

General Terms for Provision of Transport Services by Stan-Trans

I. General provisions

1. On the basis of these General Terms for Provision of Transport Services ("**GTPTS**") Stan-Trans Kraków Sp. z o.o. company with its registered office in Cracow on 34b Wązowozowa Street ("**Carrier**") shall enter into Transport Agreements ("**Agreements**") with the Clients ("**Senders**").

The Carrier and the Sender shall be hereinafter referred to as the "**Parties**".

2. The Parties may introduce additional provisions or provisions different from those included in the GTPTS to the Agreement, however, the differences between the GTPTS and the Agreement shall be established between the parties before execution of the said Agreement, and the changes may refer exclusively to the content of the model Agreement used by the Carrier, under pain of invalidity.
3. In case of discrepancies between the provisions included in the GTPTS and the Agreement, the provisions of the Agreement shall prevail, if they were included in the content of the model Agreement used by the Carrier or in the content of the Agreement generated electronically with the use of the form available at the website www.stan-trans.com.pl/zamow.
4. The model Agreement used by the Carrier constitutes **Annex no. 1** to GTPTS.

II. Subject and scope of services

1. The subject of GTPTS is regulation of rights and obligations of the Sender and the Carrier with reference to provision of road transport services by the Carrier for the Sender.
2. Transport Agreements shall be entered into in accordance with the principles specified in the GTPTS.

III. Conclusion and termination of Agreements

1. The Agreements shall be executed in one of the following manners:
 - a) Sending a completed Agreement form to Stan-Trans company by e-mail.
 - b) Sending a completed Agreement form to Stan-Trans company by fax.
 - c) Personal execution of the Agreement in the written form.
 - d) Generating the Agreement by completing the electronic form on the website www.stan-trans.com.pl/zamow.
2. With respect to the specificity and dynamics of transport sector, in case of Agreements executed by the parties in the manners specified in items a), b) and d) the parties shall not be obligated to deliver to each other agreements including original signatures of the parties or their representatives. **The Transport Agreement shall be entered into by submission of the Transport Agreement to the Carrier by the Sender by e-mail, fax, or by completion of an electronic form at the website of the Carrier, and then by unequivocal acceptance of the transport order by the Carrier by fax or e-mail, to which the Sender expresses its consent.**
3. The Sender may withdraw from the Agreement, yet within no less than 12 hours before the date of loading, provided that in the event the Carrier incurs costs in connection with commencement of realization of the agreement from which the Sender has withdrawn, the Sender shall cover the said costs in their entirety.
4. The Sender shall have the right to withdraw from the agreement also within less than 12 hours before the date of loading, however in such an event it shall have to pay compensation for termination in the amount of EUR 50. Irrespective of the above, the Sender shall be also obligated to return the costs in accordance with the previous clause.
5. The Sender may not withdraw from the Agreement after the Carrier commences loading operations.
6. Termination or expiration of the Agreement shall not release the parties from the obligation of confidentiality.

IV. Changes to the Transport Agreement

The Parties may introduce changes to the Agreement solely with reference to its content in the model used by the Carrier and in the written form under pain of invalidity. Changes shall be executed by sending by one of the Parties a modified transport order by fax or e-mail and then accepting that order by the other party via unequivocal written statement sent by fax or e-mail.

1. The Carrier shall bear full responsibility for due performance of the Agreement and for all persons and objects it uses to perform the Agreement as for its own activities.
2. The Carrier assumes responsibility for the transported Goods upon completion of loading the vehicle and signature of the transport documents.
3. Responsibility of the Carrier shall not include damage resulting from inappropriate packaging or loading the Goods, including the manner in which the Shipper loads and protects the Goods.
4. The Carrier shall be released from the responsibility for complete or partial loss of the goods or their damage which occurred in the time between acceptance of the goods and its delivery, as well as for delayed deliveries, if the loss, damage or delay was caused by the fault of an authorized person, his or her order not resulting from the fault of the carrier, the inherent defect of the goods or the circumstances which the carrier could not avoid and the consequences of which it was unable to prevent.

