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## GENERAL TERMS AND CONDITIONS OF CONTRACT

These General Terms and Conditions of Contract (hereinafter referred to as "GTC") establish binding rules for each forwarding order (hereinafter referred to as "Order") - an order for the organization of national or international road transport of goods placed by the ordering party (hereinafter referred to as "Ordering Party") and Bartosz Kolczyński, conducting business under the name Abnormal Transports Bartosz Kolczyński, with its registered office in Wałbrzych, tax identification number: PL8863027411 (hereinafter referred to as "Freight Forwarder").

The Ordering Party and the Freight Forwarder are hereinafter collectively referred to as the "Parties".

### [General provisions]

1. Based on the Order, the Parties enter into a forwarding contract, under which the Freight Forwarder undertakes, within the scope of its business activities, to organize the carriage of goods specified in the content of the Order.
2. The Parties undertake to respect all requirements imposed on the parties to the forwarding contract by the provisions of the universally binding law, in particular the provisions of the Civil Code.
3. The Parties agree that, in the scope not regulated by the Order and these General Terms and Conditions, the direct application shall be had of the provisions of the General Polish Forwarding Conditions 2010, available, among others, on the website of the Polish Chamber of Forwarding and Logistics at the following link <http://pisil.pl/opws-2010/>.

### [Statements of the Parties]

4. The Freight Forwarder declares that it has all the necessary authorizations and licenses to carry out the Order, including the authorization to perform the freight forwarding contract specified in the Order.
5. The Customer confirms that the information contained in the Order, in particular information regarding the goods, is entirely accurate. The Customer assumes full responsibility and releases the Freight Forwarder from liability for the consequences of inaccurate, incomplete, and incorrect information contained in the Order, accompanying documents, correspondence between the Parties, or provided directly on the goods (e.g. weight, dimensions, properties, transport and storage conditions).

### [Obligations of the Freight Forwarder]

6. The Freight Forwarder undertakes to cooperate with the client and provide necessary professional support during the execution of the order.
7. The Freight Forwarder assumes the obligation to perform a forwarding service for the client as defined in the order, within the timeframe and locations specified in the order. The parties agree that the Freight Forwarder shall not be held responsible for fulfilling the obligation mentioned in the above sentence if its fulfillment has become objectively impossible due to exceptional events beyond the control of the Freight Forwarder. Exceptional events include, among others, extraordinary transport incidents, weather conditions, actions of public authorities, strikes, temporary suspensions of operations of third-party entities. The Freight Forwarder is also not responsible if fulfilling all the conditions of the order was impossible due to the nature of the transport route, specific provisions of road law applicable in individual countries where the transport takes place, and other special provisions, including provisions of law concerning drivers' working time.
8. In the absence of specific instructions from the client or difficulties in obtaining them, the Freight Forwarder secures the interests of the client at their expense, acting at their discretion in the most

advantageous way for the client in the selection of routes, means, conditions, and methods of transport, as well as storage and loading of shipments, of which they should inform the client as far as possible.

9. The Freight Forwarder is obliged to inform the client about unplanned events and circumstances arising during the execution of the order. In particular, the Freight Forwarder is obliged to inform the client about events such as delays in loading or unloading, extraordinary weather and transport incidents affecting the organized transport.
10. In special cases, the Freight Forwarder has the right to stipulate that the performance of the order is dependent on obtaining appropriate permits, the availability of specific specialized equipment, or the existence of appropriate conditions at the loading or unloading site. The failure to meet the above conditions, unless caused by the fault of the Freight Forwarder, entitles the Freight Forwarder to withdraw from the order without the client having any claims in this respect.
11. In case of the appropriate need, the Freight Forwarder is obliged to actively mediate in the negotiations between the client and the carrier or any third party involved in the transport process.
12. The Freight Forwarder may carry out the transport themselves. In this case, they have both the rights and obligations of the carrier.

