



REAL LOGISTICS Sp. z o. o. Sp. K.
Muchoborska Str. 16, 54-424 Wrocław, Poland
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GENERAL TERMS AND CONDITIONS REAL LOGISTICS

These General Terms and Conditions (hereinafter the *GTC*) shall apply to all contracts entered into by Real Logistics sp. z o.o. sp. k. based in Wrocław (hereinafter *the Company*), unless a given contract provides otherwise.

1. [Services rendered by *the Company*]

- 1.1. *The Company* provides freight forwarding services, i.e. services which consist in forwarding and receiving consignments.
- 1.2. *The Company* arranges carriage of consignments on a comprehensive basis, and also performs particular activities connected with carriage agreed upon by *the Parties*.
- 1.3. The activity of *the Company* is an activity of a global nature.
- 1.4. *The Company* renders services using the following modes of transport:
 - 1.4.1. by air
 - 1.4.2. by sea
 - 1.4.3. by road
 - 1.4.4. by railway

2. [Order]

- 2.1. *The Company* carries out services on the basis of an Order which can be given in any form, including in particular through a declaration of acceptance of an offer, by e-mail or using a freight exchange.
- 2.2. *The Company* starts the execution of an Order after confirming its acceptance.
- 2.3. The duration of transit specified in *the Company's* offer is indicative in nature. A deviation from the duration of transport does not constitute a breach of an order.
- 2.4. The offer has been calculated based on current costs. In case of a change of one of components (fuel, licences, access to infrastructure, congestion, etc.) above 3%, *the Company* reserves the right to renegotiate the conditions of the offer.
- 2.5. The offer is prepared for neutral goods, of no strategic importance (WSK), unless the offer states otherwise.
- 2.6. The offer does not include costs of inspection, customs revision, related costs and costs of storage.



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- 2.7. An offer with changes accepted by the Contractor is considered as a new offer that is binding upon the parties, subject to its acceptance by *the Company*.
- 2.8. The information contained in the offer is intended exclusively for its addressee. Forwarding the offer or part thereof to third persons without *the Company's* consent is forbidden.
- 2.9. *The Company* may provide services through its subcontractors.
- 2.10. Within the framework of road freight forwarding the following shall apply:
- 2.10.1. An Order shall be deemed to have been executed by *the Company* on the date of unloading the goods at the place of delivery.
 - 2.10.2. The free time for loading/unloading and customs clearance in domestic and international FTL and container transport is set at: 8 hours. After this time an amount of PLN 50.00 will be charged for each commenced consecutive hour.
 - 2.10.3. In case of any discrepancies between the gross weight or dimensions stated by the Contractor and the actual weight or dimensions, *the Company* reserves the right to adjust its remuneration in line with the change in costs of the execution of an Order.
- 2.11. Within the framework of sea freight forwarding the following shall apply:
- 2.11.1. An Order pertaining to export shall be deemed to have been executed by *the Company* on the date of loading onto a ship in the port of shipment.
 - 2.11.2. A service pertaining to import shall be deemed to have been performed on the date of unloading from a ship in the port of destination.
 - 2.11.3. Payment of sea freight charges and extras depends on the date of loading onto a ship.
 - 2.11.4. The Contractor is responsible for proper packaging and marking of goods.
 - 2.11.5. Wooden packaging should meet phytosanitary requirements of the country of destination.
 - 2.11.6. Maritime transport shall be governed by bill of lading conditions.
- 2.12. Within the framework of air freight forwarding the following shall apply:
- 2.12.1. A service pertaining to export shall be deemed to have been executed on the date of departure of cargo from the airport of shipment.
 - 2.12.2. A service pertaining to import shall be deemed to have been performed on the date of unloading in the airport of destination.
 - 2.12.3. The air transport is regulated by the provisions of the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on May 28, 1999.
 - 2.12.4. Surcharges in air freight are variable without prior notice. Surcharges considered to be valid are those on the day of departure from the airport of origin.
 - 2.12.5. To air transport the conversion rate 1m³ = 167kg is applicable.
- 2.13. Within the framework of rail freight forwarding the following shall apply:
- 2.13.1. An Order pertaining to export shall be deemed to have been executed by *the Company* on the date of loading a train at the station of shipment.