VI. Rights and obligations of the Carrier

1. The Carrier shall be obligated to:
 - a) get acquainted and comply with health and safety regulations, fire protection regulations, rules governing the passenger and goods traffic and other regulations applicable in the premises of the Shipper,
 - b) realize the Agreements pursuant to law and the highest security standards. The Carrier shall bear responsibility for any damage resulting from inappropriate handling of the loaded objects by the truck driver, that is, contrary to the instructions given by the Sender, and for all other damage caused during stay in the premises of the Sender caused through fault of the Carrier,
 - c) follow every delivery and provide information concerning the status of the delivery at the request of the employee of the Sender, also by means of GPS system,
 - d) protect the loaded Goods in accordance with the instructions of the Sender and the properties of the vehicle and the semitrailer, and in the event the Carrier does not receive from the Sender a written instruction concerning protection of the Goods in the content of the Agreement or later, the Carrier shall not be responsible for the damage resulting from inappropriate protection of the Goods. Grounds for determination of receipt of the instructions by the Carrier shall be confirmation of receipt,
 - e) perform the Agreement personally or through subcontractors,
 - f) immediately inform the Sender about occurrence of unexpected interruptions in provision of services beyond the control of the Parties, such as for example strikes, accidents, vehicle failure and other cases of force majeure. The Carrier shall be obligated to inform the Sender without delay about occurrence of such circumstances and take all reasonable economic-commercial measures aiming at minimizing the negative influence on the delivery system of the Sender.
2. The Carrier shall have the right to refuse to transport the defective objects, objects with insufficient packaging or objects without the required packaging.
3. In the event the receiver refuses to accept the shipment and the Sender fails to provide subsequent transport order concerning that shipment within 12 hours from the moment of refusal to receive the shipment, the Carrier shall have the right to hand over the shipment for deposition in the area of the place of delivery, at the cost and risk of the Sender.

VII. Rights and obligations of the Sender

1. The Sender shall be obligated to:
 - a) package the goods appropriately,
 - b) perform loading and unloading of the Goods under the supervision of the Carriers in the shortest time possible. The driver shall not be authorized to handle the goods,
 - c) provide the Carrier with the instructions concerning protection of the goods in the content of the Agreement or later, in writing, and the grounds for determination of receipt of the instructions by the Carrier shall be confirmation of receipt,
 - d) submit the consignment note and the documents required by the customs, tax and administrative regulations,
 - e) check the condition of the shipment upon reception. If the receiver accepts the goods without checking their condition with the carrier or without expressing any objections specifying the general type of damage or lack to the carrier at the latest at the moment of delivery as far as visible lacks or damage are concerned, or within seven days from the date of delivery, excluding Sundays and holidays, as far as concealed lacks or damage are concerned - it shall be presumed that, if there are no proofs to the contrary, that the goods were received by it in the condition described in the consignment note. The reservations provided for above should be

submitted in writing. The condition of the shipment shall be established in a form of an official report drawn in the presence of the representative of the Carrier (e.g. the driver) and the representative of the receiver of the goods.

2. If the Sender hands over to the carrier dangerous goods (ADR), the Sender should describe for the Carrier in detail the type of hazard they represent (such as UN no., class, packaging and exclusion group, if applicable) and inform the Carrier about the precautions which should be taken, if necessary. In the event the information was not included in the consignment note, obtaining evidence that the carrier knew what danger was connected with transport of the specified goods is the obligation of the Sender or the receiver.
3. Dangerous goods, which were not known as such to the carrier, under the provisions of the agreement may be at any moment and in any place unloaded, destroyed or conditioned by the carrier without any compensation. Moreover, the Sender shall be also liable for all the costs and damage resulting from submitting them for transport or transporting them.
4. The Sender shall be liable for any damage resulting from instructions and statements specified in the consignment note or in any other form, which are imprecise and inconsistent with facts, insufficient or written in the wrong place, as well as from the lack, incompleteness or incorrectness of the documents required by the specific provisions, and damage resulting from defective condition of the shipment, lack or insufficiency of the packaging or inappropriate performance of loading operations.
5. Failure by the Sender to maintain the date of loading or unloading by the Recipient in relation to the details in the road order form allows the Carrier to charge the Sender with a set penalty payment of 100€ for every beginning day of delay calculated daily until the outstanding operation is carried out. The occurrence of such a contractual penalty does not exclude the possibility of a compensation investigation instigated by the Carrier on general legal principles, even exceeding the amount of the above mentioned penalty.

VIII. Insurance, compensatory activities

1. The Carrier represents that it holds civil liability insurance with reference to performance of road transport services.
2. The Carrier shall be obligated to insure the vehicles by means of which it will perform transport agreements. At the request of the Sender the driver seconded by the Carrier to execute the transport agreement shall be obliged to submit the proof of vehicle insurance.
3. At the request of the Sender the Carrier shall be obliged to submit the valid civil liability insurance policy, the general terms of insurance and proof of payment of insurance contributions within 2 working days.
4. In case of international transport the carrier's liability for damages shall be in accordance with the CMR (Convention on the Contract for the International Carriage of Goods by Road) that is, up to SDR 8,33 for every kilogram of the transported goods. SDR exchange rate shall be calculated according to the average exchange rate of the National Bank of Poland announced as of the day on which the damage occurs.
5. In case of domestic transport the carrier's liability shall be in accordance with the Transport Act of 15th November 1984 in domestic transport.

