

General Terms and Conditions Van der Vlist Polen Sp. z o. o.

I. General provisions

These General Terms and Conditions have been drawn up for Van der Vlist Polen Sp. z o. o., a company based in Poland, 60-003 Poznań, 37 Wołczyńska Str., registered with the entry No: 0000159044 at the National Court Register at the Poznan - Nowe Miasto and Wilda - District Court, VIII Dept. of the National Court Register.

These General Terms and Conditions are to be used by Van der Vlist Polen Sp. z o. o. for their offers, and/or agreements, and/or work performed, and/or deliveries made, and/or any other type of performance provided in the broadest sense of the words, with no exception.

We are also entitled to invoke our General Terms and Conditions in connection with any claims against us or any our claims against other parties. The Van der Vlist Polen General Terms and Conditions have been drawn up in accordance with the Polish law regulations as well as the General Terms and Conditions applying to the Van der Vlist Group companies.

The 'Van der Vlist Group' is defined to mean the group of companies, located either in the Netherlands or abroad, that are directly and/or indirectly affiliated with Van der Vlist Transportgroep B.V., a company incorporated under the Dutch law, having its registered office and maintaining a place of business in the Netherlands, and each individual company that forms part of that group.

'Van der Vlist Polen' is defined to mean the company that forms part of the Van der Vlist Group that concludes an agreement with a client or intends to do so.

'Agreement' is defined to mean the Agreement between Van der Vlist Polen and a client, pursuant to which Van der Vlist Polen – represented by a duly authorized officer – undertakes towards that client to provide a particular service or to perform in some way, in the broadest sense of the words.

II. Applicable legal provisions

The following legal provisions, which are mandatory on the day of concluding an agreement by Van der Vlist Polen, apply in addition to these General Terms and Conditions, depending on the nature of the assignment, work or other performance, or any part of it that can reasonably be considered independent:

- a) for the international transport of goods by road and/or over land, as well as the international forwarding activities:
 - 1) the Convention on the Contract for the International Carriage of Goods by Road, (CMR Convention), Geneva, 19 May 1956, (Dz. U., 1962, no: 49, p. 238 with supplements),
 - 2) the Customs Convention on the International Transport of Goods under Cover of TIR Carnets TIR Convention, Geneva, 14 November 1975, (Dz. U., 1984, no: 17, p. 76 with supplements),
 - 3) the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), Geneva, 30 September 1957 (Dz. U., 2009, no: 27, p. 162 with supplements).

- b) for the domestic transport (i.e. only at the territory of Poland) and forwarding activities:
- 1) Transport Law – the act of 15 November 1984, (Dz.U.,2000, No:50, p.601 with supplements), and executive regulations,
 - 2) The Act of 6 September 2001 concerning Transport by Road (Dz. U., 2007, no: 125, p. 874 , with supplements), and executive regulations,
 - 3) Civil Code – the act of 23 April 1964 (Dz. U. z 1964r., nr 16, poz. 93 with supplements) with respect to agreements concerning transport of goods and forwarding and other applicable provisions.

III. Offers

- a) Regardless of the form in which they are issued, all offers from Van der Vlist Polen, however they may be named, are completely without engagement and apply only for the term indicated in the offer. If an offer from Van der Vlist Polen does not indicate a term, the offer will apply for a maximum term of **one month**.
- b) Deviations from offers will bind Van der Vlist Polen only if Van der Vlist Polen has accepted them in writing.
- c) A later offer will overrule any earlier offer, without it being possible to derive any right from the earlier offer(s).
- d) Any drawings, indications of sizes and weights or illustrations related to offers will be binding only if and insofar as Van der Vlist Polen has referred to them or accepted them as the basis for the price for the offer.
- e) Every offer is based on performance by Van der Vlist under normal conditions and during normal working hours, unless the offer explicitly indicates otherwise.

IV. Prices

- a) All the agreed prices are exclusive of VAT and are based on the situation that applies at the time of the offer or the Agreement. If one or more cost-price factors subsequently increase, including but not limited to wage costs, fuel costs, taxes and other government measures, insurance costs, changes in exchange rates, import duties, etc., Van der Vlist Polen will be entitled to increase the original price accordingly and those adjusted prices will be binding, also in respect of current agreements.
- b) All the agreed prices are in the Polish **zlotys, euro or the US dollars**. If prices are stated in other currencies than the Polish zloty, and it is necessary to convert these prices into the Polish zlotys, the Polish National Bank average exchange rate is used in calculations. The unloading date, or the date of service completion, determine the date of the average exchange rate used in calculations.
- c) Prices of Van der Vlist Polen do not include duties imposed by the government, customs authorities or other agencies, including VAT, import duties, penalties, etc., any guarantees or security to any party whatsoever or any costs for surveillance (such as police surveillance), technical inspections, or other obligations or costs. Those amounts will be charged separately.
- d) Van der Vlist Polens's prices are based on normal performance, to be provided during normal working hours and for a normal period of time. For any special performance, unusual work, particularly time consuming work or work that requires extra effort, and in the event of disruptive influences with respect to the performance or with respect to the term or time, Van der Vlist Polen will be entitled to an extra remuneration, to be

determined in all fairness, such as waiting expenses, etc. or the extra costs incurred, such as crane costs, to be paid by the client.