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- 2.13.2. A service pertaining to import shall be deemed to have been performed on the date of unloading a train at the station of destination.
- 2.13.3. The Contractor is responsible for proper packaging and marking of goods.
- 2.13.4. Wooden packaging should meet phytosanitary requirements of the country of destination.

3. *[the Company's remuneration]*

- 3.1. The amount and the term of payment of remuneration owed to *the Company* will be determined in an order, the term of payment being before cargo is released.
- 3.2. The Contractor commits itself to pay the remuneration owed to *the Company* in the amount, within the time limit and to the bank account indicated in an invoice.
- 3.3. The day when *the Company's* bank account is credited with an amount shall be considered the date of payment.
- 3.4. The amount of *the Company's* remuneration will be increased by VAT tax at the rate applying on the date of an invoice.
- 3.5. In the event that the laws affecting the amount of *the Company's* remuneration are amended, the remuneration automatically changes according to the amendment to the laws.
- 3.6. The Contractor shall reimburse *the Company* expenses incurred in fulfilling an order, including, but not limited to, costs of: demurrage, detention, storage, customs duties, inspection fees, and all other expenses incurred by *the Company* to fulfill the order properly.
- 3.7. Expenses incurred by *the Company* shall be reimbursed on the basis of a debit note covering the gross value of these expenses. Copies of documents confirming that *the Company* has been charged with a given cost (invoices, notes etc.) shall be attached to the note.
- 3.8. *The Company* reserves the right to withdraw from the execution of an order or its part in case of the Contractor's failure to reimburse expenses incurred by *the Company*.
- 3.9. If the amount of remuneration or expenses incurred by *the Company* is expressed in a currency other than PLN, *the Company* has the right to claim its equivalent in PLN, calculated according to the following rules:
 - 3.9.1. in matters connected with road freight forwarding inside the EU (i.e. if at least one route point is within the EU) the average exchange rate of the NBP (the National Bank of Poland) of the day preceding the day of loading is used for converting.
 - 3.9.2. in matters connected with freight forwarding by sea, air as well as by road outside the EU the money selling rate of ALIOR BANK valid at 09.00 a.m. on the day preceding the day of loading is used for converting.



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3.10. *The Company's* remuneration may not be set off against any of the Contractor's claims.

4. [Lien]

- 4.1. To secure claims for remuneration and reimbursement of expenses and other receivables that have arisen from orders, as well as secure such claims to which previous forwarders and carriers are entitled, the Company is entitled to the statutory lien upon a shipment, as long as the shipment is with them or with the person who is holding it on their behalf, or as long as they can dispose thereof on the basis of documents.
- 4.2. *The Company* shall inform the Contractor of the fact of the exercise of a lien in writing or via e-mail, indicating the place of storage of a shipment and the sum of security.
- 4.3. Costs that have arisen in connection with the exercise of a lien shall be borne by the Contractor .

5. [Insurance]

- 5.1. The Company does not have an obligation to have the goods insured. They can be insured for and on behalf of the Contractor at its request made in writing or by e-mail.
- 5.2. Stating the value of goods in an order does not mean that *the Company* has been ordered to arrange "cargo" insurance.
- 5.2. The insurance premium (on the basis of an institute clause A) shall be 0.15% on 110% of the commercial value of goods (excluding excise goods, e.g. tobacco, alcohol, fuels, valuable and perishable goods). The value of the insured goods, at the Contractor's request, can be increased by costs of: carriage, insurance, customs duty, VAT tax . The minimum premium: EUR 25.00 /USD 30.00. The maximum value of goods : EUR 300,000.00. The integral deductible: EUR 200.

