

Terms and Conditions – are an integral part of the Contract and the offer of the Transport Order [hereinafter referred to as the Order] and bind the Contractor from the moment of both acknowledgement of them and acceptance for execution. This Contract [the Order and these Terms and Conditions], together with any terms and conditions agreed with the Principal by means of remote communication, shall come into effect when the Contractor in due course commences its execution.

I. Scope of Contract

1. The Contractor undertakes to perform, on behalf of the Principal, all legal and factual actions connected with the transport of goods, resulting from the content of the Order to the Principal, the arrangements and instructions given to it during the execution of the transport and the applicable legal regulations.
2. Transmission by the Principal to the Contractor of General Terms and Conditions of Order inconsistent with the content of these Terms and Conditions located at [Lago \(lagologistics.pl\)](http://Lago(lagologistics.pl)), does not result in the conclusion of a contract on the modified terms and conditions; the General Terms and Conditions located at the aforementioned www address shall be binding. Transmission to the Contractor an Order supplemented with contents other than those specified by the Principal does not result in the Contractor being bound by these contents. The content of the Order sent by the Principal prevails.
3. In the absence of a written response from you within 30 minutes of transmission, the Order will be deemed to have been accepted with all comments and conditions contained in the Order. These Terms and Conditions and the conclusion of the contract may only be accepted without reservations. The Terms and Conditions do not constitute an offer within the meaning of the Polish Civil Code. With regard to the conclusion of contracts, the provisions of Article 66(1) § 1-3 of the Polish Civil Code shall not apply.
4. The Contractor undertakes to collect the consignment from the place of loading and then to deliver it to the indicated place of unloading, and the Principal undertakes to pay the freight in the amount indicated above. The Contractor is obliged to check whether the data presented to it in the order is correct, comprehensive and feasible, and in the event that any irregularities or inaccuracies are found, the Contractor is obliged to notify the Principal immediately, otherwise it shall lose the right to invoke them in the future. Should the Contractor have any questions or doubts about the Order, the Contractor shall address queries to the Principal within 2 hours of receipt of the Order. Should the Contractor have any questions or doubts about the Order, the Contractor shall address queries to the Principal within 2 hours of receipt of the Order. Failure to make enquiries within the aforementioned period shall be deemed as lack of doubts concerning the Order. All risks arising from the absence of enquiries shall be borne by the Contractor.
5. The Contractor shall have a current and valid carrier's third party liability policy: i) in international traffic, with a sum insured of EUR 250,000 per insured accident; ii) in domestic traffic, with a sum insured of EUR 250,000 per insured accident. The above policies must protect against theft and robbery. The Contractor shall provide the Principal with a document confirming payment of the premium in full or, if the premium is paid in instalments, with a document confirming payment of the next instalment of the premium.
6. The conclusion of the contract results in the 'purchase' of the entire load area of the semi-trailer, the order is concluded as a 'solo' - whole-vehicle load. The Contractor shall be prohibited from adding partial truck-load / transshipment, depalletizing of goods, tampering with packaging. In the event of loading goods in a quantity greater than initially specified in the Order, the Contractor shall not demand additional remuneration than originally agreed; discrepancy between the data provided by the Principal in the Order or in the

documents accompanying the shipment and the actual state shall not constitute grounds for changing the pricing for the service or refusal to perform the Order. The Contractor shall note the greater or lesser number of cargo pieces on the documents accompanying the shipment and request a receipt from the shipper. The Contractor shall have the right to verify the weight and dimensions of the cargo to verify the axle load of the means of transport or the GVW of the set. The discovery of failure to load any items specified in the Order, CMR letter or documents accompanying the consignment shall result in the Principal's entitlement to charge the Contractor with a contractual penalty of EUR 1,000.00 (one thousand euros) for each missing item. In addition, the Contractor shall be obliged to reimburse the Principal for the costs of ordering the transport of the missing items to another carrier.

7. Modification of the Order by the Contractor requires the prior consent of the Principal expressed at least in documentary form otherwise being null and void; agreements to the contrary shall have no legal force.
8. The Principal may change the manner of execution of the Order without the consent of the Contractor by giving notice if there are obstacles to the process of providing the transport services, the occurrence of which is provided for in these Terms and Conditions or the Order.
9. The Principal, in the event of the cancellation of a transport order, accepts the documented costs for the provision of a vehicle to the place of loading only on the day of loading, and up to EUR 50. It shall not accept any other costs resulting from the cancellation of the transport order.

