

CONTRACT OF FORWARDING- GENERAL TERMS AND CONDITIONS

ZTE KATOWICE Sp. z o.o. assures its Customers that conclusion of the Contract of Forwarding with our Company guarantees fulfillment of the contract with the observance of due diligence and quality confirmed by the ISO Quality Certificate 9001-2008 obtained by the Company.

1. The ISO quality procedure applied in the Company provides for the use of the following documents while concluding the contract:

- Written inquiry of a potential Customer ***
- Cost calculation of the contract ***

and the following documents which are indispensable for conclusion of the contract of forwarding:

- Order ****
- Confirmation of Conclusion of the Contract ****

2. Transfer of documentation connected with conclusion and performance of the contract takes place by means of distance communication, by electronic means in writing. Languages which do not require translation are Polish, German and English.

3. Provisions of the common law as well as these General Terms and Conditions of the Contract of Forwarding shall apply in issues connected with conclusion and performance of the contract.

4. In case of doubts whether the contract has been effectively concluded, the release of cargo for transport shall be equal to accession to the contract on the above mentioned conditions (Article 70 & 1 of the Civil Code).

5. The cost of the forwarding service (Freight) does not include:

- loading and unloading costs which are always the responsibility of the loader and unloader, i.e. the Ordering Party,**
- costs of permits allowing for transport of oversize cargo,**
- costs of adaptation of the road infrastructure for the passage of oversize cargo and the restoration to its original condition, *****
- costs of police and civil pilotage, *****
- costs of checking the oversize cargo route (if it is required by the permit), *****
- costs of additional cargo securing in the form of sawn timber, canvas covers, etc.,**
- costs of additional insurance exceeding the value of the current Carrier's Third Party Liability Insurance Policy (OCP).**

6. In case of payments made in Polish zloty, the amount due shall be converted according to the average exchange rate published by the National Bank of Poland (NBP) on the loading date.

7. The loading and unloading dates are dependent on:

- date of receiving permits allowing for transport of oversize cargo issued by Road Authorities (various time limits in different countries),**
- conditions and limitations connected with such transports (which are generally specified only in attachments to permits) or imposed by pilotage units (police, civil pilotage) before commencement and during the transport,**
- additional requirements of loaders (impossible to foresee before commencing performance of the contract),**
- weather conditions as well as limitations and prohibition of transport connected therewith, such as: winter road conditions, storms, etc.**

The Contractor shall not be held responsible for delays caused by circumstances described in item 7.

8. Insurance of cargo: liability for possible damage to the cargo during transport is limited up to the amount of PLN 1.200.000, which is the insurance amount of the Contractor's Third Party Liability Insurance.

9. The Loader, and hence the Ordering Party as well, shall be responsible for the way of loading; and the issuance of the CMR bill of lading to the driver shall be understood as acceptance by the above mentioned persons of how the cargo has been secured for transport, including protection of the cargo from the influence of weather conditions (wetting of cargo, etc.).

10. Inconsistency in dimensions and quantity of cargo or cancellation of the order shall make the Ordering Party obliged to pay a contractual penalty in the amount of up to the stipulated transport charge (freight). However, in justified circumstances the Contractor may demand compensation exceeding this amount.

11. Standing under the loading or unloading, documented by means of a written notice, stoppage card or the vehicle's GPS printout, up to 4 hours is free of demurrage charge but the Ordering Party shall be responsible for each subsequent 24-hour-day, starting directly after this time, and shall pay a contractual penalty in the amount of EUR 300-700 (depending on the set) per each vehicle.

12. Court of competent jurisdiction shall be the court competent for the seat of the Contractor.

*** documents which do not constitute an offer pursuant to Article 66 and subsequent articles of the Civil Code.**

**** indispensable for conclusion of the contract of forwarding**

***** possible costs (according to invoices)**