

FL LOGISTICS

General Terms of Service

§ 1

Material Scope of the General Terms of Service FL LOGISTICS

These Terms apply to all agreements concluded within the scope of services of domestic and international freight forwarding by road concluded with FLLOGISTICS SP. Z O.O. with its registered office in Modlnica (hereinafter referred to as "FL LOGISTICS") by the Ordering Parties that are not consumers within the meaning of the provisions of the Act of 16.02.2007 on the protection of competition and consumers (Journal of Laws of 2007 no. 50 item 331, as further amended), unless provisions of the agreements state otherwise.

§ 2

Scope of Services

1. As part of its business activity, FL LOGISTICS provides for the Ordering Parties professional freight forwarding services, including organization and monitoring of: receipt, performance of transport, and delivery of shipments, CARGO insurance of shipments and logistic and information services that are to satisfy the needs of the Ordering Parties.
2. During the performance of the freight forwarding services, FL LOGISTICS shall use professional subcontractors, especially providers of transport services.
3. FL LOGISTICS may perform freight forwarding services on terms other than the ones specified in these Terms as long as they are agreed on with the Ordering Party and a separate written Freight Forwarding Agreements is concluded or the freight forwarding order placed based on the accepted offer of provision of freight forwarding services submitted by FL LOGISTICS was accepted.
4. Setting terms of freight forwarding services other than the ones specified in these Terms is done by negotiations between the Ordering Party and FL LOGISTICS based on the inquiry submitted by the Ordering Party or on the offer of provision of freight forwarding services FL LOGISTICS.
5. FL LOGISTICS undertakes to exercise due diligence in order to perform the contracted forwarding service.
6. Subject to the provisions of these Terms, FL LOGISTICS shall be liable in accordance with the provisions of the Civil Code concerning freight forwarding agreements. When FL LOGISTICS performs transport on their own, with reference to the entirety or part of the freight forwarding service, rights and responsibilities of the carrier regulated by the provisions of law applicable to the given type of transport apply to them within such scope.
7. Without a prior written consent of FL LOGISTICS, the Ordering Party is absolutely prohibited from further offering other people freight forwarding services provided by FL LOGISTICS. If this ban is violated by the Ordering Party, FL LOGISTICS shall have the right to deny or stay the execution of the forwarding service regardless of the phase of performance of such service without being liable in any way for that.
8. Without a prior written consent of FL LOGISTICS it is forbidden to use logo of FL LOGISTICS in any form. Illegal usage of logo of FL LOGISTICS shall constitute a breach of protection right for the trademark to which FL LOGISTICS is entitled and shall entitle FL LOGISTICS to pursue claims against a person responsible for such a breach.
9. If the Forwarding Agreement was concluded by FL LOGISTICS' submission of an offer that was accepted by the Ordering Party or by concluding a separate agreement in writing, and the Ordering Party for three consecutive months of validity of the Forwarding Agreement does not place any forwarding order, such a Forwarding Agreement shall expire automatically without the need for submitting separate declarations of intent. The Forwarding Agreement shall expire as of the last day of a calendar

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month in which the period of three months expired, counting from the day of placing last forwarding order by the Ordering Party, unless the Forwarding Agreement specifies otherwise.

§ 3

Basic Definitions

1. For the purposes of these Terms, the following terms shall mean:

Forwarding order - document specifying quantities and weight of the shipments transferred for forwarding, content of every shipment, remarks concerning transport and time and place of their release and receipt, as well as other information required by provisions of the law - prepared in accordance with the guidelines of FL LOGISTICS. Such order shall include especially the following information: about the Consignor, here: business name, full address, telephone, signature, and name of the contact person; about the Recipient, here: business name, full address, telephone and name of the contact person; about the Payer, here: business name, full address, NIP number; about the shipment and its properties, here: name of cargo, number of items, gross weight, method of its security, marks and numbers of individual items (packages), size, volume, postal code of delivery; as well as specify the scope of the contracted service and all other data and documents required for proper performance of the order.

Forwarding Agreement - contractual agreement concluded by and between FL LOGISTICS and the Ordering Party, concerning the performance of forwarding services specified in these Terms. Such agreement can be concluded by contracting the provision of a forwarding service accepted for performance by FL LOGISTICS, by FL LOGISTICS making an offer accepted by the Ordering Party or by concluding a separate agreement in writing.

Domestic Consignment Note [KLP] - document issued by the Consignor in case of contracting LTL DOM and FTL DOM forwarding service. KLP shall include especially the following information: about the Consignor, here: business name, full address, telephone, signature, and name of the contact person; about the Payer, here: business name, full address, NIP number; about the shipment and its properties, here: name of cargo, number of items, gross weight, size, volume; as well as specify the scope of the contracted service and all other data and documents required for proper performance of the order.

International Consignment Note [CMR] - document issued by the Consignor in case of contracting LTL INT and FTL INT forwarding service. CMR shall include especially the following information: about the Consignor, here: business name, full address, telephone, signature, and name of the contact person; about the Payer, here: business name, full address, NIP number; about the shipment and its properties, here: name of cargo, number of items, gross weight, size, volume; as well as specify the scope of the contracted service and all other data and documents required for proper performance of the order.

Shipment - goods taken for freight forwarding based on one Proof of Shipmen, Domestic Consignment Note, or International Consignment Note from one Consignor to one Recipient.

Consignor - an entity that releases the shipment to a representative of FL LOGISTICS.

Recipient - an entity that accepts the shipment delivered by FL LOGISTICS.

Ordering Party - an entity that FL LOGISTICS is contracted with to perform a forwarding service. This can be a Consignor, a Recipient, or some other entity.

Payer - Consignor, Recipient, or a Third Party specified by the Ordering Party that is obligated to pay for services provided by FL LOGISTICS. In the Ordering Party specifies a different payer and the Payer specified by them refuses or fails to pay for the service on time, the Ordering Party is obligated to pay the amount due together with statutory interest.

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Complaint - it is a preliminary, compulsory, written, and no judicial request by an authorized person for filing to FL LOGISTICS all liability claims resulting from the non-performance or undue performance of the Forwarding Agreement.

Dangerous goods - means materials and objects the transport of which is permitted only on terms specified in the provisions of the ADR Agreement - European agreement concerning the International Carriage of Dangerous Goods by Road (ADR) prepared at Geneva on 30 September 1957, or is forbidden.

Force majeure - an event that could not have been predicted when exercising due diligence required during the professional provision of freight forwarding services which is external both in relation to FL LOGISTICS and to the Ordering Party and could not have been opposed to when acting with due diligence. Especially the following are the events of force majeure: strike, blockages of roads or other commonly-used entries or exits, natural disasters, epidemics, weather conditions and other natural forces the intensity of which differs from the average scale in a given period and which make the provision of freight forwarding services impossible.

Goods requiring temperature above zero - goods than can be transported only in temperature that is above 0°C

§ 4

Types of Services

I. Basic services

1. FL LOGISTICS domestic full truck load forwarding [FTL DOM] - is a forwarding service of shipments, on the territory of the Republic of Poland, concerning shipments with actual weight substantially above 15.000 kg, where shipment and delivery may take place in any location in the country, and the service is performed directly from one Consignor to one Recipient.

For a domestic full truck load forwarding service to be performed, it is required that an order is submitted to FL LOGISTICS no later than one business day prior to the planned pickup of the shipment. In case of such orders, loading and unloading activities are performed by the Consignor and the Recipient respectively, and should not exceed 2 hours.

2. FL LOGISTICS international full truck load forwarding [FTL INT] - where the country of the place of shipment is different than the country of the place of delivery, concerning shipments with actual weight up to 24,000 kg, where the service is performed directly from one Consignor to one Recipient.

