

GENERAL TERMS AND CONDITIONS (GTC) FOR TRANSPORT SERVICES FOR TK TRANSPORT AND FORWARDING (UK) LTD.

The liability of the parties (ORDERER and CONTRACTOR) is determined by the terms of the CMR Convention. However, the parties to this transport order in addition to the CMR Convention, voluntarily undertake to comply with their obligations, and undertake to pay the contractual penalties provided for in this agreement or the terms of this agreement. CONTRACTOR guarantees insurance against the liability of the carrier (CMR / OCP insurance) for this carriage.

1. GENERAL STATEMENTS: All conditions and arrangements contained in GTC apply to all transport contracts and further forwarding, concluded between TK TRANSPORT AND FORWARDING (UK) LTD., International House,776-778 Barking Road, E13 9PJ LONDON , hereinafter referred to as the ORDERER , and a client, performing commercial road transport of goods in domestic and international traffic, hereinafter referred to as a CONTRACTOR . These GTCs describe in detail the rights and obligations of ORDERER and CONTRACTOR regarding the execution of the order. By accepting the Order, the CONTRACTOR concludes a Transport Agreement with the ORDERER on the terms contained in the Order issued by the ORDERER and in this Annex.

2. ARRIVAL OF ORDERS: The Subject Order is considered to have been accepted by the CONTRACTOR in the event of not sending a resignation from the Subject Order to the fax number or electronic mail of the ORDERER by the CONTRACTOR within 30 minutes from the moment of receiving of the last page of the Subject Order to the fax number or e-mail of the CONTRACTOR . The fax number and email address provided to the CONTRACTOR directly by ORDERER or the number and address given to the public information (eg on the transport exchange) shall be deemed the appropriate fax number and email address of the ORDERER . In the event the Subject Order is canceled by the CONTRACTOR later than 24 hours before loading, the CONTRACTOR shall bear the costs up to the freight amount, however not less than 300 Euro.

3. OBLIGATIONS OF THE CONTRACTOR AS A CARRIER The CONTRACTOR undertakes to deliver the goods mentioned in the order in place and on the date indicated in the Subject Order and obtain a written confirmation of receipt of the delivered goods on a specially prepared print (signature of a person authorized to act on behalf of the recipient) In addition, the CONTRACTOR is obliged to:

3.1 Completion of the Subject Order with the means of transport appropriate for the carriage of cargo discussed in the Subject Order, technically efficient and approved for the carriage of goods in accordance with the provisions of the applicable International Road Law. The means of transport set up by the CONTRACTOR for the execution of the Subject Order should be equipped with all necessary documents allowing to participate in national and international road traffic and to perform commercial road transport in domestic and international traffic;

3.2 Ensuring the performance of carriage, by a driver possessing all necessary qualifications, medical examinations and permissions allowing the execution of the Subject Order taken, valid for the whole period of performing the transport;

3.3 Compliance with customs regulations, phytosanitary norms and State Law, applicable in countries where transport is carried out in accordance with the Subject Order;

3.4 use of the means of transport, performing transport of cargo according to the Subject Order, only for the purpose of carrying out this transport, without the possibility of reselling the free load area without obtaining prior consent of the ORDERER ;

3.5 during loading, the driver is obliged to be present at the loading area and check the conformity of the goods with the transport documents: CMR consignment note, Packing List, Invoice and attached certificates regarding the cargo specified in the Transport Order taken by the CONTRACTOR . The driver is obliged to check the actual state of the goods and the packaging of this product before leaving the area of loading. In case of discrepancies between the actual state of the cargo and the shipping documents, or if there is a suspicion that the packaging or goods have been damaged, the driver is obliged to immediately inform the ORDERER and to make the appropriate annotation in the CMR Bill of Lading, confirmed by the sender;

3.6 During loading, the driver is obliged to reliably and appropriately, to the specificity of the goods, secure the loaded goods (including the security preventing its displacement and damage during transport) and to deliver the goods unchanged to the place of unloading;

3.7. The driver is obliged to properly secure the transported cargo against any possibility of theft or destruction of the cargo taken during transport in accordance with the Subject Order;

3.8 In the event of an event occurring before damage or partial loss of the cargo, the driver is obliged to make every effort to minimize the extent of damage. If the damage was caused by robbery, burglary or road accident, the driver is obliged to immediately call the police and prepare a record of the incident involving the police or the recipient of the goods, specifying the circumstances and extent of the damage;

3.9 Immediately inform the ORDERER about any problems related to the timely delivery of the means of transport, announced by the ORDERER , to the place of loading / unloading or other problems related to the implementation of the Subject Order. It is obligatory to inform the ORDERER daily, at least once a day, between 09.00 and 11.00 on the course transport.

3.10 Informing the ORDERER , during office hours, ie 8.00-17.00, about the scheduled time of substitution for the notified means of transport for loading / unloading;

3.11 Immediately after confirming the fact, arrange the interruptions with the ORDERER and immediately provide them with a parking card confirming them, provided by the appropriate authorities;

3.12 In the event of the possibility of additional costs related to the performance of the Subject Order, the CONTRACTOR is obliged to immediately agree and confirm them with the ORDERER by email or via fax. The ORDERER reserves the right not to accept the aforementioned costs if the CONTRACTOR does not agree them with the ORDERER before incurring them;

3.13. The CONTRACTOR is obliged to have a valid OCP Insurance Policy, valid in all countries where transport takes place, throughout the period of performing transport, undertaken in accordance with the Subject Order accepted from the ORDERER .