II. Method of Transportation

1. All costs and tolls are included in the freight amount. The Contractor shall reserve a minimum of 48 hours for both loading and unloading, counting from the time of the scheduled loading or unloading, and take this into account when planning subsequent transports. Without protest, the Contractor agrees with the Principal that waiting for unloading/loading within the timeframe described in the preceding sentence, regardless of the reasons for the change in the loading or unloading date, shall not be regarded as the occurrence of any obstacle to transport, since the loading and unloading date is indicative; it means the date on which the Contractor is obliged to arrive at the destination in order to wait for unloading within the timeframe described above. For the justified and duly documented daily cost of demurrage of the vehicle at the place of loading or unloading, the Contractor may claim no more than EUR 100 as lump-sum compensation starting from the expiry of the 48 hours free of charge; Saturday, Sunday and local holidays are not included in the aforementioned period. Downtime at the border, in customs offices, is not subject to demurrage charges. Any demurrage must be confirmed on the consignment note, CMR or parking card (without the aforementioned confirmation it will not be recognised), to be settled by a debit note. In the event of a delay in arrival at the place of collection or delivery where the check-in point is not open for expediting activities, the Contractor may not plead lack of fault in failing to meet the contractual deadline, claim any demurrage or compensation, and the Principal shall retain the right to charge the stipulated contractual penalties. Additional charges, including access for loading/unloading, possible demurrage, shall only be payable upon recognition by our Principal.
2. If it has been agreed in the Order or in the arrangements accompanying the conclusion and/or execution of the Order that the Contractor shall carry out the unloading of the goods, it shall be obliged to carry out the unloading in such a manner as to result from the consignee's institution. And, in the absence of instructions according to shipping documents, grouping the individual packages appropriately according to the documents accompanying the load. And in case of doubt, the Contractor shall request the Principal to provide the relevant

- instructions. The Contractor shall not be entitled to make the unloading subject to any additional conditions that are not expressly stipulated in the Order document.
3. The Principal does not guarantee in any way that loading/unloading will take place from the ramp, the lack of loading/unloading from the ramp does not entitle the Contractor to claim any instructions, facilities or financial claims against the Principal.
 4. In the event of any impediments to the execution of the Order, the Contractor shall notify the Principal and request the Principal's instructions, and the Principal shall give such instructions. The Contractor shall not make the execution of the Order contingent upon the payment by the Principal of any remuneration due under the Order or any expenses or advances, damages, surcharges prior to the execution of such Order.
 5. In the event of changing or adding an additional place of loading or unloading of goods or the necessity to return the vehicle to the place of loading/unloading during the execution of a transport order, the Contractor shall be obliged to execute the order according to the Principal's instructions, and the Principal shall in such a case accept the cost for each additional loaded kilometre according to the following key: 1.5t – 0.35 EUR/km, 3.5t vehicle – 0.5 EUR/km, 6t vehicle – 0.6 EUR/km, 24t – 0.85 EUR/ km. The provisions of the preceding sentence shall not apply in the event that the activities described above are the result of the Contractor's actions or omissions, whether caused by negligence or fortuitous reasons relating to the Contractor or the unloading warehouse, in which case no additional claims shall be due.
 6. The means of transport used by the Contractor for the execution of the Order must meet the requirements of acceptable emission standards and be: suitable for the dimensions and type of transported cargo, fully clean, airtight, dry, resistant to external conditions, in particular water, free from foreign odours, with an even floor throughout the cargo space, without any elements that could damage the cargo. If it is not possible to carry out the contracted transport service, the Contractor is obliged to ensure at its own cost and risk that it is carried out correctly. If the Carrier fails to perform the obligation referred to in the preceding sentence, the Principal has the right to entrust the performance of the service to another entity at the expense and risk of the Contractor. The vehicle must have the necessary number of technical means to properly secure the load. The following are required: min. 20 tie-down straps, 30 corner straps, and sufficient anti-slip mats for the entire vehicle. Necessary eyelets for securing straps in the floor. If the Carrier provides the wrong means of transport at the place of loading, or fails to provide the means of transport more than 6 hours after the scheduled time of provision, this is tantamount to non-fulfilment of the contract and constitutes grounds for claiming a contractual penalty from the Carrier in the amount of the freight. The Contractor accepts that if the shipper finds that the vehicle supplied by the Contractor does not have the required amount of specific equipment necessary to secure the load or that this equipment does not meet the standards used by the shipper, this equipment may be issued to the driver and, if a bill or invoice is issued to the Principal for this, the Principal will charge these costs to the Contractor. However, termination of the contract of transport by the Contractor due to non-acceptance of materials issued by the shipper shall entitle the Principal to charge a contractual penalty in the amount of the freight. At the same time, the Contractor accepts that some of the records of equipment issued to drivers are kept electronically and do not provide for the possibility or obligation for the driver to acknowledge receipt of the equipment. Should the shipper's requirements regarding the vehicle equipment necessary for the execution of a given order be disputed, the Contractor shall contact the Principal prior to the commencement of the execution of the order, otherwise it shall be assumed that it has taken the quantity specified by the shipper. In the event that the quantity of equipment taken is entered on the consignment note/delivery note, the Contractor shall contact the Principal prior to the commencement of the order if it