II. Additional Services

1. FL LOGISTICS additional services - these are all other services provided within the scope of the Forwarding Agreement, especially the following: issuing transport documents on behalf of the Consignor; return of the confirmed documents; confirmation of delivery of the shipment; forwarding of shipments containing dangerous goods ADR (in accordance with the provisions of §12); receipt and delivery of goods on Saturdays; collection and return of the amounts due; return of pallets and performing loading activities for the Ordering Party; and other specified in FL LOGISTICS Additional Services Price List.
2. Payment on Delivery Service - consists in collecting from the Recipient an amount due for the shipment specified in the Proof of Shipment and transferring the amount of payment on delivery to the Consignor, and in case of payment for service by the Third Payer, in transferring the amount of payment of delivery to the Third Payer.

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- a) Payment on delivery service is provided only for regular Ordering Parties of FL LOGISTICS, information of whom together with their bank accounts' numbers were registered in FL LOGISTICS IT system and only for the following services: forwarding parcel shipments and domestic groupage forwarding.
 - b) In case of shipments sent as part of the Payment on Delivery Service, the amount of the payment on delivery cannot exceed PLN 5.000 per one shipment or the equivalence of this amount in other currency.
 - c) For the Payment on Delivery Service to be provided, the following conditions must be met:
 - Proof of Shipment must include information about commissioning the Payment on Delivery Service;
 - right entries of the Proof of Shipment must include the amount of payment on delivery and full information of the entity to which the amount of payment on delivery is to be transferred in accordance with the provisions of item II sec. 2 of this paragraph, i.e. appropriately Consignor's information or the Third Payer's information.
 - d) If the above-mentioned conditions are not met or are met in an undue manner, FL LOGISTICS is dismissed from the provision of the Payment on Delivery Service without being liable in any way for that.
 - e) FL LOGISTICS can always refuse to accept order for the provision of the Payment on Delivery Service without providing any reason or being liable in any way for that.
 - f) FL LOGISTICS shall not be liable for the results of an incorrect determination of the amount of payment on delivery in the Proof of Shipment.
 - g) FL LOGISTICS shall transfer the collected amount to the bank account specified by the Ordering Party in the Customer Registration Card required for registration of the Ordering Party in IT system of FL LOGISTICS.
 - h) The Ordering Party, upon prior written notification delivered to FL LOGISTICS, has the right to specify a new bank account number and request for its inclusion in the Central File of FL LOGISTICS Customers. Amounts specified for collection shall be transferred accordingly to the bank account in accordance with the registration dates of the specified bank accounts in FL LOGISTICS IT system.
 - i) Estimated time of transfer of the amount collected by FL LOGISTICS is generally equal to 5 business days from the date of delivery of shipment and the Recipient handing over the amount of payment on delivery specified in the Proof of Shipment.
 - j) The Ordering Party has the right to cancel the order for Payment on Delivery Service after the performance of the service has already started but only in time that enables FL LOGISTICS its cancellation. Cancellation of the order must be submitted to FL LOGISTICS in writing. Cancellation of the payment on delivery does not exempt from paying for service.
 - k) FL LOGISTICS reserves the right to set off all due receivables for the provided services against dues resulting from the obligation to return the amount of payment on delivery.
 - l) If the Recipient does not pay the amount of payment on delivery, FL LOGISTICS reserves the right to deny releasing the shipment to the specified Recipient and charge the Ordering Party for returning this shipment to the Consignor. The amount of payment on delivery must be paid by the Recipient before collecting the shipment.
 - m) If the Recipient refuses to accept the entirety or part of the shipment, FL LOGISTICS reserves the right to deny releasing the shipment to the specified Recipient and charge the Ordering Party for returning this shipment to the Consignor. In such case, FL LOGISTICS reserves the right to remuneration for the Payment on Delivery Service in the same amount as for the provided service.
3. Return of Confirmed Documents Service - consists in the return of one document or a package of documents handed over by the Consignor upon the receipt and returned by the Recipient upon delivery to the Consignor. FL LOGISTICS does not register the amount and type of sent return documents and is not liable for the conformity of documents returned by the Recipient. Return documents handed over by the Consignor and returned by the Recipients should be packed in 1 envelope so that the possibility/suspicion of the destruction or swap of documents during the provision of the service is eliminated. Lack of return documents resulting from the event of force majeure or caused by an independent and/or non-culpable event does not exempt the Consignor from

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the payment for the performed Return of Confirmed Documents Service and forwarding service. Based on separate arrangements with the Ordering Party, FL LOGISTICS can perform the Return of Confirmed Documents Service by sending the Ordering Party images of the return documents in an electronic form.

4. "Cargo" Insurance Service - consists in FL LOGISTICS (the insuring party) concluding on behalf of the Ordering Party or a person suffering the risk of loss or damage of the shipment (the insured party)

"cargo" insurance agreement. "Cargo" insurance agreement is concluded only if FL LOGISTICS receives from the Ordering Party a written instruction concerning that and an invoice or other document confirming value of the insured cargo. FL LOGISTICS is not obligated to prepare a separate "cargo" insurance for every shipment. Including value of the shipment in the order is not equivalent of ordering FL LOGISTICS to conclude "cargo" insurance agreement. On the Ordering Party's request, FL LOGISTICS shall send them "cargo" insurance conditions. If the Ordering Party gives up the "Cargo" Insurance Service after FL LOGISTICS concludes the insurance agreement, they are obligated to cover all costs of the provision of this additional service.

§ 5

Exemptions From the Provision of Freight Forwarding Services

1. FL LOGISTICS shall not accept for forwarding:
 - shipments that are not packed properly, not secured appropriately for transport; - mail packages;
 - documents and written correspondence within the meaning of the provision of law;
 - personal property;
 - living animals, human and animal remains;
 - drugs, psychotropics, and medicine, preparations requiring special transport conditions;
 - weapon and ammunition;
 - valuable shipments, especially: valuables and cash, identification marks, stocks and shares, jewelry, works of art, antiques, numismatics, collectible items, etc.;
 - shipments that require separate permits, concessions, or transport of which is prohibited by law;
 - shipments the properties of which can constitute threat to health of life of people or animals that come into contact with them or that can damage other goods or any means of transportation or tools used for handling them, except for shipments containing dangerous goods according to the ADR Agreement constituting objects of freight forwarding in accordance with the provisions included in para 12 of these Terms;
 - shipments containing other goods transportation of which is prohibited under provisions in force;
 - strategic goods within the meaning of the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the State and to maintaining international peace and security, as further amended.
2. Unless the Forwarding Agreement provides otherwise, FL LOGISTICS shall not accept for forwarding:
 - shipments containing chemicals and biologically active goods, except for shipments containing dangerous goods in accordance with the ADR Agreement that are objects of forwarding in accordance with the provisions included in para 12 of these Terms;
 - shipments constituting pattern, production matrix, or a prototype of any device, machine, or other industrial product;
 - shipments requiring special equipment for handling;
 - shipments that contain or are perishable products - freight consignment the physical and chemical properties of which change due to the passage of time and thus, require special conditions of transport.
3. In case of sending a shipment that is exempted from forwarding in accordance with the catalog included in sec.

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1 and sec. 2 of this paragraph or that does not match the declared content of the shipment, the Ordering Party is obligated to fully redress the damage that occurred as a result - including in situations related to environmental contamination. FL LOGISTICS shall not be liable for damage of, loss of, or defect to such shipments.

4. In situations specified in the above sections it is assumed that the Ordering Party is at fault for sending a shipment that is exempted from forwarding.