#### **[Duties of the Client]**

13. The Client is obliged to notify the person indicated in the Order form as authorized to act on behalf of the Carrier via email or SMS message and in writing in the following cases and deadlines: a) at the time of delivery - when visible damage is found during unloading, b) no later than 3 days from the time of delivery - in the case of damage not visible during unloading, c) no later than 7 days from the unloading date - in case of delivery delays. The parties agree that failure by the Client to comply with the above procedure will release the Carrier from any liability for the above events.
14. Before entering into the Agreement, the Client is obligated to inform the Freight Forwarder of the value of the goods if it exceeds the amount of 10,000 EUR. Failure to provide relevant information releases the Freight Forwarder from compensation claims beyond the mentioned amount.
15. The Client is obliged to provide the Carrier or the entity designated by it with a complete set of documents necessary to perform the Order at each stage, including documents related to customs formalities. Failure to provide any documentation required for the proper execution of the Order will entitle the Carrier to demand payment of the entire agreed fee under the Order, regardless of whether the forwarding service has been fully performed.
16. The Client confirms that the amount indicated in the Order is the full remuneration of the Carrier. Regardless of the Carrier's remuneration, the Client is fully responsible for all costs of executing the Order, such as logistics costs (loading, reloading, unloading, costs of securing and preparing the transport route), public law costs, and obligations related to third-party entities.
17. The Client is obliged to communicate any instructions and guidelines not included in the Order only to the person authorized to act on behalf of the Carrier in the content of the Order form. The Carrier is not responsible for the execution of instructions and guidelines given to other persons.
18. In the case of transporting hazardous goods, the Client should comprehensively notify the Carrier about the properties of the cargo, the degree and type of danger, and its classification according to applicable regulations.
19. The Client is obliged to ensure proper packaging of the shipment, in particular to ensure its proper protection during transport.
20. The delay in payment of freight entitles the contractor to add 1% of the net freight price for each day of delay.
21. The client confirms the legality of the origin of the goods they entrust to the Freight Forwarder.

## **[Special Provisions]**

22. Cargo insurance stands at 0,15% of cargo value but needs to be accepted by official offer or confirmation.
23. The freight price of the Freight Forwarder specified in the order cannot be offset against any claims the Client may have against the Freight Forwarder. The Client acknowledges that filing a complaint or compensation claim with the Freight Forwarder does not exempt them from the obligation to make timely payments of the Freight Forwarder. Any claim the Client has against the Freight Forwarder is a separate matter that will be resolved within 14 days of its occurrence.
24. The costs incurred by the vehicle's standstill at the loading/unloading place, during customs clearance or by the vehicle's detention by road services, caused by any circumstances attributable to the Principal, are determined in advance by a lump sum of 40% of the freight price for each commenced day of standstill. Regardless of the lump sum amount for unplanned standstill, the Principal undertakes to cover all other costs incurred by the Freight Forwarder in connection with the resulting delay, in particular resulting from charges imposed on the Freight Forwarder by carriers, contractors and third parties.
25. In the event of the Principal's withdrawal from the Order for reasons not attributable to the Freight Forwarder the Freight Forwarder will be entitled to remuneration in the amount of 50% of the remuneration agreed in the content of the Order. Regardless of the remuneration, the Principal will cover all costs incurred by the Freight Forwarder in connection with the activities already carried out by them.
26. If significant inconsistencies arise during the implementation of the Order between the data contained in the content of the Order resulting or which may result in difficulties in its implementation or the necessity of incurring additional material and non-material costs, the Freight Forwarder reserves the right to immediately withdraw from the Order. In the event of the Freight Forwarder's withdrawal from the Order due to events described above, they will be entitled to the entire remuneration determined in the content of the Order.
27. Any changes to these Terms and Conditions must be made in writing by the Parties under penalty of invalidity.
28. The transportation cost always excludes the cost of customs clearance, taxes, and duties. If Bartosz Kolczyński Abnormal Transports confirms responsibility for the costs of export/transit/import clearance, it only means the cost of hiring customs agents to perform the tasks; the cost of duties and taxes for the purchased goods is not included in these costs.
29. Customer confirms that is aware of hauliers liability which according to CMR is 8.33SDR per kilogram of shipment.
30. The Client exempts Bartosz Kolczyński Abnormal Transports from liability for damages to the goods that occur as a result of transportation within the country during a state of war.
31. The Client accepts all additional costs that must be incurred in connection with the oversize transport they have commissioned. Additional costs often cannot be specified on the day of the offer. Abnormal Transports declares that it does not charge a commission on additional costs it invoices.
32. The Client cannot charge Bartosz Kolczyński Abnormal Transports for costs related to extended waiting times for permits. Permits are issued by public administration authorities, over which Abnormal Transports has no control.
33. The Client declares that they are aware of the nature of Abnormal Transports. Any physical damages caused by Abnormal Transports' subcontractor are resolved directly between the Client and the carrier. Abnormal Transports is obligated to provide complete data of the subcontractor and their insurance policy for the settlement of any damages. Damages incurred do not affect the remuneration of the freight forwarder and the timeliness of its payment.

**[Costs applicable during the implementation of the forwarding order/contract]**

When the vehicle arrives for loading, which cannot be carried out due to reasons beyond the Contractor's control, the Client bears cancellation costs in the amount of 50% of the freight price for normal vehicles and trailers, and 100% for special trailers. This includes:

- ~ Goods unavailable for loading on the day of loading.
- ~ Goods with dimensions and weight different from those specified in the offer.
- ~ Inability to access the loading site for an empty or loaded truck.
- ~ If the weight of the declared goods is different from that in the offer or different dimensions, the Client covers all costs of fines/reloading/storage of goods and second transport.
- ~ All other situations resulting in the inability to load. In some situations, the Contractor is entitled by law to 100% compensation.