disputes its taking from the shipper, either in principle or quantity, otherwise it shall be assumed that it has taken in the quantity stated by the shipper. In addition, in relation to anti-COVID-19 procedures, the Contractor acknowledges and accepts that at some loading sites the driver does not sign anything and the documents are received directly from the printer without the shipper's stamp or signature; at such sites, where security materials are taken, the Contractor also acknowledges and accepts that there is no opportunity or obligation for the driver to acknowledge receipt of the equipment.

7. It shall be the responsibility of the Contractor to ensure that the service is provided in person in its entirety and continuously, in particular by providing a substitute means of transport in the event of vehicle breakdown or by ensuring that another driver performs the service in the event of the first driver's incapacity.
8. The Contractor may not entrust the execution of the order to a third party without the prior written consent of the Principal, subject to nullity. Failure to comply with the stipulation described above shall entitle the Principal to charge the Contractor a contractual penalty of 100% of the agreed freight. In the event of approval to engage a subcontractor, the Contractor shall oblige the subcontractor to apply the terms and conditions of this order. In addition, the Contractor should verify the reliability of the subcontractor it has chosen, especially if it does not have a permanent business relationship with it, in particular verify that the subcontractor has the relevant licences or permits, entry in the relevant register, carrier's third-party liability insurance appropriate to the subcontracted transport with a sum insured not less than the value of the transported goods, covering both the type of goods transported and the territorial scope of transport, covering damage resulting from robbery and burglary; as well as whether the licence for international transport of goods provided to it is recorded in the GITD database (<https://www.gov.pl/web/gitd/dla-przedsiębiorcow>).
9. The driver's/Contractor's signature of the pallet note constitutes confirmation that it has received pallets in the number and type specified on the said document and has no reservations as to their quality. Possible differences in the quality and quantity of pallets resulting from the aforementioned provisions may be the basis for claims by the Principal.
10. No empty pallets may be taken from the place of unloading, In the event that the driver takes pallets from the place of unloading without our knowledge and consent, we will be forced to charge your company EUR 15 + VAT per pallet.
11. In the case of neutralisation of documents, the CMR consignment note should not be shown at the place of unloading, only the Lieferschein, Delivery note should be stamped. If the CMR note is stamped at the consignee, we reserve the right to charge a contractual penalty of EUR 600.

In the event of a breach of the aforementioned obligations described in Section II, in such a case the Principal shall in each case bear the cost of a replacement service made to remedy the breach of the aforementioned obligations of the Contractor commissioned by the Principal at the Contractor's expense and risk.

III. Liability

1. The Principal declares and the Contractor acknowledges that the Principal is bound by commercial contracts under which he is obliged to organise the service of transport of goods on time, and that failure to deliver on time or inadequate performance may result in liability under contractual penalties and liability for damages; and if, as a result of an act or omission of the Contractor, there is a failure to fulfil the Principal's contractual obligations as set out in separate commercial contracts, the Principal shall claim from the Carrier compensation for the resulting damage in full. In the event that contractual penalties are imposed on the

Principal, the Principal shall be entitled to claim from the Contractor contractual penalties, indemnities on the aforementioned titles in amounts analogous to the amounts charged to it. Consequently, if, due to non-performance or improper performance of an obligation by the Contractor, the Principal is obliged to pay any amounts due to third parties, in particular contractual penalties or other pecuniary benefits, the Contractor, as the carrier, undertakes to fully reimburse them to the Principal. The Contractor's liability is a guarantee liability; the Contractor hereby guarantees the obligations arising from the execution of this Order for the Principal on the aforementioned account, up to an amount equal to twice the amount of the agreed freight specified in point. 4 of the Order, for a period of 2 years from the date specified in field 3 of the Order.