§ 6

Acceptance and Performance of Order

I. General Terms of Acceptance and Performance of Orders

1. The Ordering Party undertakes to properly issue an order that includes all the necessary information required by FL LOGISTICS for its performance, to deliver to FL LOGISTICS all the necessary documents required for the performance of such order, to properly fill in consignment notes in accordance with FL LOGISTICS' instructions, to load and properly secure the shipment in accordance with the provisions of law and requirements of transportation process, to load the shipment on time enabling FL LOGISTICS to perform the order in a due manner.
2. The Ordering Party shall be responsible for stating in the order or in a different way recommendations and declarations that are unreal, incorrect, incomplete, or entered in a wrong place; as well as for lack, incompleteness, or incorrectness of documents required by special provisions; for a defective state of shipment; for lack of or improper packaging or markings; for improper indication of the type or size (weight) of the cargo; for not loading the shipment on the provided means of transport on time; for stoppages in the performance of order resulting from causes attributable to the Ordering Party or the consignor; for the results of additional instructions given FL LOGISTICS during the performance of the order if they had impact on the increase of costs of fulfilling it. FL LOGISTICS shall not be liable for undue performance of activities by the Consignor or the Ordering Party.
3. If the Ordering Party requests that the time of providing means of transport is changed, means of transport is changed, other significant terms of performance of order are changed, or it is impossible to perform the order and the Ordering Party is culpable, the Ordering Party is obligated to hand over these changes to FL LOGISTICS in a written form. The Ordering Party shall incur all potential costs resulting from such actions. FL LOGISTICS has a right to decline or withhold performance of the order if such changes make it impossible for FL LOGISTICS to perform ordered service in a due manner.
4. Orders are accepted by FL LOGISTICS Branches appropriate for the registered office of the enterprise of the Ordering Party commissioning the given service, unless the Ordering Party and FL LOGISTICS agreed on otherwise.
5. The order should be prepared in accordance with the form used by FL LOGISTICS and published on the website www.FL_LOGISTICS.pl and sent by fax or using electronic means (e-mail, webbooking, UGo application).
6. FL LOGISTICS reserves the right to decline accepting order for performance at any given time without stating their reasons.
7. FL LOGISTICS organizes execution of transport of shipment from its place of shipment to a place specified in the order.
8. Acceptance of shipment for the performance of service is done based on the DN, KLP, or CMR signed by the Consignor and a driver providing service to the order or on behalf of FL LOGISTICS.
9. FL LOGISTICS reserves the right to verify parameters of the shipment, i.e. packaging, number of pieces, weight, size of the shipment, marking of codes of packagings entered in the DN. Discrepancies between data given by the Consignor in the Proof of Shipment, KLP, CMR and the actual state shall constitute the basis for changes in the valuation of the forwarding service or refusal to perform the order. FL LOGISTICS reserves the right to charge the Ordering Party with the fee for correction of wrong shipment data in accordance with the Additional Fees Price List.

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10. The Ordering Party is obligated to pay FL LOGISTICS a fee in accordance with the Additional Fees Price List for vehicle's stay during loading or unloading arising through no fault of FL LOGISTICS.
11. In case of the performance of domestic forwarding services (LTL DOM, PTL DOM and FTL DOM in the event of absence), a representative of FL LOGISTICS leaves the Recipient information about an attempt at delivering the shipment. Time limit for setting the receipt of shipment by the Recipient is equal to 2 business days counting as of the next business day after an ineffective attempt at delivery. After this deadline and without the Recipient's instructions, FL LOGISTICS leaves the shipment for the Consignor's or Ordering Party's disposal and charges for its storage or warehousing in accordance with the fees set in the current Additional Fees Price List. The Ordering Party or the Consignor of the shipment is obligated to inform FL LOGISTICS about further course of action concerning the shipment within the time limit that does not exceed 2 business days as of the date the shipment was left at their disposal. After this deadline and without information from the Consignor or Ordering Party, FL LOGISTICS returns the shipment to the Consignor at the expense of the Ordering Party in accordance with the fees specified in the current Additional Fees Price List. The shipment is also returned at the expense of the Ordering Party if the Consignor gave an incorrect address of the Recipient, the Recipient refused to accept it, or there were other obstacles preventing FL LOGISTICS from its efficient delivery.
12. In case of the performance of international freight forwarding (LTL INT, PTL INT, and FTL INT) and if the Recipient is absent, at the request of FL LOGISTICS the Ordering Party or the Consignor of the shipment is obligated to inform FL LOGISTICS about further course of action concerning the shipment within the time limit that does not exceed 2 business days as of the date of an unsuccessful attempt at delivery. After this deadline and without information from the Consignor or Ordering Party, FL LOGISTICS returns the shipment to the Consignor at the expense of the Ordering Party in accordance with the fees specified in the current Additional Fees Price List. The shipment is also returned at the expense of the Ordering Party if an incorrect address of the Recipient was given, the Recipient refused to accept it, or there were other obstacles preventing FL LOGISTICS from its efficient delivery.
13. If the order is canceled after the performance of the forwarding service was started, FL LOGISTICS has the right to charge the Ordering Party with a fee in accordance with the Additional Fees Price List.
14. After 30 days as of the deadline of receipt/delivery of shipment, in case of lack of possible to follow instructions from the Ordering Party concerning the further course of action with the unclaimed shipment, FL LOGISTICS can dispose of the unclaimed shipment using a method selected by FL LOGISTICS. The Ordering Party shall be charged with the costs of storage and disposal of the shipment and at the same time waives all the claims against FL LOGISTICS related to the shipment that is to be disposed of.
15. The Recipient confirms the receipt of shipment with their signature on the mobile device or documents presented by FL LOGISTICS and thus, confirms the correctness of the performed service. At the moment of confirmation of receipt, responsibility for the state and completeness of the shipment is transferred to the Recipient. All the reservations about the irregularities in the performance of service (state of the shipment, performance of delivery) should be included by the Recipient at the moment of its receipt in transport documents.
16. If the shipment's packaging does not have visible traces of violation of packaging, the Recipient cannot check the content of the shipment before confirming its receipt.
17. If for any reasons the Recipient refuses to accept the shipment or the Ordering Party decides about the return of the shipment to its place of shipment or other place indicated by the Ordering Party, this is considered to be an order to change the conditions of performance of the forwarding service and the Ordering Party shall be obligated to pay remuneration for FL LOGISTICS' performance of such service. If the need for commissioning change in the terms of performance of the forwarding service is caused by events culpable by FL LOGISTICS, the Ordering Party is entitled to seeking compensation as part of the complaint proceedings described in para 11.
18. The Ordering Party is obligated to deliver to FL LOGISTICS or an entity specified by them a complete set of necessary documents related to the transport of the shipment, including documents related to customs formalities, and to give FL LOGISTICS all the necessary information significant in the process of performance of service. These documents should be handed over to the driver in an enveloped with the description of its content.
19. If the order concerns import of goods from outside of the EU, the Ordering Party undertakes to send to FL LOGISTICS by fax copies of SAD on the customs clearance day or on the next day. Failure to send

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SAD on time shall result in FL LOGISTICS charging VAT in the amount provided for in the current regulations, and the Ordering Party undertakes to pay all the amounts due specified in the invoice.

20. FL LOGISTICS shall not be responsible for the completeness of the documents accompanying the shipment and their content within this scope. Unless it is specified in the order, the documents handed over by the Ordering Party or the Consignor are not subject to FL LOGISTICS' verification. The Ordering Party or the Consignor are responsible for any loss of or damage caused by lack, insufficiency, or incorrectness of such documents and information.
21. Before accepting the first order from the given Ordering Party, for its performance to be launched, it is necessary to deliver copy of the documents of the Ordering Party, in general no later than 5 business days before accepting the Order: REGON, NIP or NIP PL in case of an intra-Community delivery or acquisition of goods (EU), extract confirming registration of the company (transcript from the National Court Register or the certificate of entry in the Business Activity Register) and in case of natural persons, including civil partnerships, address of permanent residence of all the partners.
22. FL LOGISTICS does not provide phone numbers or other information about the drivers of FL LOGISTICS' subcontractors providing carriage as part of the forwarding service performed by FL LOGISTICS.
23. Representative of FL LOGISTICS delivering the shipment has a right to verify identity of the Recipient or a person delegated by the Recipient to receive the shipment, including by checking the content of the ID.

