictly forbidden under pain of penalty fee up to the freight value.
4. Commissioned Party shall be liable for the proper performance of the Contract in order to CMR, Transport Law and the Civil Code. Commissioned Party shall be liable for appropriate arrangement and protection of goods on the vehicle. Commissioned Party shall proclaim that the vehicles involved into the order will be technically correct and compatible with required capacity (maximum permissible laden mass must not be exceeded) otherwise 'HI5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' shall burden Commissioned Party with costs up to the freight value. During executing the order, Commissioned Party acting on behalf of ADR requirements shall substitute properly -equipped vehicle and the drivers shall be in receipt of essential documents and permits due to the order.
5. The driver shall be present during the loading and the unloading, shall provide appropriate arrangements of goods, shall examine the correctness of data in documents, condition of cargo and its package. If applicable, the driver is obligated to document objections. In case of lack of objections in shipping list, it is assumed that the quantity/packaging/condition of the goods were due in time of the loading and the unloading.
6. In case of vehicle damage, Commissioned Party shall without delay inform 'HI5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' about the fact within 24 hours shall substitute alternate vehicle under pain of charging the additional cost of the vehicle arranged by 'HI5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.'.
7. In case of carrying cargoes coming under customs clearance, Commissioned Party shall be liable for a properly conducted customs procedures in designated custom houses.

8. Either transshipment or added load not included in the contract is strictly forbidden under pain of penalty fee up to the freight value.

9. Commissioned Party shall inform 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' about all circumstances may affect the proper execution of the order under pain of taking all responsibility for any damage caused. In case of any disturbance connected with order fulfillment, Commissioned Party shall be liable for giving an effective information about the situation within 30 min from its appearance to 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' under pain of penalty fee up to the freight value. Lack of information shall be assumed as gross negligence.

10. Commissioned Party shall be liable for any losses, wastage or damage caused during executing the order and for its delay. If abovementioned faults had occurred before the order was undertaken, it shall be established without delay by Commissioned Party . All faults and the circumstances of its appearance shall be officially recorded.

11. In case of delay of executing the order by Commissioned Party, 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' may demand a penalty fee up to the freight value to be paid, however the amount of the fee cannot be lower than 270 EUR for each day started.

12. If the order concerns a full truck load, either the loading or unloading lasting up to 24h (48h to non-EU countries) is free of all berth charges and penalties if, however the order is partial loading (added load), either loading or unloading lasting up to 5h is free of all berth charges and penalties. The abovementioned record shall have legal effect providing that Commissioned Party shall immediately contact 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' about determining cause of extended lay-time. Commissioned Party shall provide the lay time certificate confirmed by shipper or custom house. Sundays and all non-working days are free of charges at the stopping place.

13. Freight amount is based on an average exchange rates published by NBP a day before the loading.

14. Remuneration for Commissioned Party shall be paid based on embraced unchallenged, delivered documents referred to in paragraph 2, by means of a transfer to the bank account indicated on the invoice, on time determined in the contract.

15. Persons named in the Contract agree the form of a registered letter or an e-mail as an official form of communication and proclaim that the persons signed the above-mentioned correspondence or other persons to whom it may concern are authorized to give statements related to the order.

16. Commissioned Party is under a non-compete, i.e. abandonment offering and supplying services to subjects connected with the contract under pain of penalty fee 15.000 EUR. In terms of obligation to pay the penalty fee shall also apply to an accidental and intentional operations revealing confidential information, causing a threat to company's stability or of economic importance to 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' contractors .

17. Commissioned Party by accepting these commission shall confirm the entire liability for taking all documentation from the loading place, essential to execute the commission, making all custom clearances (incl. other certifications of origin, invoices, specifications, permissions), opening

the envelopes and checking their completeness and compatibility of data in order to undertaken cargo, commission and route requirements.

18. Commissioned Party shall be liable for providing contact with the driver during executing the commission. Lack of contact with the driver lasting over 2 hours is assumed by 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' as the grounds for charging a penalty fee up to 1/4 freight value, however not lower than 50 EUR.

19. Changes in routes, places of delivery/loading, dates and hours of loading/unloading may occurred only if accepted by 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' by text message or e-mail. It is strictly forbidden to provide contact between sender of the freight and freight payee under the commission excluding Commissioning Party. Abovementioned shall be assumed as infringement of prohibition referred to in paragraph 16 under pain of penalty fee 15.000 EUR.

20. Any dispute between the undertakings involved is to be settled in the General Court of Gdańsk. These Conditions are an integral part of the contract and shall be binding to Commissioned Party. Lack of written claims within 30 minutes from obtaining the conditions shall be considered as agreement for executing the order due to abovementioned conditions.

21. 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' company does not accept any changes made by the Contractor- Carrier on the order mentioned above. Any changes without the written acceptance of the 'Hi5-LOGISTICS spółka z ograniczoną odpowiedzialnością sp. k.' management board declare to be invalid