2. The Carrier shall be liable for loss, damage or impairment of the consignment occurring from acceptance for transport until its delivery, and for delay in transport of the consignment. If before the consignment is handed over it is discovered that it has suffered a loss or damage, the Contractor shall immediately establish by protocol the condition of the consignment and the circumstances in which the damage occurred. If the consignment is lost or damaged, and if the agreed delivery date is exceeded, the Principal shall be entitled to claim additional compensation from the Contractor over and above the limits stipulated by the CMR Convention and the Transport Law. In the event of a delay in the execution of an order by the Contractor, the Contractor shall pay the Principal a contractual penalty of EUR 50 for each commenced hour of delay, irrespective of its cause and the fault of the Contractor in failing to meet the deadline. For the purpose of the contract, the parties agree that delay shall be understood as a situation which occurs when the goods have not been delivered on the agreed date, regardless of the cause and fault in the delay. The demurrage fee that the Contractor may charge the Principal for each commenced day of demurrage shall be the equivalent of EUR 100 per day, subject to the following points. The charge-free period for loading and unloading (at any point) is 48 hours, Saturdays, Sundays and local holidays. Any demurrage must be confirmed on the consignment note, CMR or parking card, (without the aforementioned confirmation it will not be recognised), to be settled by a debit note. Prior to commencement of transport, the Contractor shall: check the consignment, compliance with the data in the consignment note, or comply with the regulations on items admitted for transport under special conditions, perform the activities required by special regulations, ensure such loading that there is no need to correct the loading, otherwise the Contractor shall be guilty or grossly negligent in delaying the transport. In the event of a delay in arrival at the place of collection or delivery of the consignment when the check-in point is not open for dispatch activities, the Contractor may not plead lack of fault in failing to meet the deadline for performance of the contract and the Principal shall retain the right to charge the reserved contractual penalties. If, upon the arrival of the goods at the destination, obstacles to their release are found, the Contractor shall request instructions from the Principal.
3. The driver is obliged to attend loading and unloading and is obliged to check: the accuracy of consignment note data concerning the number of pieces, as well as their characteristics and numbers; the visible condition of the goods and their packaging both at loading and unloading. If the Contractor is not in a position to check the accuracy of the aforementioned data sufficiently, it is obliged to enter reservations in the consignment note, which should be reasonably justified. It shall also justify any objections it makes to the apparent condition of the goods and their packaging. In the absence of the Contractor's justified reservations entered in the consignment note, there shall be a presumption that the goods and their packaging were visibly in good condition at the time of acceptance by the Contractor and that the number of pieces, as well as their characteristics and numbers, were in accordance with the statements in the consignment note. At the place of loading, the driver must be

- provided with the necessary documents for the correct execution of the contracted service, such as CMR, Lieferschein, Delivery note, goods dispatched note [WZ document], cargo-related invoices, approvals, goods receipt, T1 or T-2 slips, EX-, EUR documents, etc.
4. If the Carrier fails to fulfil its obligations under these Terms and Conditions, it shall be presumed that the goods were properly loaded, secured and stowed and that they were properly packed.
 5. In the event of the insertion of complaint remarks in the transport documents, the Contractor shall inform the Principal immediately and the driver shall not leave the place where the entry was made without the consent of the Principal, otherwise it shall incur all costs resulting from the remarks inserted. If the content of the Order to Carrier does not state otherwise, the Carrier is obliged to provide door-to-door transport service and the remuneration includes all costs related thereto.
 6. The Contractor undertakes not to pledge the goods, to remove the goods from the place of unloading upon arrival at the place of unloading, to take away the cargo without the Principal's consent, to place the goods in the custody of third parties or to unload the goods at a place other than that indicated in field No. 3 of the Order or field No. 3 or 4 of the CMR letter, unless the Contractor has previously received an express written instruction from the Principal to carry out the above-described activities. In the event of breach by the Contractor of the obligation described in the preceding sentence, the Contractor shall pay to the Principal a contractual penalty of EUR 1,000 for each day of breach of the obligation described and for each day during which the ascertained breach continues until the day on which the breach ceases either as a result of the Contractor's or the Principal's efforts. The contractual penalty shall be payable at the first request of the Principal within 2 days from the date on which the Contractor is in a position to familiarise itself with the contents of a communication to this effect.
 7. The Principal's liability for damages against the Contractor is limited to liability for actual damage only. The Principal shall not be liable for any indirect damage, in particular lost profits. The Principal shall not be liable for the Contractor's obligation to pay damages, including contractual penalties, to third parties as a result of any events resulting from the non-performance or improper performance of the Order by the Principal, damage; meaning, inter alia, lost profits and indirect losses (e.g. loss of market).
 8. The Contractor shall pay a contractual penalty of EUR 60 for each hour of delay for failure to bring the vehicle to loading on time; or up to the amount of the remuneration for the performance of the contract, if more than EUR 500 is due. The Contractor shall be obliged to cover any costs that the delay has caused to the Client of the Principal. Delay in bringing the goods to the place of unloading shall entitle the Principal to charge the Contractor with a contractual penalty in the amount of PLN 150 for each commenced hour of delay in domestic transport - also if the failure to perform the obligation was due to circumstances for which the Contractor is not responsible. If the delay in loading or unloading exceeds 12 hours, the parties shall consider it as non-performance of the Order by the Contractor, in such a case no remuneration shall be due and the Contractor shall pay a contractual penalty in the amount of the freight. In case of doubt, the provision of this clause implies the Contractor's assumption of liability pursuant to Article 473 § 1 of the Polish Civil Code.
 9. The Carrier is obliged to equip the drivers it uses in the performance of the contract with a mobile phone ready for use, and the vehicles with a system that makes it possible to locate the vehicle and follow their route. Failure to do so entitles the Principal to cancel the Order at any stage. The Driver shall ensure that the telephone is in working order during the execution of the Order.
 10. During the execution of an order, the Contractor shall inform the Principal about the occurrence of each loading and unloading event (so-called order statuses). Such