II. Additional conditions of acceptance and performance of groupage forwarding orders

1. In case of groupage forwarding services, if place of delivery specified in the order and DN does not match given postal code, the postal code is decisive for the performance of delivery. If the Ordering Party issues an order and DN, DN provisions prevail.
2. FL LOGISTICS generally delivers shipments in domestic groupage forwarding services on the next business days after their collection from the shipment place.
3. In international groupage forwarding services, FL LOGISTICS delivers shipments in accordance with current schedule of deliveries.
4. In the groupage forwarding service, by signing the Proof of Shipment the Consignor accepts on their behalf and on behalf of the Ordering Party the General Terms of Service of FL LOGISTICS and confirms the conformity of the declared data concerning the shipment, and agrees on the price offered by FL LOGISTICS.
5. In the domestic groupage forwarding, no declaration of value of shipment in the Proof of Delivery always results in all the consequences specified in these Terms. The Ordering Party bears full liability for the Consignor's omissions within this scope.
6. If a Recipient specified in the order or DN is obligated to pay for the provision of groupage forwarding service, and for reasons not attributable to FL LOGISTICS they do not collect the shipment and thus, the shipment is returned to the Consignor or the Ordering Party, the Ordering Party pays full remuneration as for the provided forwarding service and is obligated to pay an additional fee, in accordance with the Additional Fees Price List.
7. FL LOGISTICS can use electrical equipment to confirm delivery of the shipment. By concluding the Forwarding Agreement, the Ordering Party accepts the confirmation of delivery of shipment consisting in the Recipient (or a person delegated by the Recipient) putting their signature on an electronic device presented by a representative of FL LOGISTICS which saves the image of such signature. Signature on an electronic device is a sufficient proof of delivery of the shipment. The Ordering Party waives all the claims related to the confirmation of the delivery of shipment consisting in the signature on an electronic device.
8. The Ordering Party accepts the fact that there is no written document confirming the act and circumstances related to the delivery of shipment left at the Recipient's disposal from the act of delivery of shipment.

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Acceptance of Shipment for Forwarding

1. All shipments are accepted for forwarding based on an appropriate transport document from one Consignor to one Recipient unless it was specified otherwise in the forwarding order.
2. For the services described in para 4 item I sec. 1, the Domestic Consignment Note is a valid transport document. For the services described in para 4 item I sec. 2 the International Consignment Note (CMR) is a valid transport document.
3. The Consignor is responsible for the correct completion of the DN, KLP, or CMR.
4. Every time, the Consignor is obligated to place a shipment on the verge of vehicle's loading space.
5. The Consignor is obligated to properly mark and secure the shipment for transport and to put in a visible place names and addresses of the Consignor and the Recipient, number of packagings, on every item in the shipment. Given information must be consistent with information included in DN, KLP, or CMR and the Order.
6. If the parameters of the shipments exceed the boundary parameters set in para 4 item I sections 1 and 2, FL LOGISTICS shall not be liable for a potential damage to goods occurring during transport, transfer, or handling of goods, and for damaging the pallet itself.
7. Shipments prepared for transportation should be labeled properly, according to the used process of transport. Package should especially:
 - a) protect the shipment against damage that could occur as a result of action of normal external forces during the whole transport process;
 - b) make it impossible to access the content of the shipment and make it possible to discover that it was accessed;
 - c) do not pose any threat to life or health and be safe for other shipments;
 - d) be additionally protected against damage if the package is at the same time a commercial package;
 - e) in case of dangerous goods, be selected appropriately for the content of the shipment, in accordance with the ADR provisions. The Consignor is responsible for proper preparation of shipment for forwarding, in a manner enabling its proper transport and ensuring security of other shipments.
 - f) be appropriately resistant for the weight and content of the shipment, have appropriate external and internal security features and labels informing how the shipment should be handled.
8. FL LOGISTICS reserves the right to refuse picking up shipments included in the order if their state is faulty, packaging insufficient, not meeting the requirements of the law or these Terms. After accepting the shipment for forwarding, FL LOGISTICS is not obligated to verify the state and number of unit packs in the shipment. FL LOGISTICS can refuse acceptance of shipment for forwarding if its packaging does not ensure proper and safe provision of the service, at the same time retaining the right to full remuneration as for the provided service. In such case, accepting the shipment for forwarding without any remarks cannot be understood as an acceptance of an financial responsibility for the shipment by FL LOGISTICS acting as a professional entity.
9. FL LOGISTICS reserves the right to checking the content of the shipment in the presence of the Ordering Party's representative or the third persons, at any given time from the moment of its acceptance for forwarding to the delivery to the Recipient, to check the compliance of the shipment's content with information included in transport documents.
10. If FL LOGISTICS accepts a shipment that does not meet the requirements specified in this paragraph, all risks and liability arising due to that lie with the Ordering Party.

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Forms and Dates of Payment

1. Payments for the provided services are to be done based on the invoices issued by FL LOGISTICS within 14 days as of the date of issuing an invoice, via a bank transfer to the bank account of FL LOGISTICS. Other term of payment is possible but its determination must be every time specified in the Agreement between FL LOGISTICS and the Ordering Party.
2. Fees for the Additional Services shall be calculated in accordance with the current Additional Fees Price List FL LOGISTICS appropriate for the given type of forwarding service.
3. FL LOGISTICS shall add value added tax in its statutory amount to the fees for services.
4. FL LOGISTICS shall inform the Ordering Party about the changes in the Price Lists with 14-day notice, except for the Price Lists with a specified expiration date. FL LOGISTICS is entitled to change the Price Lists at any given time.
5. VAT invoices for the forwarding services provided by FL LOGISTICS are issued after every provided service unless it is agreed on otherwise by FL LOGISTICS and the Ordering Party.
6. FL LOGISTICS is not obligated to collect transport documents and accompanying documents for shipments and to attach them to the issued invoices.
7. The Ordering Party has no right to set-off the amounts of possible claims for compensation from any amounts payable to FL LOGISTICS.
8. Without prior written consent of FL LOGISTICS, the Ordering Party cannot transfer receivables due to them from FL LOGISTICS to the third person. The payment shall be considered made as of the date of crediting account of FL LOGISTICS. In the event of delay in payment, FL LOGISTICS has the right to calculate interests in their statutory amount. In case of delays in payments, FL LOGISTICS can withhold the provision of forwarding services and make the renewal of provision of forwarding services for the Ordering Party dependent on payment of the outstanding amounts by the Ordering Party or for the Ordering Party, until all the outstanding amounts together with due interests are paid.
9. The Ordering Party hereby authorizes FL LOGISTICS to issue VAT invoices without a signature of an authorized person.
10. FL LOGISTICS has the right of lien on the shipments to secure the claims resulting from the services agreement and other receivables resulting from the orders, including when they result from other orders performed for the Ordering Party or a person for whom the forwarding service was provided.
11. To verify its credibility, the Ordering Party authorizes FL LOGISTICS to verify their credit history and credit history of the Third Payer at any given time at Biuro Informacji Kredytowej S.A. without the need for obtaining separate permits by FL LOGISTICS. FL LOGISTICS reserves the right to freely set and change the amount of the merchant's credit granted the Payer.

§ 9

Liability of FL LOGISTICS

- I. **International groupage, partial and full truck load forwarding services [PTL DOM, FTL DOM, PTL INT, FTL INT]**
 1. In case of a lost or missing shipment, FL LOGISTICS' liability is limited to the amount of SDR 8.33 per kilogram of gross missing weight, in accordance with the value of the shipment in place and at the moment of its acceptance for forwarding, but no more than SDR 50,000 per one shipment.
- II. **Common rules for all forwarding services**
 1. FL LOGISTICS is responsible for the shipment from the time of its acceptance for forwarding confirmed in transport documents, until the moment of its handing over to the authorized Recipient.

