

GENERAL TERMS AND CONDITIONS OF THE EXECUTION OF THE ORDER

BF INTERNATIONAL SP. Z O.O.

1. This document, which constitutes the General Terms and Conditions of the Execution of the Order specifies the principles for the conclusion and implementation of contracts for the carriage of goods on domestic or international routes between BF International Sp. z o.o. and the Carrier, which is an entrepreneur providing freight forwarding and transport services. In the event the Carrier entrusts the performance of the contract to third parties (subcontractors), it shall be liable towards BF International Sp. z o.o. for the acts or omissions of such third parties as for its own actions or omissions in the entire period covered by the order and the General Terms and Conditions of the Execution of the Order, subject to point 6.

2. The Carrier should comply with all the requirements of the law, including the law of foreign states applicable on the route of the executed carriage.

The Carrier is required to hold a valid carrier's civil liability insurance policy with a guarantee sum per one event no lower than the value of the cargo carried on the means of transport.

The insurance policy shall include, in particular:

- a) the liability for damages resulting from robbery, aggravated theft, theft outside of guarded parking lots.
- b) liability for financial losses resulting from delays in delivery,
- c) liability for damages arising in the course of loading and unloading operations,
- d) all types of cargo specified in the order/accepted for carriage,
- e) the territorial scope in accordance with the entrusted order.

Upon the request of BF International SP. z o.o. the Carrier is required to produce a proof of the possession of an insurance coverage meeting the above-mentioned criteria along with the proof of payment of the current insurance premiums.

The lack of insurance in the above-mentioned scope does not exclude the Carrier's liability for any damages.

3. The Carrier should hold all the necessary documentation confirming that its means of transport are roadworthy and appropriate to perform the given carriage, including the documents confirming valid technical inspection of the means of transport. The Carrier is required to provide means of transport suitable for the carriage of the given type of cargo. The means of transport should be prepared for the proper performance of the services, and in particular its interior should be dry, free from contamination, pests, odors, and substances that may have an adverse effect on the cargo and its safety during the carriage.

4. The agreement is concluded when BF International Sp. z o.o. receives a confirmation of acceptance of the order from the Carrier. The confirmation takes place in writing, i.e. by email, fax, SMS, via an online communicator, via a social networking site or in other available form. The parties stipulate that the lack of confirmation of acceptance of the order by the Carrier within 30 minutes of receipt is equivalent with the direct acceptance of the order without any reservations.

5. In the event of cancellation of an order entrusted to BF International Sp. z o.o. by its customer for reasons attributable to that customer, BF International Sp. z o.o. reserves the right to cancel the order submitted to the

Carrier without any right on the part of the Carrier to charge any fees or penalties in respect thereof, except in the case where the Carrier has already commenced the implementation of the order. In such a case the Carrier shall only be entitled to the reimbursement of costs actually incurred in connection with the commencement of order implementation.

6. The Carrier is prohibited from subcontracting the entrusted orders to third parties (subcontractors) without the prior consent of BF International Sp. z o.o. In the event the Carrier entrusts the execution of an order to a subcontractor without the consent referred to above, BF International Sp. z o.o. shall be entitled to claim the payment of a contractual penalty from the Carrier in the amount of € 100 (in words: one hundred euro) for each violation of this type.

7. The Carrier is obliged to verify whether the data contained in the entrusted order are correct, complete and possible to implement. In the event any inaccuracies or inconsistencies are found, the Carrier is obliged to inform BF International Sp. z o.o. of this fact before the commencement of carriage. The lack of information from the Carrier shall be equivalent with the acceptance of the order without any reservations.

8. The Carrier is obliged to provide an appropriate means of transport for the loading or unloading at the time and place determined by BF International Sp. z o.o. in the order. In the event the Carrier fails to fulfill the above obligation, BF International Sp. z o.o. shall be entitled to demand the payment of an appropriate contractual penalty from the Carrier:

8.1. For delay in the provision of means of transport for loading or unloading, a contractual penalty in the amount of € 100 (in words: one hundred euros) for each commenced hour of delay

8.2. For failure to provide a means of transport for loading, a contractual penalty up to the full amount of the established freight fee, but no less than € 400 (in words: four hundred euros).

Delays exceeding 3 hours are also considered as a failure to provide a means of transport. Similarly, a withdrawal from the execution of an order within 24 hours of the agreed loading time is also considered as a failure to provide a means of transport.

BF International Sp. z o.o. will be entitled to claim from the Carrier any amounts it has been charged by its customer (the principal customer), and which resulted from a delay in the provision of the means of transport or a failure to provide a means of transport.

9. The carriage begins in the place of loading upon the provision of the means of transport for the loading, and ends upon the completion of the unloading of the consignment and the recipient's written confirmation of the receipt of the consignment in the content of the transport documents. During the loading of the consignment, the Carrier is required to verify the condition of the consignment, its packaging and quantity, and to check whether the existing state is consistent with the data contained in the order or in the transport documents assigned to the consignment. The Carrier is obliged to ensure the careful placement and protection of the goods during the transport, in a way that prevents their possible damage. The Carrier should immediately inform BF International Sp. z o.o. of any inconsistencies during the loading. The lack of information from the Carrier shall mean that the loading was carried out without any reservations.

10. The Carrier is obliged to inform BF International Sp. z o.o. about the progress in the implementation of the order,

including in particular to provide information on any changes or obstacles in the implementation of the order in accordance with its content. The Carrier is obliged to inform BF International Sp. z o.o. about the delivery of the consignment to the recipient. The Carrier is obliged to obtain the recipient's written confirmation of receipt of the consignment containing primarily the identity of the recipient, i.e. their name and surname, signature and company stamp, and to draw up the necessary transport documents within the scope ordered by BF International Sp. z o.o.