information, including the order number, should be communicated immediately, i.e. within 30 minutes from the occurrence of the event, in the form of a system status given on the Principal's website, to which the Contractor will receive a direct redirection in the form of a link sent in an automatic e-mail from the domain: @lagologistics.pl. Failure to do so makes it impossible to track the statuses of the consignment, to which the Principal has committed itself to its client, and entitles the Principal to charge an administrative fee of PLN 50 net for the omission of each of the above-mentioned obligations, as a lump sum cost of independently obtaining information on the status of the consignment from the consignor and the consignee.

11. The Carrier must only carry out transport on roads of national and international class (marked with one, two and three digits) with the exception of access roads to the place of loading and unloading.
12. The Carrier must only make stops at car parks that are guarded 24 hours a day, monitored or at well-lit, supervised or monitored, reputable petrol stations with separate parking spaces for trucks, located in close proximity to the routes of travel. In the case of a stopover at the aforementioned petrol station, the stopover may not exceed 2 hours and may only be made during the working hours of the aforementioned institution.
13. The driver is only allowed to leave the vehicle while the vehicle and its load are parked in a guarded car park or area that is fenced, locked, lit during night-time hours and is under 24-hour guarded entry and exit control.
14. If the Carrier fails to perform its obligations under these Terms and Conditions, it shall be presumed that the goods were properly loaded, secured and stowed and that they were properly packed.
15. The Contractor shall maintain NEUTRALITY WITH OUR CUSTOMER (non-compete clause), i.e. for a period of two years from the date of acceptance of this order, the Contractor or its subcontractor shall not be entitled to provide, directly or indirectly, any transport or forwarding services to the entities indicated to the Contractor in this order or in the course of its execution, or to any third party connected in any way with the execution of this contract (this also applies to the prohibition of contact with the Client of the Principal or offering its services directly or indirectly to the Client of the Principal) otherwise all payments will be withheld and a contractual penalty of EUR 30,000.00 will be charged. This rule obliges in particular (not exclusively) the Contractor to refrain from undertaking any competitive activity that would involve: a) Providing any services, especially carriage, forwarding, freight brokerage services to a customer with whom the Principal has concluded a contract of carriage, forwarding or freight brokerage and the Contractor has participated in the performance of any of these contracts, either under a contract concluded directly with that customer or in the performance of a contract linking that customer with other entities; b) Participating as a partner, shareholder, member of a body, proxy, relative and relative by affinity up to the second degree, in the activities of entities that would conclude a contract with the client referred to above in the field of carriage, forwarding, freight brokerage; c) Disclosing to anyone the details of the client of the Principal and information about the registered office of this client, as well as its telephone number and e-mail address, for the use of entities engaged in business activities overlapping even in part with the activities carried out by the Principal. The Principal reserves the right to claim compensation exceeding the reserved contractual penalty.

IV. Invoicing and Settlement

1. INVOICE – Invoice should be issued: freight in EUR + VAT in PLN at the average exchange rate of the National Bank of Poland on the day before unloading. Please provide 2 bank

account numbers for transfer in EUR and PLN. Dual-currency invoice. We reserve the right to payment in any currency. The invoice should be issued to: Lago Logistics Sp. z o.o. Hutnicza 53 C, 81-061 Gdynia, NIP [VAT EU] No.: PL9581676671. It is necessary to put the number of the transport order on the invoice (in case of lack of annotation of our order number on the invoice the invoice may be sent back without accounting).