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2. In case of shipment damage, FL LOGISTICS' liability shall be limited to the amount by which shipment value was reduced, subject to the following:
 - a) if the value of the entire shipment became reduced due to the damage - liability shall be limited to the amount which would be payable in the event of loss of the entire shipment;
 - b) if only part of the shipment's value became reduced due to the damage - liability shall be limited to the amount which would be payable in the event of loss of the part, the value of which was reduced.
3. In the event mentioned in sec. 2 above, for calculation of the amount that is to be paid in case of a missing shipment, depending on the type of forwarding service, item II sec. 1 of this paragraph is to be used.
4. Apart from relevant compensation for the shipment, authorized person is also entitled to compensation in the amount equivalent to net remuneration paid to FL LOGISTICS for performing the forwarding service, in full in case of a complete loss or damage, proportionately in case of partial shipment loss or damage.
5. On terms specified in sec. 4 above, an entitled person can also claim damages for net costs of FL LOGISTICS' remuneration incurred in relation to the culpable by FL LOGISTICS necessity to order change in the terms of performance of forwarding service in a situation mentioned in para 6 sec. 18 of the Terms.
6. The amount of compensations mentioned in sec. 4 and 5 above must be added to the amount of the claim for compensation for shipment and is only payable if it turns out that under these Terms, FL LOGISTICS is responsible for shipment damage.
7. Considering the limitations resulting from these Terms, FL LOGISTICS shall be liable for damage resulting from failure to perform or an undue performance of forwarding operations resulting from the Forwarding Agreement, unless they prove that they could not have prevented the damage despite exercising due diligence or that they are not at fault at selecting the subcontractor.
8. FL LOGISTICS shall not be liable for decrease, loss, or damage of a shipment which occurred for reasons attributable to the Consignor, Recipient, or the Ordering Party, in particular resulting from absence or defective shipment packaging and manipulating, loading, placement or unloading the shipment.
9. FL LOGISTICS shall not be liable for damages and losses in a shipment in the event that shipment packaging prevented checking shipment quality at the time of shipment acceptance for forwarding or prevented shipment delivery in an intact condition, and at the same time the packaging at the time of delivery to the Recipient shows no external traces of breaking. In the event that it is not possible for FL LOGISTICS' representative to check shipment packaging condition or protection at the time of sending, FL LOGISTICS shall not be liable for damages therefore.
10. Acceptance of shipment by the Recipient without reservations shall result in expiry of all claims for compensation with respect to the FL LOGISTICS due to shipment's defect or damage.
11. FL LOGISTICS shall not be liable for damage or loss resulting from the properties of goods, caused by the acts of Force Majeure and circumstances of acts of war, state of emergency, martial law, strikes, road blockades, riots, civil commotions, terrorist actions and sabotage, effect of nuclear energy and radioactive substances, and other random incidents for which FL LOGISTICS is not culpable.
12. FL LOGISTICS shall not be liable for hidden damage - hidden damage shall mean damage in the shipment's substance that is impossible to discover during the delivery of the shipment due to the lack of external signs of breaching the shipment's packaging.
13. FL LOGISTICS shall not be liable for damages caused as a result of failure to perform or undue performance of a service, consisting in losses and subsequent expenditures and lost profits. FL LOGISTICS shall only be liable for actual damage (loss) resulting from net value of the lost or damaged shipment.
14. In the event of failure to perform loading operations on time specified in the order due to reasons attributable to the Consignor or an excessive prolongation of loading operations as well as refusal to accept the shipment for forwarding because of its improper packaging, FL LOGISTICS shall not be liable for potential damage related to that, including delay in delivery of the shipment. The Ordering Party shall be liable for damage suffered by FL LOGISTICS due to that.

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15. FL LOGISTICS shall not be responsible for actions or omissions of the Ordering Party, Consignor, or Recipient that bear the hallmarks of actions forbidden and punishable under an act.
16. If the Ordering Party does not reserve term of delivery in the order, FL LOGISTICS is obligated to ensure that goods arrive within a reasonable time period.
17. FL LOGISTICS shall not be liable for the delays in the performance of services (delivery of shipments) if a delay does not exceed two business days in relation to the agreed deadlines.
18. Liability of FL LOGISTICS in case of shipments delayed in delivery above two business days is limited to the maximum amount of the remuneration for the performance of the given forwarding service. Every damage suffered due to a delay must be properly documented.
19. FL LOGISTICS can perform unloading at the expense of the Ordering Party if the Recipient declines acceptance and the Consignor does not give instructions regarding further course of action. In such situation, FL LOGISTICS shall be liable for taking care of the shipment in accordance with valid provisions of law. Care of the shipment is taken at the expense and risk of the Ordering Party.
20. If FL LOGISTICS paid the amount equal to the worth of goods by way of damages, they have the right to take possession of the goods without the need for submitting separate declarations of intent.
21. FL LOGISTICS shall not be liable for provisions in the documents that are returned to the Consignor as part of the "Return of Confirmed Documents Service."
22. FL LOGISTICS shall not be liable for damage caused by their subcontractors that does not have a direct casual connection with the provided forwarding service or does not concern the object of the forwarding service, especially for events that are covered by the obligatory automobile public liability insurance of such a subcontractor.
23. The Ordering Party is obligated to compensate FL LOGISTICS for damages sustained as a result of:
 - a) providing incorrect, unclear, or incomplete information about the shipment and its content;
 - b) improper packaging or marking of the shipments;
 - c) faulty loading or placement of the shipments in a package, done by the Ordering Party or the Consignor;
 - d) harmful properties of the content of shipment that could not have been predicted by FL LOGISTICS;
 - e) mistakes done by the Ordering Party or the Consignor as a result of which FL LOGISTICS is forced to pay customs duty or tax or lodge security.
24. The Ordering Party shall be liable for actions of all people specified by the Ordering Party who participate in the provision of these services, especially for actions or omissions of the Consignor or the Recipient, as long as the Ordering Party presented them to FL LOGISTICS as participants of the performance of order or if their participation results from the nature of the order.

§ 10

Complaints

1. Complaints shall be lodged to FL LOGISTICS headquarters in Modlnica, to the Complaints Department. Complaints can also be submitted by electronic means in a way agreed on in advance with FL LOGISTICS.
2. All complaints concerning performed services must be promptly reported in writing, however no later than 14 days of the date of shipment receipt in case of shipment shortage or damage, and in the case of delay or loss no longer than 21 days of the date when shipment delivery was scheduled.
3. If the complaint is submitted at variance with sec. 1 or after the time specified in sec.2, FL LOGISTICS reserves the right to refuse its adjustment.
4. In case of a visible damage or partial loss of goods at the time of shipment delivery, damage report should be prepared in the presence of the driver in accordance with the form used by FL LOGISTICS. Damage report must be signed by the Recipient and FL LOGISTICS' representative who delivered the

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shipment. In case of a difference in positions, FL LOGISTICS' representative or the Recipient has the right to make their comments and reservations in the report.