6. [Liability and Complaints]

- 6.1. The Company is liable for loss resulting from the non-fulfillment or the improper fulfillment of an order, unless it has exercised due diligence in its efforts to avoid it.
- 6.2. The Company does not assume the liability referred to in clause 6.1 if the loss, shortage, damage or delay in carriage of a consignment is attributable exclusively to the Contractor's or the recipient's fault, or to properties of the consignment, force majeure or other circumstances for which the Company is not responsible.
- 6.3. The Company's liability for damages shall be limited exclusively to the actual losses suffered by the Contractor and shall not cover lost benefits.



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- 6.4. The Company does not assume the liability referred to in clause 6.1 if the shipment loss, shortage or damage is attributable to at least one of the following causes:
- 6.4.1. shipping of items, under a false name, excluded from carriage or accepted for carriage under special conditions, or the Client's failure to comply with those conditions,
 - 6.4.2. lack of the packaging of items or defective packaging of items, exposed to damage under such conditions, provided that such defects or lack of packaging have been reported before the acceptance of such consignment for forwarding,
 - 6.4.3. specific vulnerability of items to damage due to defects or natural properties.
- 6.5. Furthermore, *the Company* is not liable for loss:
- 6.5.1. resulting from delay, unless the Company undertook to deliver the goods within a strictly defined deadline. In addition, compensation for loss caused by delay in delivery of the goods is limited to the amount of the Company's remuneration.
 - 6.5.2. concerning the goods not covered by the services,
 - 6.5.3. arising from acts or omissions of third persons
 - 6.5.4. consisting in a shortage in weight of bulk goods if the shortage is due to the properties of the goods and does not exceed the limits specified by appropriate regulations, and in the absence of such regulations – does not exceed customary limits.
- 6.6. The Contractor is liable for loss resulting from:
- 6.6.1. providing untrue, inaccurate or incorrectly entered information in a consignment note or other document, as well as for the lack, incompleteness or incorrectness of documents required by specific regulations
 - 6.6.2. the defective condition of a shipment, lack of packaging, improper packaging or improper performance of loading operations.
- 6.7. The Contractor shall bear costs associated with the reloading of a shipment in the event that the data on the weight of the shipment contained in a consignment note are factually incorrect.
- 6.8. If the loss/damage was only partially due to circumstances for which *the Company* is responsible, *the Company's* liability is limited to its contribution.
- 6.9. *The Company* is liable for damage to cargo in sea freight up to the amount indicated in the bill of lading.
- 6.10. For damage during transportation, the Contractor will charge *the Company* using debit notes, on the basis of a damage report specifying in particular the quantity of damaged (lost) goods and their current value as well as a type of damage. The following should be attached to the report:
- 6.10.1. a complaint submitted in writing or via e-mail with a clearly defined amount of claims,
 - 6.10.2. a bill of lading (a copy for the consignee) with remarks about the condition of the goods at the time of delivery,
 - 6.10.3. a report prepared by the consignee and approved by the supplier, determining in detail the number of goods damaged and a kind of damage,



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- 6.10.4. a commercial invoice describing the goods damaged or other document on the basis of which the value of the goods damaged (lost) can be established, or another document required by the insurer,
 - 6.10.5. calculation of the amount of damage,
 - 6.10.6. a packing list,
 - 6.10.7. photographs of the goods damaged.
- 6.11. The complaint should be brought forthwith, not later than within 7 days from the day of delivery.
- 6.12. A complaint lodged after the expiry of 7 days from delivery, and in case of invisible defects after the expiry of 7 days from delivery, shall be rejected. In cases meriting special regard, a complaint will be accepted for consideration despite the expiry of the period for reporting defects in goods.
- 6.12. The Parties undertake to immediately notify each other of the losses/damage that have/has occurred, under pain of forfeiting the right to assert claims. The deadlines for reporting losses/damage are set out in the legal provisions regulating the rules for implementation of a specific type of transport services.
- 6.13. In case of damage to goods by the carrier or its driver when they are unloaded, the report must be drawn up with the participation of the carrier or the driver in order for the report to be valid, which will be confirmed by a signature thereon.