IX. Confidentiality

1. The Parties are obligated to maintain confidentiality of the information that constitutes the trade secret of the other Party, acquired in connection with or at the time of the conclusion and performance of the transport agreements. The obligation of confidentiality is waived when:
 - a) the obligation to disclose the information results from the mandatory provisions of law,
 - b) the other Party expressed prior consent for disclosure of certain information in writing,
 - c) certain piece of information was made public by the other Party.
2. The Parties shall be obligated to maintain confidentiality for an indefinite period.
3. The trade secret shall be understood as technical, technological, organizational information or other information of commercial value which has not been made public yet and which would be disclosed to the company's competition, and which the other Party specifically describes as trade secret of its enterprise.
4. In the event of termination or expiry of the Agreement, the Carrier shall be obligated to return all information and transport documents (CMR, WZ) belonging to the Loader without delay and without any additional requests.

X. Remuneration

1. Remuneration for the provided services shall be determined in the Agreement.
2. Remuneration, if it is specified in a foreign currency, shall be converted into PLN in accordance with the average exchange rate of the euro as published on the day preceding unloading, unless the currency of remuneration is determined and it is different than PLN.
3. The date for payment specified in the Agreement shall be binding.

XI. Complaints

1. The Sender is entitled to lodge a complaint.
2. The complaint may be lodged:
 - a) In the written form – personally, in all branches of Stan-Trans company,
 - b) In the written form – by post, sent to the address ul. Wąwózowa 34b, 31-752 Kraków,
 - c) In the written form – by electronic message, in case of which the condition for effective submission of the complaint shall be confirmation of its receipt by the Carrier within 3 days.
3. The complaint shall be lodged in the written form. The complaint should include:
 - a) the date on which the complaint was drawn,
 - b) first name and surname (name) and address of residence (official seat) of the carrier,
 - c) first name and surname (name) and address of residence (official seat) of the person lodging the complaint,
 - d) title and justification for the complaint,
 - e) amount of the claim (separately for each transport document),
 - f) original of the consignment note,
 - g) damage protocol signed by the receiver and the driver - original or the certified copy. The protocol determining the condition of the shipment should include in particular the information concerning:
 - a. the initial condition of the shipment and value of the shipment resulting from the information given in the transport document,
 - b. type of violation of the condition of the shipment, transport container or the means of transport,
 - c. extent of violation, including loss in amount, weight or volume of the shipment,
 - d. potential time and place in which the state of the shipment was violated,
 - e. presumed causes of violation of the condition of the shipment,
 - f. other circumstances of violation of the condition of the shipment,
 - g. if the condition of the shipment is established after its delivery, the protocol should also contain the circumstances of determination of violation of the shipment's condition.
 - h) certified copy of the commercial invoice accompanying the shipment, ,
 - i) list of the enclosed documents,
 - j) signature of the person authorized to lodge the complaint.
4. The Sender shall lodge the complaint on the form constituting **Annex no. 2** to the General Terms for Provision of Transport Services by Stan-Trans.
5. Cases not provided for in the GTPTS shall be regulated by the ordinance of the Minister of Transport and Construction on determination of the condition of shipments and complaint procedure of 24th February 2006 (Journal of Laws, No. 38, item 266).

XII. Settlement of disputes

Any disputes arising from the transport agreements shall be resolved amicably by the Parties. If amicable settlement may not be achieved within 14 days from the day of notification of the dispute, each Party shall be entitled to submit the dispute for settlement to the court having jurisdiction over the registered office of the Carrier.

XIII. Final provisions

1. All changes or additions to the transport Agreement require completion in accordance with appropriate norms for its execution, subject the provisions of the GTPTS, under pain of invalidity. Effectiveness of oral submission or submission by e-mail of any statements of intent and knowledge to the Carrier shall depend on confirmation of reception of such statement by the Carrier in writing or by fax or e-mail.
2. The conditions specified in the Agreement and the GTPTS shall constitute a complete content of the Agreement entered into by the Parties and they shall take precedence over all previously incurred obligations, statements and settlements, whether they were executed orally or in writing.
3. Should any provision of the Agreement be rendered invalid or ineffective, the Agreement shall remain in force in the remaining part, and another provision most similar to the initial provision, conveying the intention of the Parties to the greatest extent shall be applied in the place of the invalid or ineffective provision.
4. All letters and declarations of the Parties resulting from the Agreement shall be served at the addresses specified in the Transport Agreement. In the event of change of the address for correspondence the Party shall be obligated to inform the other Party about that change, or else the service of letters and declarations sent to the previous address shall be deemed effective. This provision shall not apply to orders of the transport agreement.
5. The Sender shall authorize Stan-Trans Kraków Sp. z o.o. company to issue a VAT invoice after completion of the transport service without signature, pursuant to the ordinance of the Minister of Finance of 12th May 1993, Journal of Laws, No. 39, item 176, as amended.