5. Reservations concerning losses or damages, which were not visible at the time of delivery, should be submitted to FL LOGISTICS within 7 days of the date of receipt. Irrespective of the date of filing reservations, the obligation to prove that damage or partial loss of goods took place prior to its delivery rests on the person who lodged the complaint. If the person who lodged the complaint is not able to prove that, it is considered that the shipment was delivered in an intact condition and in a quantity compliant with the order.
6. Persons authorized to lodge a complaint are the Ordering Party or a person authorized by the Ordering Party in writing. If a complaint is lodged by a different person, they should enclose a certificate of the proxy on behalf of an authorized person or a document of transfer of rights entitling them to claim damages from FL LOGISTICS.
7. A set of complaint documents according to sec. 9 below should be filled in within 14 days as of the date of requesting from the complaining entity that gaps in the complaint documents are to be filled in. After this deadline the complaint will not be investigated and there will be no option of another submission of a complaint.
8. The basis to initiate a complaint procedure in case of damage is lodging by authorized party a written complaint in particular stating the following: name of the complainant and its address and contact details, complaint grounds with justification, object of complaint, shipment identification number assigned by FL LOGISTICS or transport document type and number, claim amount, gross weight of damaged or lost shipment, current bank account number of the party authorized to receive compensation and signature of the complainant. A complaint notification form is available at www.FL LOGISTICS.pl.
9. The following documents should be enclosed with a written complaint referred to in section 8 above:
 - a) original transport document (DN, KLP or CMR) or its copy confirmed as a true copy,
 - b) documents confirming claim value - original VAT invoice or its copy confirmed as a true copy, calculation of costs or other documents confirming suffered losses, a corrective invoice issued by the Consignor to the Recipient due to reduced charge by the complained amount,
 - c) in case of broken external packaging, Damage Report drawn up in conformity with the form applicable FL LOGISTICS' (available at www.FL LOGISTICS.pl), comprising a description of losses or damages and bearing a legible signature of FL LOGISTICS' representative and the complainant,
 - d) documentation confirming the fact of occurrence and the scope of damage, including pictures bearing a date and time.
10. FL LOGISTICS reserves the right to demand other documents necessary to close the complaint procedure that are not covered by the list included in sec. 9 above and that should be delivered to FL LOGISTICS within 14 days as of the date of the submission of request by FL LOGISTICS. After this deadline the complaint may not be investigated and there will be no option of another submission of a complaint.
11. In case of damage to the goods, the goods should be left for inspection by FL LOGISTICS or other entity selected by FL LOGISTICS authorized to estimate on behalf of FL LOGISTICS the damage until the complaint procedure is finished. In case of failure to leave goods for inspection, the complaint may be dismissed without the possibility of re-lodging the complaint.
12. FL LOGISTICS shall adjust the complaint in shortest time possible, subject to a need to thoroughly consider and assess gathered material. Immediately after consideration of the complaint, FL LOGISTICS or the insurer shall inform the complaining party in writing about the method of handling the complaint.
13. Lodging the complaint to FL LOGISTICS never releases from the obligation to pay the fee for the forwarding service and does not entitle to make set-offs as part of the mutual settlements without the prior written consent of FL LOGISTICS.

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§ 11

Forwarding dangerous goods (ADR)

1. General rules of performance of freight forwarding orders concerning shipments including dangerous goods
 - a) During the performance of orders concerning dangerous goods, FL LOGISTICS shall exercise special caution to prevent damaging or losing the shipment, damaging other shipment, damaging the vehicle, causing danger to the environment and health and life of people.
 - b) In order to achieve the above-mentioned goal, FL LOGISTICS implements the provisions of this para 12 of the Terms with regard to which the Ordering Party declares that they accept them and adopts as valid for orders concerning dangerous goods within the meaning of the provisions of the ADR Agreement.
 - c) The Ordering Party undertakes to not give FL LOGISTICS orders consisting in the forwarding of dangerous goods that:
 - do not meet the requirements concerning their transport specified in the provisions of the ADR Agreement;
 - are specified in the provisions of the ADR Agreement as prohibited for transport;
 - are specified in the regulations as prohibited for use, manufacture, placing on the market, and transport in Poland;
 - are prohibited and not cleared for forwarding in FL LOGISTICS in accordance with the list included in sec. 6 of this paragraph.
2. During the performance of orders FL LOGISTICS can make use of services of subcontractors while they are responsible for their actions and omissions under the provisions in force.
3. All rules of performance of orders concerning the provision of forwarding services by FL LOGISTICS concerning dangerous goods are based on the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) prepared in Geneva on 30.09.1957 (Journal of Laws of 2002 No. 194, item 1629 together with the amended texts of annexes A and B to this agreement (Journal of Laws of 2003 No. 207, item 2014) and provisions of the Act of 10/28/2002 on the Carriage of Dangerous Goods by Road (Journal of Laws of 2002 No. 199, item 1671, as further amended).
4. Regardless of the provisions of this paragraph, the remaining provisions of these "General Terms of Services of FL LOGISTICS" also apply to the performance of orders of forwarding dangerous goods.
5. FL LOGISTICS does not accept for forwarding the following dangerous goods:
 - a) belonging to the Packaging Group I (in all classes);
 - b) belonging to 0 or 1 transport category (in all classes);
 - c) belonging to the classes: 1 (explosive), 6.2 (liable to cause infections), and 7 (radioactive) entirely;
 - d) self-reactive, self-heating, requiring controlled temperature in the classes 4.1, 4.2, 4.3, 5.1, 5.2;
 - e) very dangerous to the environment within the class 9;
 - f) of a special risk, subject to special procedures specified in chapter 1.10 of the provisions of the ADR Agreement;
 - g) prohibited in carriage by road according to the provisions of the ADR Agreement;
 - h) hazardous materials in bulk, in containers, in tanks, in battery vehicles, in multi cylinder packs, or in MEGCs (multiple element gas containers), and liquids in large packagings (LPs).
 - i) CAUTION! Fluid materials in IBCs (intermediate bulk containers) can be accepted for forwarding/carriage only under separate arrangements.

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6. Based on the above-mentioned criteria, a "List of dangerous goods prohibited or inadmissible for transport in FL LOGISTICS" constituting an integral part of these Terms is created:

Number of the ADR class	Name of the ADR class	Goods prohibited and inadmissible regardless of the quantity of shipment
1	Explosive materials and objects	Entire class
2	Gases	Groups: T, TC, TO, TF, TOC, TFC, C, CO, FC (including aerosols in these groups) and UN 1005, 1017, 1043, 2186, 2421, 2455
3	Liquid inflammable materials	Packaging group I and explosives with D classification code: UN 1204, 2059, 3064, 3343, 3357, 3379
4.1	Flammable solids, self-reactive substances and solid desensitised explosives	Packaging group I and explosives with D or DT classification code as well as self-reactive including SR code: UN 2956, 3221 to 3242 and 3251, and 3097, 2304, 2448, 3176
4.2	Substances liable to spontaneous combustion	Packaging group I and UN 3127 and 3255
4.3	Materials that generate flammable gases in contact with water	Packaging group I and UN 1183, 1242, 1295, 1340, 1390, 1403, 1928, 2813, 2965, 2968, 2988, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3148, 3396,
5.1	Oxidizing materials	Packaging group I and UN 2426, 3100, 3121, and 3137
5.2	Organic peroxides	Peroxides of A, B, and C type and all peroxides requiring controlled temperature with P2 code: UN 3101 to 3104 and 3111 to 3120
6.1	Toxic materials	Packaging group I and UN 1051, 1600, 1613, 1614, 2312, 3250, 3294, 3452, 3455, and 2249
6.2	Substances liable to cause infections	Entire class
7	Radioactive materials	Entire class
8	Corrosive materials	Packaging group I and UN 2215 and 1798
9	Various dangerous materials and objects	Materials with codes: M1 (carcinogenic), M2 (dioxins), M8 (microbes), M-M10 (materials with elevated temperature): UN 2212, 2315, 2590, 3151,

7. FL LOGISTICS and/or their subcontractor have the right to refuse performance of an order if the shipment contains a dangerous material that is prohibited or inadmissible for transport in FL LOGISTICS under the above List.