2. The remuneration is due for the transportation service performed correctly, on time and in accordance with the terms indicated in these Terms and Conditions, the Order and generally applicable laws governing the performance of the transportation contract. In the event of a complaint about the service, the payment period shall be extended to 90 days, until the date of settlement of the complaint with the participation of the shipper and (or) consignee. The Contractor undertakes not to charge the additional fee referred to in Article 10 of the Law on Prevention of Excessive Delays in Commercial Transactions [Journal of Laws of 2013, item 403, i.e., Journal of Laws of 2023, item 1790] otherwise a contractual penalty of EUR 80 shall be imposed on the Carrier for each identified violation of this type of the above-mentioned obligation of the Contractor to the Principal.
3. The Contractor declares that it is included in the list of entities referred to in Article 96b Paragraph 1 of the Act on Tax on Goods and Services of 11 March 2004, and that the bank account number entered in the VAT invoice for payment by the Principal to the Contractor of cash receivables arising from the Transport Order is the same as the account number referred to in Article 96b Paragraph 3 Item 13) of this Act and included in that list. In the event that the Contractor is removed from the list of entities referred to in Article 96b, section 1 of the Act, or if the number of its current account is changed in this list, as referred to in paragraph 21 below, or if this account is removed from the list, the Contractor agrees to immediately inform the Principal in writing. In the event of non-performance of the obligation specified in the preceding sentence, as a result of which, at the time of ordering the transfer of the amount of this receivable, the Contractor paid the monetary receivable resulting from the Transport Order to the bank account number entered in the invoice and not included in the list referred to in Article 96b, section 1 of the Act, the Contractor undertakes to return the paid receivable to the account of the Principal within 3 working days from receipt of the summons. The Principal may withhold payment of the monetary amount due under the Transport Order until the number of the bank account that the Contractor has designated for payment of the monetary amount due under the Transport Order is made available to the public in the list referred to in Article 96b, section 1. The parties unanimously agree that in the event that the Principal exercises the above right, the Contractor shall not be entitled to any claims related thereto against the Principal, in particular for payment of damages and interest on the amount the payment of which has been withheld.
4. The condition for payment is the delivery, together with the invoice, of a set of shipping documents (CMR, all confirmed Lieferschein documents listed on the Ladelist, goods dispatched note [WZ document], loading list). The invoice / bill must be accompanied by a legally clean (no entries concerning claims for carriage), originally confirmed CMR waybills along with other documents such as Delivery note, Lieferschein, goods dispatched note [WZ document], cargo-related invoices, approvals, goods receipt specification, T-1 or T-2 slips, EX-, EUR documents, etc. specified in the order. In the case of temperature-controlled transportation, it is required to have an operable thermograph from which the Customer, shipper or consignee will be able to read the recording and printout of the temperature maintained along the route of travel. For loading, the Contractor is obliged to provide a vehicle whose cargo area will be cooled to the temperature resulting from the information provided in the transport order or requested by the shipper. Starting the aggregate after loading increases the likelihood of the goods getting wet! In the case of

- refrigerated cargoes, the driver is obliged to control the temperature of the loaded goods, to enter in the waybill the temperature of the loaded goods and the temperature of the goods' transport. Any objections to the condition of the loaded goods or packaging must be included in the waybill (including the copy left with the shipper/loader) or the protocol attached to it, and the Principal must be informed of them.
5. The Contractor's obligation is to provide scans of the invoice/bill along with a set of documents obtained during the execution of the order by uploading the aforementioned scans to the Employer's database to which access is granted by means of the so-called expiring links (URL to the appropriate data partition on the cloud drive) provided on the day of awarding the order by email from the domain: @lagologistics.pl, and their originals to the address: Lago Logistics Sp. z o.o. Hutnicza 53C, 81-061 Gdynia, within 14 days from the date of unloading, but no later than the 10th. day of the month following the month of performance of the service, entitles the Principal to charge an administrative fee of 200 PLN (two hundred zlotys), but in none of the described cases is the Carrier exempt from the obligation to deliver the originals of the above-mentioned documents no later than the 10th day of the month following the month of performance of the service to the office of the Principal, which in case of failure to comply with the obligations described in this sentence will result in an extension of the payment period to 90 days. Failure to make other financial claims by the time of completion of the order, i.e. sending the invoice with the complete set of documents, causes these claims to expire. The date of payment is understood to be the date on which the Principal's bank account is debited.
 6. When executing orders, the Contractor shall appropriately add an amount of EUR 50 for each added place of unloading in case the place of unloading was not already originally specified in the Order (there is an additional one that arose during the execution of the Order), and shall invoice accordingly after such change in freight, the aforementioned amount being non-negotiable even in the case of a large kilometre span, and shall not apply to vehicles with a gross vehicle weight of up to 3.5t.
 7. In the event that the Contractor is issued a debit note, an invoice for damage, non-settlement of pallets, a flat fee for the issuance of the aforementioned document in the amount of EUR 15 (according to the exchange rate on the date of issuance of the document) will be added.
 8. The Contractor shall not, without the written consent of the Principal, be entitled to make assignments, dispositions, as well as actions entitling third parties to claim on a fiduciary basis receivables arising from the execution of the Order to the Contractor otherwise being null and void.