- e) Van der Vlist Polen's prices are calculated for typical conditions, on the basis of locations that can be safely and readily accessed, used and driven on, including loading and unloading locations. If it appears in retrospect that those conditions have not been met, Van der Vlist Polen will be entitled to increase the prices by any and all additional costs incurred plus a reasonable profit on those amounts, or Van der Vlist Polen will be entitled to refrain from performing the assignment or to break it off and cancel it prematurely at a time to be determined by Van der Vlist Polen, in which case Van der Vlist Polen will be entitled to receive payment in accordance with its right in the event that Van der Vlist Polen had carried out the assignment in full.

V. Payment and payment default

- a) Van der Vlist Polen's invoices must be paid within 14 days of the invoice date, unless it has been agreed otherwise with a client. Payment must be made without any deduction or setoff of any kind whatsoever, by transferring the amount due to the bank account indicated by Van der Vlist. If a client has made an advance payment it may be deducted from the invoice amount. All other deductions or set-offs require Van der Vlist Polen's approval.
- b) If the client has not made payment by the due date it will be in default, without any notice being required, and the client will owe Van der Vlist Polen statutory interests on the amounts due, as from the due date in question.
- c) If the client is in payment default Van der Vlist Polen will in any event be entitled to suspend its obligation to perform under the part of the agreement in respect of which the client has committed breach. In addition Van der Vlist Polen will be entitled to suspend the performance of any other Agreements that the parties have concluded until the client has complied with all its obligations towards Van der Vlist Polen, without prejudice to Van der Vlist Polen's right to compensation of damage, interest and/or other costs.
- d) The client shall not refuse or suspend any payment on the ground of alleged defective or incomplete performance on the part of Van der Vlist Polen in the event that Van der Vlist Polen in due time has not received from that client any claim concerning a breach on Van der Vlist Polen's part in writing.
- e) Concluding an Agreement with a client, Van der Vlist Polen may request the client to make full or partial payment in advance or to furnish adequate security for its present or future payment obligations towards Van der Vlist Polen. If the client fails to comply with Van der Vlist Polen's request to make payment in advance or to furnish adequate security, Van der Vlist Polen will be entitled to terminate or suspend the Agreement in whole or in part, effective immediately.

VI. Right of retention and right of pledge

- a) Van der Vlist Polen is entitled to refuse to surrender moneys, goods and/or documentation that Van der Vlist Polen has in its possession in connection with the order and/or work to any parties that have a right to delivery of such money, goods and/or documentation on any grounds other than the agreed order or work.
- b) Van der Vlist Polen is entitled to exercise the right of retention in respect of money, goods and/or documentation that Van der Vlist Polen has in its possession in

connection with the assignment and/or work if there is any threat of insolvency on the part of a client.

- c) All goods, documentation and/or moneys that Van der Vlist has in its possession or acquires on any grounds whatsoever will be deemed to be subject to a right of pledge according to regulations of the Polish Civil Code, as security for the payment of any amounts that the client currently owes or will owe it in the future, on any grounds whatsoever. Van der Vlist Polen is entitled to have the collateral security sold in the manner provided for by law or privately if agreement is reached in that regard.

VII. Claims

- 1. Any objections concerning a delivery of goods or a service performance should be stated in writing in a consignment note (CMR) by the client.
- 2. Any complaints submitted by the client will be considered by Van der Vlist Polen on the grounds of regulations of CMR Convention and/or the Polish Transport Law.

VIII. Insurance

Insurance for goods with respect to which Van der Vlist Polen concludes an agreement with the client will be taken out only at the client's risk and expense and only after an explicit written order has been given. The order must specifically describe the risks to be insured; otherwise the order will be deemed not to have been given or accepted. However, Van der Vlist Polen is always entitled to refuse to accept an order to insure for reasons of its own.