In the event any irregularities are found in the consignment during its receipt, the Carrier shall appropriately note this fact in the transport documents.

11. BF International Sp. z o.o. reserves the right to withhold the payment of the established freight fee in the event it is determined that the Carrier is liable for the damage of the consignment or shortages in the consignment or the failure to perform other obligations arising from the content of the order or these terms and conditions. In this case, the payment will be withheld until the completion of the loss adjustment procedure by the relevant insurance company or until the clarification of the disputed issues.

12. Any trans-loading or additional loading of consignments not listed in the order without the prior written consent of BF International Sp. z o.o. is prohibited. The violation of the above-mentioned prohibition shall entitle BF International Sp. z o.o. to demand the payment of a contractual penalty from the Carrier, up to the full amount of the established freight fee, but no less than € 200 (in words: two hundred euro).

13. It is agreed that the layover of the means of transport during loading or unloading will be limited to 24 hours in the case of domestic and international carriage. BF International Sp. z o.o. shall not be responsible for any layovers that are not attributable to it or its customer. In the event of any layovers, the Carrier is obliged to immediately inform BF International Sp. z o.o. of this fact, and any layovers have to be confirmed in a layover sheet signed by the loaders and unloaders.

14. Before conducting the carriage of consignments belonging to BF International Sp. z o.o. together with consignment(s) belonging to third parties the Carrier must obtain the prior written consent of BF International Sp. z o.o. Failure to fulfill the above-mentioned obligation shall entitle BF International Sp. z o.o. to demand the payment of a contractual penalty from the Carrier up to the full amount of the established freight fee, but no less than € 200 (in words: two hundred euro).

15. The Carrier is obliged to deliver to BF International Sp. z o.o. VAT invoices and 2 sets of documents confirming the performance of the carriage after its completion within 10 days of the date of unloading in the case of domestic orders, and within 14 days in case of international orders. The violation of the above-mentioned requirement entitles BF International Sp. z o.o. to demand the payment of a contractual penalty from the Carrier in the amount of € 50 (in words: fifty euro) for each day of delay.

16. Any information with an economic value, conveyed to the Carrier by BF International Sp. z o.o. in order to ensure the correct execution of the order, including commercial, financial, organizational, strategic and employee information, shall be considered confidential information. The Carrier is obliged to keep in secret any confidential information associated with the execution of the order for 3 years after the date of execution of the last order. The violation of the above-mentioned requirement entitles BF International Sp. z o.o. to demand the payment of a contractual penalty from the Carrier in the amount of € 15 000 (in words: fifteen thousand euro) for each violation of this type.

17. The Carrier or its subcontractor are obliged to refrain from directly or indirectly providing transport services, freight forwarding services and logistics services to the customers of BF International Sp. z o.o., and to refrain from offering the provision of such services to the customers of BF International Sp. z o.o., for a period of 3 years from the date of acceptance of an order. The violation of the above-mentioned requirement entitles BF International Sp. z o.o. to demand the payment of a contractual penalty from the Carrier in the amount of € 15 000 (in words: fifteen thousand euro).

18. In the event BF International Sp. z o.o. and the Carrier are entitled to mutual claims towards each other, BF International Sp. z o.o. reserves the right to make the appropriate set-offs in accordance with applicable law.

19. The Carrier is not entitled to assign to third parties any claims due from BF International Sp. z o.o. in cases where these claims are based on contracts covered by the General Conditions of the Execution of the Order. Any assignments referred to above require the prior written approval of BF International Sp. z o.o. or shall otherwise be null and void.

20. In the event the order covers the territory of any country in which minimum wage regulations apply, and these regulations apply to the given carriage, the Carrier is obliged to comply with these regulations, primarily within the scope of obligations related to the determination of the amount of remuneration due to the driver and its payment and any other requirements that must be fulfilled by an employer posting employees to the territory of the given country. In the event the Carrier entrusts the implementation of the order to a subcontractor, the Carrier declares that it will oblige the subcontractor to comply with the minimum wage regulations within the scope indicated above and assumes full responsibility for their compliance with these regulations. In the event of any violation of the regulations or obligations referred to above, the Carrier is obliged to release BF International Sp. z o.o. from any liability.

21. The General Conditions of the Execution of the Order constitute an integral part of the order. In the event of any inconsistencies between the contents of the order and the General Terms and Conditions of the Execution of the Order, the contents of the order shall prevail.

22. The parties will attempt to amicably resolve any disputes arising out of contracts to which this document applies. In the event it is impossible to reach an agreement, the disputes will be resolved by a common court of law with jurisdiction for BF International Sp. z o.o.

23. The contracts to which these General Terms and Conditions of the Execution of the Order apply shall be governed by the Polish law, unless otherwise stated in a mutual agreement of the parties in this regard.

24. These general terms and conditions shall enter into force on 03.04.2018

*I hereby give consent for my personal data to be processed by BF International for marketing purposes.

In accordance with Article 32 of the Personal Data Protection Act of 29 August 1997 an entity which provides consent to the processing of such data, shall have the right to control them in the scope covering in particular: access to such data, the right to obtain information on the purpose, scope and method of data processing, and the right to request the supplementation, updating, rectification, temporary or permanent suspension of their processing, or their removal. The exercise of the rights arising from the above-mentioned provision may take place after a relevant request or reservation is submitted to BF International. For this purpose, please send an e-mail to biuro@bfinternational.pl or a registered letter to the address of BF International Sp. z o.o. with the relevant request or reservation. It is possible to state the lack of consent referred to in paragraph (*). The lack of consent may be expressed by any statement, for example, by sending this order via email with the appropriate annotation or with the underlined expression "I do not consent**" to this point.