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8. The Ordering Party or acting on their behalf consignor and/or loader shall bear full liability for proper and remaining in accordance with the provisions of the ADR Agreement preparation of the shipment for forwarding, including for the quality of packagings and correctness and completeness of documents.
9. In particular, the Ordering Party or acting on their behalf consignor/loader is responsible for:
 - a) observing the ban on forwarding goods included on the "List of dangerous goods prohibited or inadmissible for transport in FL LOGISTICS" (sec. 6 of this paragraph);
 - b) giving driver information and required transportation documents and accompanying documents (security manuals, certificates, special statements, etc.) required for proper transport of dangerous goods;
 - c) sticking on a shipment the Proof of Shipment together with the ADR Annex on the same side of the packaging on which there are warning labels;
 - d) handing over for forwarding ONLY packagings that are appropriate and admitted for carriage of the given type of goods, are of good quality, i.e. have not expired, have a proper level of filling, are not "smoking", have no other unsealing, damage, cracking, leaks, discharges, are not contaminated on the outside with chemicals and have certification labels required by the provisions of the ADR Agreement;
 - e) compliance with the requirements of the ADR Agreement provisions concerning the method and limitations of shipment;
 - f) content and completeness of transport documents accompanying the shipment, including at least: the UN number; proper transport name of dangerous goods; packaging group; code of carriage limitations through tunnels, if applicable; packaging type/name; number of packagings; weight or volume together under a given UN; and, if applicable, other information, in conformity with the provisions of section 5.4 of the ADR Agreement. If the above-mentioned information is not included in the transport documents, it shall be considered as the Ordering Party's declaration that the shipment does not contain dangerous goods within the meaning of the ADR Agreement.
10. If during performance of the order packaging gets unsealed and/or dangerous substance gets released due to the bad quality of packagings handed over by the Ordering Party or the consignor/loader acting on their behalf, FL LOGISTICS shall have the right to seek compensation from the Ordering Party for all the costs and damages resulting from unsealing the packaging and/or releasing dangerous substance related to:
 - a) criminal sanctions of authorized control bodies;
 - b) damaging other shipments, means of carriage, handling terminal;
 - c) complaints concerning delays in delivery of other shipments;
 - d) pollution of the environment;
 - e) loss of human health of life;
 - f) costs of emergency operation, including the required utilization.
11. The Ordering Party declares that they undertake to unconditionally cover all the costs and damages mentioned in sec. 10 above.
12. In case of determining that a shipment does not meet any of the requirements listed in sec. 9 of this paragraph, FL LOGISTICS has the right to refuse accepting shipment for forwarding. In such case, FL LOGISTICS has the right to charge the Ordering Party for costs of drive for the collection of shipment.
13. If during the performance of a forwarding order a breach of requirements concerning transport of dangerous goods is discovered or there is a malfunction that can cause the threat to people or environment, the provision of such service might be interrupted.
 - a) If the Ordering Party receives information about an obstacle to the provision of a service, they should immediately give information about further course of action concerning the shipment. Lack of such information from the Ordering Party authorizes FL LOGISTICS to taking independent actions concerning the shipment that are compliant with the applicable provisions of the law.
 - b) Further performance of the forwarding order shall be continued only after the removal of violation of transportation requirements or malfunction. If the violation of transportation requirements or malfunction

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are not attributable to FL LOGISTICS or their subcontractors, FL LOGISTICS shall not be liable for the occurring delays in the performance of order.

- c) If it is impossible to remove discovered violation of transportation requirements or malfunction, FL LOGISTICS, by agreement with proper authorities and emergency units, shall be obligated to unload the goods, neutralize or utilize them (depending on the decisions made by proper authorities or emergency units). If the above- mentioned violations are not attributable to FL LOGISTICS or their subcontractors, the Ordering Party shall be charged for the costs of the above operations and the Ordering Party undertakes to cover them unconditionally.
- 14. The Ordering Party is obligated to include in the content of a consignment note and/or other transport document family names and phone numbers of people authorized to give detailed information about properties of dangerous goods covered by the order.
- 15. In case of dangerous goods that are loaded without prior agreement with FL LOGISTICS, FL LOGISTICS reserves the right of recourse with respect to all the costs of potential sanctions and additional operations required due to the illegal transport of dangerous goods as well as remaining costs related to the possible failures arising in connection with the provision of the forwarding service.

§ 12

Confidentiality

- 1. The Ordering Party is obligated to:
 - a) keep in absolute secret all information concerning prices, technical, technological, financial, commercial, legal and organizational information concerning FL LOGISTICS received in the course of the cooperation with FL LOGISTICS, regardless of the form of transfer of such information and its source;
 - b) observe the principle that without a prior written consent of FL LOGISTICS, the Ordering Party shall not disseminate, copy or disclose to third parties information concerning cooperation with FL LOGISTICS, and, in particular, information concerning interests of FL LOGISTICS protected by law;
 - c) take adequate steps necessary to ensure protection of information and its sources both in full and in part.
- 2. The Ordering Party may disclose information solely to employees of authorized entities, on the basis of laws and regulations, to audit the Ordering Party, provided that information disclosure will be justified and only to the extent to which information recipient must have access to the same for strictly defined purposes.
- 3. The requirements enumerated in section 1 of this paragraph herein shall not apply to any parts of information provided by the Ordering Party, which:
 - a) is published, is known and officially made public without a breach of provisions contained herein;
 - b) is disclosed under a final and legally binding decision of court or administrative body within the scope specified in such decision;
 - c) is disclosed by prior written consent of FL LOGISTICS.

§ 13

Additional Information

- 1. FL LOGISTICS reserves the right to check the content of the shipment at any given time from the moment of its acceptance at the Consignor to the moment of its delivery to the Recipient to check the conformity of its real content with the content of data included in DN, LP, or CMR. Such check

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- can especially concern determination: if content declared by the Consignor is not exempted in accordance with para 5 of these Terms, of the state of packaging and security of internal cargo in the shipment.
2. Variances mentioned in sec. 1 of this paragraph can constitute a basis for a refusal of acceptance of shipment by FL LOGISTICS as well as for change in the terms of performance of the agreement.
 3. In the above described cases FL LOGISTICS reserves the right to verify calculated fees for provided services. Variances between this information and information provided by the Consignor in a document that constitutes a basis for the provision of service justify the possible change in the price of the provided service in accordance with current Price List FL LOGISTICS.
 4. FL LOGISTICS has a right to refuse performance of an order if the DN, KLP, or CMR is filled in incorrectly, shipment is not sufficiently secured for transport, its content is at variance with its description in the forwarding order, or in other unique situations.
 5. Transport of shipments containing food is regulated by the provisions concerning issuance of HACCP certificate.
 6. For matters not provided for in these General Terms and Conditions of Service of FL LOGISTICS, provisions of the generally applicable law of the Republic of Poland, i.e. Civil Code, and the provisions of the Polish General Forwarding Rules 2010 (subject to the amendments implemented in these General Terms and Conditions of Service FL LOGISTICS and only to the extent not provided for here) shall apply.
 7. If FL LOGISTICS performs carriage on their own, rights and responsibilities of the carrier shall apply to them, in an international carriage in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 16.05.1965 (Journal of Laws of 1962 No. 49, item 238, as amended), in a national transport in accordance with the Act of November 15, 1984 Transport Law (Journal of Laws of 2000 No. 50, item 601, as further amended).
 8. All disputes resulting from the conclusion and performance of the services by FL LOGISTICS shall be resolved by the Common Court having jurisdiction over the registered office of FL LOGISTICS.
 9. FL LOGISTICS is an administrator of personal information within the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 1997 No. 133, item 833, as amended) handed over to FL LOGISTICS in relation to the provision of forwarding services. Personal information is collected and processed only for the purposes of execution of agreements and handling complaint process. Information is given freely and every person has the right of access the given data, correct it and request that it is deleted. The Ordering Party declares that they are authorized to hand over personal information to FL LOGISTICS, they do it in accordance with the current regulations, and they obtained appropriate consents from people whose information are transferred to FL LOGISTICS as well as informed them about the fact and scope of transferred information.
 10. At any given time, FL LOGISTICS has the right to amend these General Terms of Service FL LOGISTICS which shall not constitute change of the agreement and does not require consent of people bound by regulations of the Terms. Amended Terms shall enter into force on the day specified in them and are made available on the website www.fllogistics.pl
 11. These Terms do not bind consumers within the scope in which they could violate or limit their rights provided for in common regulations, including constituting unlawful contractual clauses.
 12. These General Terms of Service of FL LOGISTICS enter into force on the 1st of December 2015.