TRANSPORT AGREEMENT

SENDER

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|--------------------------------------|------------------------------------|
| Full company name: full company name | |
| Company address: address | |
| Mailing address: address | |
| www: www | VAT registration number: 000000000 |
| Contact person: contact person | Position: position |
| Phone: +48 00 000 00 00 | Mobile: 000 000 000 |
| Fax: +48 00 000 00 00 | E-mail address: address@address.pl |

CARRIER

Full company name: Stan-Trans Kraków Sp. z o.o., ul. Wąwózowa 34b, 31-752 Kraków, VAT registration number (NIP): PL678-316-43-23, KRS 652666, phone: +48 12 684 11 65, fax: +48 12 684 10 20, biuro@stan-trans.com.pl, www.stan-trans.com.pl

LOADING

| | |
|--|--|
| Date: 00-00-2017 | Date: 00-00-2017 |
| Time: 00:00 | Time: 00:00 |
| Address: address | Address: address |
| Contact person: contact person | Contact person: contact person |
| Phone: phone | Phone: phone |
| Notes: notes | Notes: notes |
| Point of export clearance (if necessary): point of export clearance | Point of import clearance (if necessary): point of export clearance |

UNLOADING

SHIPMENT SPECIFICS

| | |
|--|--|
| Type of goods: type of goods | Way of loading (fromside/top/back): way of loading |
| Quantity: 0 | Weight: 0,0 kg |
| Way of unloading (fromside/top/back): way of unloading | Value of goods at time of loading: value |
| Dimensiond (LxWxH): L / W / H | Additional comments: comments |
| Type of truck: type of truck | |
| The sender's instructions concerning the protection of cargo: instructions | |

Net price (+23% VAT) | 00,00 zł | Payment due | prepayment | 7 days | other: - - days

Additional comments regarding payment:
comments

I declare that I have read and accepted the General Terms for Provision of Transport Services by Stan-Trans („GTPTS”). The GTPTS are available at the website www.stan-trans.com.pl/GeneralTerms.pdf

Date, signature and stamp of Sender

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Date, signature and stamp of Career

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F01 / Valid from: 10.05.2017 / Last update: 10.05.2017 / QMS ISO 9001 / Strona 1 z 1

ENTITY LODGING A COMPLAINT

Company name:

Address:

VAT registration number:

Contact person (name and surname):

Phone number to contact person:

E-mail address to contact person:

PERSON RECEIVING THE COMPLAINT

Stan-Trans Kraków Sp. z o.o., ul. Wąwozowa 34b, 31-752 Kraków

SUBJECT OF COMPLAINT (Please mark by placing „x” in the following fields)

| | |
|--------------------------|-------------------------------|
| <input type="checkbox"/> | Total loss |
| <input type="checkbox"/> | Partial loss |
| <input type="checkbox"/> | Damage |
| <input type="checkbox"/> | Type of damaged goods: |
| <input type="checkbox"/> | Type of package: |
| <input type="checkbox"/> | Quantity of damaged packages: |
| <input type="checkbox"/> | Delay of delivery |
| <input type="checkbox"/> | Other incident: |
| <input type="checkbox"/> | Route: |
| <input type="checkbox"/> | Licence plate number: |
| <input type="checkbox"/> | Date of loading: |
| <input type="checkbox"/> | Amount of the claim: |

ENCLOSED DOCUMENTS (Please mark the documents you attach to your complaint by placing “x” in the following boxes.)

ATTENTION: The complaint will not be processed without the original consignment note, damage protocol signed by the receiver and the driver, copy of the commercial invoice accompanying the shipment and photographs of the damaged goods. In exceptional cases the Carrier may request additional documents. Missing attachments should be sent within 7 days from the date of lodging the complaint.

| | |
|--------------------------|--|
| <input type="checkbox"/> | Original consignment note |
| <input type="checkbox"/> | Damage protocol signed by the receiver and the driver (original or certified copy of the original) |
| <input type="checkbox"/> | Certified copy of the commercial invoice accompanying the shipment |
| <input type="checkbox"/> | Photographs of the damaged goods |
| <input type="checkbox"/> | Other documents connected with the damage and type and amount of the claim |
| <input type="checkbox"/> | 1. |
| <input type="checkbox"/> | 2. |

BANK TRANSFER DETAILS IN CASE THE COMPLAINT IS RECOGNIZED

Clients name:

Bank account number:

| Date and signature | Stamp |
|--------------------|-------|
| | |