When the vehicle is on the way to the loading site and the Client cancels the work, the costs are:

- ~ 33% of the freight price will be invoiced for vehicles up to 3.5 tons.
- ~ 40% of the freight price for trailers between 7.5t ~ 40t
- ~ 60% of the freight price for all types of special trailers + permit costs.

In the case of arrival at the unloading site where unloading cannot be carried out due to reasons beyond the Contractor's control, the Client bears all costs associated with this situation.

1 hour ISfree for loading and unloading unless otherwise agreed. Tariff for additional waiting time below.

Vehicles up to 3.5 tons:

- ~ EUR 40.00 per hour after exceeding 1 hour. If the truck has to wait until the next day, an additional fee of EUR 250.00 will be charged.

Vehicles between 7.5 ~ 40t:

- ~ EUR 80.00 per hour after exceeding 1 hour. If the truck has to wait until the next day, an additional fee of EUR 400.00 will be charged.

All special trailers and oversize loads are priced individually. If no agreement has been reached before transportation, prices are:

- ~ EUR 350.00 per hour after exceeding 1 hour. If the truck has to wait until the next day, additional costs of EUR 1000.00 will be charged.

At the time of loading the goods, the carrier undertakes to bear the risk and cost of transportation to the unloading site.

The Contractor must have valid insurance and a freight forwarding license during transportation for the Client.

In case of any problems, discrepancies, and the threat of failure to meet the conditions of the transportation order, the Contractor undertakes to immediately inform the Client.

The payment term is 1 day from the delivery of goods unless otherwise agreed.

Non-compliance with the transportation order, delay, change of loading and unloading address must be reported by the Client to the Contractor as soon as changes occur. Any changes must be confirmed and signed by the Contractor.

The Client authorizes the Contractor to issue an invoice for the above transportation order without the signature of the Contractor's representative.

The Client must report the value of the transported goods.

**Full terms and conditions for special and oversize transportation:**

- ~ Machines must be available for loading on the day of loading.
- ~ Machines must have precise dimensions specified in the offer.
- ~ Machines must have accurate weight specified in the offer.
- ~ Entry and exit from the loading and unloading location must be possible (sufficient infrastructure) when empty.
- ~ The exact loading and unloading address must be provided.
- ~ The price includes a pilot (escort vehicle) of category BF 3. The price does not include a pilot of category BF 4.
- ~ The price does not include police escort. If necessary, the cost of the police will be re-invoiced.
- ~ The price does not include dismantling of road infrastructure.
- ~ The price does not include the cost of road/bridge expertise.
- ~ There is no fixed delivery date. A rough delivery time has been established.
- ~ The client must provide special equipment for loading free of charge if necessary.
- ~ Loading and unloading will be performed by others.
- ~ All machines must be protected from weather conditions during transport through the loading location.

Additional information:

Special transports are those that require at least one permit to enable transport.

Special trailers are those that will be used for special transports.

### **[Liability]**

34. The Client hereby undertakes to indefinitely refrain from entering into any form of direct or indirect cooperation with the subcontractors of the Carrier, and from taking any actions aimed directly or indirectly at establishing cooperation with them. This commitment applies in particular to all forms of cooperation or offers of cooperation made by the Client (or its employees, representatives, agents, or related entities) to the Carrier's subcontractors (their employees, representatives, agents, or related entities), or any other third-party service providers. The prohibition also applies to offering or arranging for the provision of services by third parties. Any breach of this obligation shall entitle the Carrier to demand from the Client a contractual penalty in the amount of EUR 15,000.00 (fifteen thousand euros) for each disclosed case. The payment of the contractual penalty does not exclude the possibility of the Carrier demanding compensation exceeding this penalty.
35. The extent of the liability of the freight forwarder in the event of loss, shortage, damage or delay in delivery is limited by the parties to a maximum of 8.33 SDR.
36. The Parties undertake not to disclose to any third parties any information that constitutes a trade secret of the other Party within the meaning of the provisions of the Act on Combating Unfair Competition. Trade secret shall include in particular information relating to the Parties (or related entities) and their activities, in particular any technical, technological, legal, commercial or organizational information, as well as information concerning strategies, personnel, financial matters, future plans, prospects or other information of economic value, and any information obtained as a result of analysis or processing of the provided information.

### **[Final provisions]**

37. These terms and conditions apply to both parties in their entirety, regardless of any unilateral changes or annotations made by the Client.
38. Polish law is the only law applicable to all aspects of these terms and conditions. Any disputes arising from the contract based on these terms and conditions will be resolved by Polish courts, applying Polish substantive and procedural law.
39. Any disputes that may arise from the agreement based on the Client's order shall be settled by the court having jurisdiction over the location of the Freight Forwarders registered office.