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**"Annex No. 1 dated 31 March 2017
to the General Service Regulations of FL LOGISTICS
applicable from 1 December 2015**

Considering the fact of implementation of the provisions of the Act on the monitoring system for the road carriage of goods, it became necessary to amend the General Service Regulations of FL LOGISTICS applicable from 1 September 2016 (hereinafter referred to as "Regulations") as follows:

§ 1

In § 3 par. 1 of the Regulations the following definition shall be added:

"Monitored consignment - quantity of goods of the same kind, grouped under a single sub-category of the Polish Classification of Goods and Services, hereinafter referred to as "PCGS", or single position of the Combined Nomenclature, hereinafter referred to as "CN", carried from a single Consignor to a single Recipient, to a single delivery destination, using a single vehicle being subject to the monitoring system for the road carriage of goods, in accordance with the current laws."

§ 2

After § 11 § 11a reading as follows shall be added:

"§ 11a

Forwarding of Monitored Consignments

1. Monitored consignments are forwarded on terms and conditions stipulated in the Act on the monitoring system for the road carriage of goods ("Act on monitoring"), the implementing provisions issued on its basis and this § 12a of the Regulations.
2. The Principal is liable towards FL LOGISTICS for the fulfilment of all obligations ensuing from the Act on monitoring pertaining accordingly to the Consignor, the Recipient, the shipping entity or the receiving entity. The Principal's liability is a strict liability.
3. In case of an intention to ship a Monitored consignment, the Principal, prior to accepting the Monitored consignment for forwarding, is obliged to ensure that the shipping entity sends a notification concerning the Monitored consignment to the register referred to in Article 4 of the Act on monitoring ("Register") and to obtain a reference number.
4. The Principal is obliged to give FL LOGISTICS the reference number obtained for the Monitored consignment, together with the electronic key securing access to the notification intended for the carrier. FL LOGISTICS, based on separate arrangements with the carriers, accordingly regulates the issue of fulfilling the obligations of the carriers ensuing from the Act on monitoring.
5. The Principal undertakes to give for forwarding only Monitored consignments for which the Principal obtained the reference number and forwarded it to FL LOGISTICS. The forwarding service will not be provided for Monitored consignments for which only a document replacing the notification referred to in Article 9 par. 5 and 6 of the Act has been obtained.
6. If the Monitored consignment is accepted for forwarding in Poland, in case of delivery of goods, the notification to the Register covers:
 - a) planned date of commencement of carriage of the Monitored consignment;
 - b) details of the shipping entity covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - c) details of the receiving entity covering:

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- first and last name or company name,
 - address of the place of residence or registered office;
 - d) tax identification number of the shipping entity or number by which the shipping entity is identified for the purpose of value added tax;
 - e) tax identification number of the receiving entity or number by which the receiving entity is identified for the purpose of value added tax;
 - f) address details of the place of loading of the Monitored consignment;
 - g) details of the goods in the Monitored consignment being the subject matter of carriage, in particular, type of goods, CN position or PCGS sub-category, quantity, gross weight or volume of the goods.
7. If the Monitored consignment is accepted for forwarding in Poland, in case of intra-community delivery of goods or export of goods within the meaning of the Act of 11 March 2004 on value added tax, the notification to the Register covers:
- a) planned date of commencement of carriage of the Monitored consignment;
 - b) details of the shipping entity covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - c) details of the recipient of the goods covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - d) tax identification number of the shipping entity or number by which the shipping entity is identified for the purpose of value added tax;
 - e) in case of intra-community delivery of goods, number by which the recipient of the Monitored consignment is identified for the purpose of value added tax;
 - f) address details of the place of loading of the goods;
 - g) details of the goods in the Monitored consignment being the subject matter of carriage, in particular, type of goods, CN position or PCGS sub-category, quantity, gross weight or volume of the goods.
8. If the Monitored consignment is accepted for forwarding in another country, the notification to the Register must be made at the latest prior to commencement of carriage in Poland and covers:
- a) details of the receiving entity covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - b) details of the consignor of the Monitored consignment covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - c) tax identification number of the receiving entity or number by which the receiving entity is identified for the purpose of value added tax;
 - d) in case of intra-community purchase of goods within the meaning of the Act of 11 March 2004 on value added tax, number by which the consignor of the Monitored consignment is identified for the purpose of value added tax;
 - e) address details of the place of delivery of the Monitored consignment;
 - f) details of the goods in the Monitored consignment being the subject matter of carriage, in particular, type of goods, CN position or PCGS sub-category, quantity, gross weight or volume of the goods.
9. If the Monitored consignment is accepted for forwarding in another country, the place of receipt is located in yet another country, where part of the route runs through Poland, in order to make it

FL LOGISTICS

General Terms of Service

possible to enter the Monitored consignment in the Register, the Principal is obliged to give FL LOGISTICS the following information:

- a) details of the consignor of the goods covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - b) details of the recipient of the goods covering:
 - first and last name or company name,
 - address of the place of residence or registered office;
 - c) details of the goods in the Monitored consignment being the subject matter of carriage, in particular, type of goods, CN position or PCGS sub-category, quantity, gross weight or volume of the goods.
10. The Principal or consignor and/or forwarder acting on his behalf is fully liable for proper and lawful preparation of the Monitored consignment for forwarding, including for the correctness and completeness of the details and information provided.
 11. In case of ascertainment that the consignment is a Monitored consignment and the Principal did not give FL LOGISTICS all of the required data and information or does not possess a reference number for the Monitored consignment, FL LOGISTICS may refuse to accept the consignment for forwarding or suspend the execution of the forwarding service. In this case FL LOGISTICS has the right to burden the Principal with the costs of the commute to pick up the consignment or with the costs of providing the service in the same amount as for the complete performance of the service.
 12. If, while performing the forwarding service, breach of the requirements concerning transport of Monitored consignments is ascertained, provision of the service may be interrupted. In case of notification about the occurrence of an obstacle in performing the service, the Principal should immediately give information on further proceeding with the Monitored consignment. If the Principal does not provide such information, FL LOGISTICS will be authorized to individually take actions concerning the Monitored consignment, compliant with the current laws, at the expense and risk of the Principal. Further performance of the forwarding service will be possible only after the ascertained obstacles are removed. If the breach of the requirements is not imputable to FL LOGISTICS or its sub-contractor, FL LOGISTICS is not liable for the delays in providing the service.
 13. The Principal is obliged to inform every person who, based on the provisions of the Act, is liable for fulfilling the obligations ensuing therefrom, including, in particular, the shipping entity, the receiving entity, the consignor or recipient, about the scope of his/her duties and the sanctions ensuing from not abiding by them.
 14. The Principal is obliged to unconditionally cover all costs and losses incurred by FL LOGISTICS, associated with the Principal's breach of the obligations stipulated in this § 12a and the provisions of the Act. In particular, the Principal's liability is extended to losses incurred by FL LOGISTICS in connection with the liability of FL LOGISTICS towards its customers due to non-performance or improper performance of the services if the breach of the obligations by the Principal had any impact on the occurrence of such liability.
 15. Regardless of the provisions of this section, fulfilment of the orders for Monitored consignment forwarding services are governed by the remaining provisions of these Regulations."

§ 3

The Regulations shall remain unchanged in the remaining scope.

§ 4

The provisions of this Annex shall come into force on 17 April 2017.