IX. Execution

- a) Van der Vlist Polen is free to choose the manner in which the order will be executed and the work will be performed unless the parties have explicitly agreed otherwise. All orders will be executed in the order determined by Van der Vlist Polen, in which context the capacity of the equipment available to Van der Vlist Polen and the capacity utilization of that equipment will be taken into consideration in determining when the work will commence and end.
- b) The client must ensure that all the information that it provides, in particular with respect to sizes and weights and documents, is in our possession in a timely manner and that any auxiliary materials that it must provide are available in a timely manner and with sufficient capacity and equipment. The client warrants the correctness, exactness, clarity and completeness of all the statements, notifications, directions and instructions, of any kind whatsoever, that it gives. The client is responsible for indicating and marking proper fastening locations on the cargo and the hoist suspension and centre of gravity. If hazardous substances are used, the client must also ensure that Van der Vlist Polen is explicitly notified in writing in advance, in particular in respect of the information that applies under the law and/or government regulations and provisions that apply in respect of the assignment granted to Van der Vlist Polen and/or work to be performed by Van der Vlist Polen.

The client is liable for any and all defaults and/or errors and for any and all damage that ensues for Van der Vlist Polen as a result, and it must indemnify Van der Vlist Polen in respect of third parties' claims if necessary.

- c) In the event of a temporary situation involving force majeure, the order will continue to apply but Van der Vlist Polen's obligations will be suspended for the duration of the

situation involving force majeure, subject to Van der Vlist Polen's right in such cases to – solely at Van der Vlist Polen's discretion – cancel the order if it has not been executed or insofar as it has not yet been executed, and to charge for the work that Van der Vlist Polen has already performed. Any extra costs that ensue from the situation involving force majeure will be paid by the client.

Force majeure includes any circumstances that are beyond the influence of Van der Vlist Polen and that reasonably impede it from complying with the Agreement in a timely manner. Force majeure includes but is not limited to:

- emergencies;
- strikes, industrial conflicts, lack of manpower, workers' illness and/or accidents, lockouts;
- war (whether or not declared), threat of war, riots, sabotage, willful damage;
- epidemics, quarantine, government measures;
- road closures, blockades and other traffic impediments;
floating ice;
- fires, smoke, explosions, fire-extinguishing water, subsidence, collapse, water damage;
- lack of necessary cooperation by government agencies, such as a refusal to grant or revocation of permits, exemptions, etc., police surveillance, etc.; and
- inaccessibility of the working location.

- d) Unless the parties agree otherwise in writing, Van der Vlist is at all times entitled to have the order executed by third parties in whole or in part, in which case these General Terms and Conditions will also apply in favor of such third parties.

X. Liability and indemnification

- a) Liability of Van der Vlist Polen for not executing the Agreement or inadequate performance will be determined on the basis of the regulations referred to in Article II, and provisions of the Agreement concluded with the client.
- b) Van der Vlist Polen is not liable for loss, theft, destruction and/or damage of any kind whatsoever, explicitly including any loss of profit, loss of use, loss of contracting parties and/or any other consequential damage and/or indirect loss or damage and/or any other financial loss, unless the client is able to prove an intentional act or omission or gross negligence on the part of Van der Vlist Polen.
- c) Any persons who are present on/in Van der Vlist Polen's sites, buildings, vehicles, etc. or at the location where the work is performed will be present there, together with anything that such persons have with them, at their own risk and will be required to strictly comply with the rules and/or instructions stipulated by government agencies and by Van der Vlist Polen. Van der Vlist Polen does not accept any liability whatsoever for bodily injury, material damage or any other type of damage.

XI. Client's liability

- a) The client is liable towards Van der Vlist Polen for any instructions that are incorrect, inaccurate or untimely and for any failure to make goods available at the agreed time.
- b) The client is liable for any and all damage, however it may be caused by the client itself or its goods or staff members or by third parties that it engages and their staff members and/or goods and materials to Van der Vlist Polen, to Van der Vlist Polen's

personnel or to third parties that are engaged by or through Van der Vlist Polen, including their personnel or auxiliary agents.

- c) The client is liable for any and all damage caused by its failure to comply or to properly comply with any obligation(s) pursuant to the mandatory provisions of law, these General Terms and Conditions or any separate agreement with Van der Vlist Polen.
- d) The client is liable for any and all damage caused by indicating unsafe and/or unsuitable loading and unloading locations or other locations where we perform our work.

XII. Prescription; lapsing of rights

Any prescription; lapsing of rights will be determined on the basis of the regulations referred to in Article II

XIII. Applicable law; competent court

- a) All offers, orders, work or other types of performance within the meaning of Article I are governed exclusively by the Polish law insofar as it is not set aside pursuant to the applicable mandatory international provisions of law/regulations ratified by Poland, on the understanding that in such cases the provisions of international mandatory law will apply.