V. Conformity with Regulations

1. The Contractor declares that it holds all legally prescribed licenses and permits necessary for the performance of the commissioned transport. The Contractor, accepting the order for execution, undertakes to comply with the provisions of Council Regulations (EEC) No. 3820/85 and 561/2006 (EC) and the AETR Agreement. Any violation of the aforementioned regulations shall be made at the expense and risk of the Contractor. The imposition of a sanction on the Contractor for violation of the above-mentioned regulations shall be the basis for the Contractor's warranty and recourse liability.
2. In the execution of the order, the Contractor or its subcontractor [if its employment has been authorized] shall not be entitled without the consent of the Principal to use the provided means of transportation for any other purpose than the performance of the transportation service, in particular for the transportation of persons or goods, especially those whose transportation involves the obligation to perform certain legal and administrative actions, including, in particular, the obligation to pay certain public and legal services (e.g.: customs

duties, taxes, fees). In the event that it is determined that any form of customs smuggling or attempted smuggling has occurred during the performance of the transportation service by the Contractor or its subcontractor, the Principal shall be entitled to claim from the carrier a contractual penalty in the amount of EUR 25,000.00. By accepting the order for execution, the Contractor confirms that it knows and understands the provisions of Regulation (EU) No. 952/2013 of the European Parliament and of the Council of 9 October 2013 establishing the Union Customs Code, as amended, in particular the consequences of removing the goods from customs supervision or failing to present the goods at the customs office of destination under the transit procedure. The Contractor shall collect original invoices and customs documents at the place of loading.

3. By accepting the order for execution, the Contractor declares that in its enterprise, as of 01.01.2015, (i) employees are not paid less than the wages established by law, i.e. that it pays all employees employed by it in Germany the minimum wage in accordance with § 20 of the Minimum Wage Act (Mindestlohngesetz – MiLoG) within the time limit specified in § 2 of the MiLoG; (ii) that, in accordance with Section 17 of the MiLoG, it records – no later than the end of the seventh calendar day following the day on which the work was performed – the start, end and duration of the daily work of employees, and keeps these records for at least two years, starting from the binding moment when recording began; in accordance with § 16 of the MiLoG, as an employer based outside the country, it submits a written notification in German to the relevant customs office before the start of any work. Applicable ordinances regarding the notification obligation under § 16 of the MiLoG may apply; (iii) that it pays all employees employed by it in France the minimum wage as set forth in Decree No. 2016-418 of 7 April 2016 – Journal of Laws of the French Republic No. 0084 of 9 April 2016, texte n° 4 (Décret n° 2016-418 du 7 avril 2016 – JORF n°0084 du 9 avril 2016 texte n° 4); e) that it meets the other requirements as set forth in Decree No. 2016-418 of 7 April 2016. – Journal of Laws of the French Republic No. 0084 of 9 April 2016 text n° 4 (Décret n° 2016-418 du 7 avril 2016 – JORF n°0084 du 9 avril 2016 texte n° (iv) among others: – The driver in the vehicle must have a current certificate in French of the worker's secondment to provide work in France, including: ♣ Company contact information (first name and surname or name of the company, legal form, address, e-mail address, telephone numbers of the company or establishment that usually employs the employee, date and place of birth of the manager(s), designation of the social security institution to which contributions are paid), • Data of the seconded employee (first name and surname, date and place of birth, address of permanent residence, date of signing the employment contract, the law applicable to the employment contract, professional qualifications of the seconded driver), ♣ gross hourly rate in EUR, arrangements for the disbursement of costs for accommodation and meals, including daily costs, ♣ contact details of the representative on the territory of France (first name and surname, address, e-mail address, telephone numbers of the representative), ♣ in the case of transport companies, details of registration in the electronic register of road transport, established pursuant to Regulation (EC) No. 1071/2009 of the European Parliament and of the Council, ♣ in the case of secondments carried out between establishments belonging to the same company or group of companies, the certificate should additionally contain: the name and surname or company name, address, e-mail address, telephone numbers, SIRET identification number (REGON No.) of the company or entity receiving the driver on secondment, the date of commencement of the secondment and the expected date of termination, the terms of payment of travel expenses, if any, the address of the employee's accommodation - In the vehicle there should also be a personnel file in French, which the driver, at the request of the inspecting officers, is obliged to present: pay slips for the period of secondment or other equivalent document, containing the following information: | gross hourly rate and overtime allowance, converted