4. LIABILITY OF THE CONTRACTOR AS A CARRIER:

4.1. After the load has been taken, the CONTRACTOR is responsible for the total or partial destruction or theft of the cargo during the carriage.

4.2. The CONTRACTOR bears full responsibility for the actions of his employees (also in the case of theft or other damage) and other people whose services he uses in the performance of the contract. The ORDERER does not bear any liability towards third parties for the claims of these persons towards the CONTRACTOR related to the performance of the contract for the ORDERER .

4.3. In the event of damage, loss of goods during transport, the CONTRACTOR is obliged to repair the damage suffered by the ORDERER in connection with such an event, in full, i.e. in particular taking into account the lost profit of the ORDERER and contractual penalties which the ORDERER was obliged to pay due to failure of completing the ORDERER concluded contracts.

4.4. In the event of delay in substitution of the means of transport for loading / unloading, in accordance with the time limits described in the Shipping Order, the ORDERER has the right to charge the CONTRACTOR with a contractual penalty in the amount of EUR 300 for each started day. In the event of failure to place a means of transport, described in the Subject Order, for loading, the ORDERER may charge the CONTRACTOR with a contractual penalty in the amount of EUR 600.

4.5. If there are reasons to request payment of contractual penalties by the ORDERER, the ORDERER is entitled to deduct contractual penalties from the CONTRACTOR remuneration.

4.6. The ORDERER is entitled to demand compensation by the CONTRACTOR in an amount exceeding the amount of reserved contractual penalties.

4.7. The CONTRACTOR has no right to subcontract a Shipping Order without prior agreement with the ORDERER.

5. DOWNTIME FEES: On the loading, a free from fees period of 24 hours of downtime applies within the European Community. In the event of other stopping conditions described in the Subject Order, the conditions included in the Subject Order are priority. On unloading, a free from fees period of 48h of downtime conditions applies. In the event of other stopping conditions described in the Subject Order, the conditions included in the Subject Order are priority. The fee for each over-standard documented 24-hour downtime is equivalent to 100EUR. The ORDERER shall not be liable for any non-standard stoppages resulting from the fault of loading and unloading places or customs offices. The downtime must be confirmed with a parking card, thoroughly filled (mean of transport number, name of the carrier, stopping place, date and time of arrival and departure) and including the name of the authorized person at the place of demurrage, stamp and signature from the parking place.

6. PAYMENTS: Freight amount, given in the content of this transport order (ALL IN) in case of the absence of additional documented arrangements, includes all costs related to the carriage of cargo described in this subject Order. The basic condition for payment of freight for the transported is immediate (up to 14 calendar days) sending an invoice issued in EUR, GBP, PLN together with a set of documents related to the transport: CMR legally clean, transport invoice along with the attached ORDERER reference number and other required documentation described in the Subject Order (eg Export Declaration) to the ORDERER address. The payment of the freight will be made after the expiry of the 60-day period if no other payment date has been discussed and confirmed in writing by the ORDERER, from the moment of delivery of the correct invoice along with the complete required documentation related to the transport. Upon receipt of the invoice sent by the CONTRACTOR with the required set of documents, the ORDERER undertakes to check these documents within 48 hours of their receipt and either to accept them or send them their reservations to the CONTRACTOR by fax or via post. In the event of sending reservations by the ORDERER, the payment deadline will be commenced only if the reservations are settled by the CONTRACTOR. The day of submitting the transfer order in this respect is counted as the day of settlement of liabilities due to freight payment by the ORDERER.

7. EXCLUSIVENESS CLAUSE: The CONTRACTOR undertakes, within two years from the date of acceptance of the subject Order for execution, not to undertake direct or indirect cooperation with a direct client of the ORDERER. In the event of violation of the above-mentioned condition in point "EXCLUSIVENESS CLAUSE" THE CONTRACTOR undertakes to pay to THE ORDERER a contractual penalty of EUR 20 000 for each infringement of this type.

8. CONFIDENTIALITY: The terms of the Subject Order and the related documentation as well as the information provided are confidential and protected by the provisions of the United Kingdom Law. In the event of violation of the above-mentioned condition in point "Unfair Competition Suppression Act" The CONTRACTOR undertakes to pay to the ORDERER a contractual penalty of EUR 50000 for each infringement of this type.

9. FINAL PROVISIONS: In cases not subject to the conditions described in the Subject Order, the provisions of the Convention on the Contract for the International Carriage of Road Vehicles (CMR) shall apply. Any change to the Conditions of the Shipping Order requires mutual agreement before the end of the carriage and written confirmation of each party under the threat of nullity of the changes. All disputable issues should be unconditionally agreed with the ORDERER and prior to their implementation, previously confirmed by the ORDERER in writing. In the event of the necessity to settle disputes through a court, the courts competent for resolving disputes will be competent for the ORDERER's registered office. Payment terms: Money transfer in EUR, GBP, PLN currency (According to Transport Order) AFTER DELIVERY OF CMR, 60 days from the date of receiving correctly issued invoice with a set of original documents by the ORDERER. In the event of any demurrage fees and other additional charges (costs), agreed and subject to reimbursement, please issue a separate Payment Note for the aforementioned fees (costs). We reserve the right to return an invoice containing other than the above-mentioned charges (costs). Downtime charges: only and exclusively on the basis of a parking card along with other confirming documents (CMR consignment note, arrival confirmation, etc.), being an attachment to this order, duly completed and confirmed by the appropriate unit (sender, Customs Office, recipient cargo), forms the basis for payment for a stopover

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