7. [Confidentiality]

- 7.1. The Parties undertake to maintain the strict secrecy of Confidential information obtained by a Party from the other Party in the execution of an order.
- 7.2. The Parties undertake to treat as confidential all information transmitted by either of the Parties during the term of an order and made available otherwise, including in particular: technical, technological, organizational information of an enterprise or other information having an economic value, including: legal, financial, commercial documents of a company, information on employment, remuneration, price lists, analyses, technical data, summaries or other documents prepared by one of the Parties or its subcontractors, including information prepared on the basis of materials furnished by the other Party. For the purposes of the present agreement information is understood as any message expressed by means of speech, writing, a picture, drawing, sign, sound or contained in a device, instrument or other object, or expressed otherwise.
- 7.3. For the purposes hereof parties authorized to consult the confidential information shall also include *the Company's* subcontractors who may carry out works which require the consultation of the Contractor's confidential information.
- 7.4. The following information shall not be regarded as confidential information:



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- 7.4.1. which, prior to the signature of this Agreement or during its term, is or becomes available to the public without any violation of the provisions of this Agreement by a Party, its employees and subcontractors,
- 7.4.2. which has been obtained independently of the other Party as a result of work done by a Party or its subcontractors, to whom such information has not been disclosed,
- 7.4.3. information the disclosure of which a Party has given its prior written consent to,
- 7.4.4. information that was in a Party's possession before it was made available by the other Party, provided that it was obtained in a lawful manner,
- 7.4.5. information that a Party has lawfully obtained from third parties.
- 7.4.6. Each Party undertakes not to divulge to third parties the Confidential Information received from the other Party, for 2 (two) years from the date of signing the Agreement, subject to clause 1.2. above. Moreover, each Party shall return the Confidential Information– carrying media received or destroy the same within 30 days of receipt of a written request of the other Party, submitted during the term of the Agreement.
- 7.4.7. Each Party is obliged not to use Confidential Information in a manner that may cause any damage to the other Party or its image.
- 7.4.8. In the event that a Party receives a request to disclose all or part of the Confidential Information on the basis of a ruling or decision issued by a competent court, other administration authority, or another authorized body to which the Party from which the disclosure of the Confidential Information is required is subject, that Party undertakes, insofar as it is legally permissible, to: (a) immediately notify the other Party of such a request and its circumstances, (b) consult with the other Party in order to decide on whether to take legally available steps to reject or reduce the scope of such a request, (c) if the disclosure of Confidential Information is necessary or is deemed advisable – to make every effort to obtain a reliable assurance that the Confidential Information will not be further disclosed.
- 7.4.9. If a Party suffers damage as a result of the other Party's failure to comply with the confidentiality conditions set forth herein, the aggrieved Party has the right to seek compensation according to general rules and corresponding to the amount of damage suffered, with the exception of the right to claim compensation for any indirect damage – this exception also covers the right to claim compensation for lost benefits and expected profits.

8. [Final provisions]

- 8.1. The matters not regulated in the GTC and in an order shall be governed by the following:
 - 8.1.1. the provisions of the CMR Convention,
 - 8.1.2. the provisions of the Transport Law Act,
 - 8.1.3. the provisions of the Civil Code,
 - 8.1.4. the Maritime Code,
 - 8.1.5. the Hague-Visby Rules,
 - 8.1.6. the Rotterdam Rules,
 - 8.1.7. the Warsaw Convention,
 - 8.1.8. the Polish General Forwarding Rules 2010.



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8.2. The *Parties* agree that any disputes that may arise in connection with the implementation of an order shall be considered by the ordinary court of law having jurisdiction over of *the Company's* registered office.