- into EUR,) the period and hours that differentiate the payment of wages at the regular rate and the allowance for overtime,) holidays and public holidays and the related remuneration rules; ♣ any document confirming the actual payment of wages, ♣ a copy of the company's appointment of its representative, as required by Article R 1263-2-1 of the Labour Code; ♣ if applicable, the title of the collective agreement applicable to the employees, a copy of the valid secondment certificate, ♣ the seconded employee's employment contract and the other documents required in accordance with the content of Decree No. 2016-418 of 7 April 2016 - Journal of Laws of the French Republic No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4).
4. The Contractor undertakes not to subcontract the work entrusted to it to a subcontractor or any other entity. The Contractor shall be entitled to subcontract the work entrusted to it to a subcontractor or other entity only with the prior consent of the Principal. In doing so, the Contractor must inform the Principal of the company name and registered office of the subcontractor and oblige the subcontractor to perform the subcontracted services itself and to comply with the obligations according to point 1, section 1. With regard to the regulated obligation, the Contractor must select the subcontractor with particular care and, for its part, must verify compliance with the obligation according to the MiLoG and the obligation according to the contents of Decree No. 2016-418 of 7 April 2016. - Journal of Laws of the French Republic No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4).
 5. The Contractor further declares that, in the event of performance of work on the territory of any other country, in which the regulations of that country provide for the obligation to pay an employee employed in Poland, and performing work on the territory of that country, the minimum wage at a higher rate than the one applicable in Poland, it shall pay its employees compensation up to the hourly rate of the minimum wage applicable on the territory of that country for each hour worked on the territory of that country. The Contractor also assures the Principal that the services it has accepted to perform will be provided by itself, and that subcontractors will be employed only with the prior consent of the Principal. At the same time, the Contractor declares that in the event of any breach of minimum wage legislation (inter alia, the Mindestlohngesetz - MiLoG; le loi Macron), the Principal is released from all liability. This means that the Principal is, within the framework of our internal cooperation, exempted from legal obligations relating to claims for damages by third parties in any event of a possible breach of the law.
 6. The Contractor shall be responsible for the proper stowage of the load in order to avoid axial overload. The provisions of the instructions referred to in section 6 shall apply.
 7. In the execution of the Order, it is the Contractor's sole responsibility to apply the 'European Best Practice Guidelines on Cargo Securing for Road Transport' as reproduced at: <https://www.iru.org/sites/default/files/2016-01/en-safe-load-securing-8th.pdf>
 8. The Contractor's driver shall comply with all rules and regulations in force on the premises where loading and unloading of goods will take place, including health and safety and vehicle traffic. In the event of a breach of these, the Contractor shall reimburse the Principal for any penalties and charges imposed by the Principal's principals on this account.
 9. By accepting the Order, the Contractor consents to the use by the Principal of telecommunications terminal equipment (including telephones, fax machines and computers with access to the ICT network) or automatic calling systems for direct marketing purposes, in accordance with Articles 172 and 174 of the Act of 16 July 2004, Telecommunications Act (Journal of Laws 2004 No. 171, item 1800 as amended).
 10. Any data obtained by the Contractor will be processed for the purpose of fulfilling the Order concluded between the Principal and the Contractor (on the basis of Article 6(1)(b) GDPR) or on the basis of the Principal's consent (on the basis of Article 6(1)(A) GDPR). Personal

data will be processed for the purposes of the legitimate interests of the Principal (Controller) (on the basis of Article 6(1)(f) GDPR).

VI. Final Provisions

1. All disputes arising out of the execution of the order shall be settled by the Commercial Court with jurisdiction over the Principal.
2. Any contractual penalties stipulated in this order shall not exclude the Principal from claiming damages exceeding the stipulated contractual penalty. If the contractual penalty has been reserved in EUR, the Principal shall be entitled to claim the contractual penalty in EUR or in PLN according to the average NBP exchange rate for EUR on the day preceding the day of issuing the invoice or charge note.
3. To the extent permitted by law, the parties hereto submit this Contract (and any disputes arising therefrom) to the mandatory laws of the Republic of Poland (in accordance with the provisions of Polish law).