

## General Terms and Conditions of the Order

1. These general terms and conditions of the transport order (hereinafter referred to as „the General Terms and Conditions of the Order“) constituting an integral part of the transport contract, define the terms of the Contractor's performance of the order in transporting goods as well as the Contractor and the Principal's rights and obligations, ie RAGNAR LOGISTICS Sp. z o.o., ul. Łódzka 208 B, 42-218 Częstochowa, Tax number: 5732894821 (hereinafter referred to as the "Principal“) as well as the Contractor's liability resulting from the Contractor's performance of the order for transporting goods. The content of the contract of a carriage is specified in the transport order, Terms and Conditions indicated in the transport order and in these General Terms and Conditions of the Order. Upon the acceptance of the transport order, the Contractor simultaneously accepts the General Terms and Conditions of the Order. The procedure of implementing the transport order is tantamount to accepting the Terms and Conditions indicated in this transport order and the General Terms and Conditions of the Order by the Contractor.

2. The transport order consists of 2 pages. The General Terms and Conditions are an integral part of the transport order – the lack of refusal of the transport order by the Contractor sent within 15 minutes from the day of sending a fax or an e-mail of this transport order means the acceptance of this transport order and implementing it on terms and conditions indicated in the order. The subject of the transport order is transporting goods on terms indicated in the transport order and in accordance to the general terms and conditions of the order. The acceptance of the transport order means taking any actions in order to implement its performance.

3. The general terms and conditions of the order apply to transport orders which subjects are international road transport of goods and domestic road transport of goods.

4. The CMR Convention's regulations, the act dated on November 15, 1984, the Transport Law and the Civil Code apply to the transport order which subject is the international carriage of goods by road. The regulations of the act dated on 15 November, 1984, the Transport Law and the Civil Code apply to the transport order which subject is domestic carriage of goods by road.

5. If, on behalf of the Contractor, activities involving the conclusion of a transport order on the terms agreed with the Principal and resulting from the General Terms and Conditions of the Order, are undertaken by a person other than the Contractor personally or by a person disclosed in public registers (KRS or CEiDG) as a representative of the Contractor, the person undertaking these activities declares that is authorized by the Contractor to perform them on behalf of the Contractor, in particular to conclude transport order on his behalf. If, on behalf of the Contractor, the contract of carriage with the Principal has been concluded by a person who is not authorized by the Contractor or acts in excess of the scope of his authorization, he undertakes to immediately confirm the terms of this contract with the Contractor, and in the absence of this confirmation, he shall be liable to the Principal for damages for any damages caused by concluding a contract of carriage with the Principal without the Contractor's authorization or exceeding its scope.

6. The Contractor is obliged to the immediate, meaning 1 day from the date of unloading of the ordered transport, delivery of the scans of the complete transport documents CMR or WZ or others via means of remote communication (e.g. via e-mail). Once the subject of the transport which requires performance in a controlled temperature, the Contractor is obliged to additionally deliver a printout from the temperature recorder which comprises the whole period of the order's performance. In case of Contractor's delay in delivering complete scans of transport documents mentioned above, the Contractor shall pay the Principal a contractual penalty in the amount of 30 EURO. The Principal is entitled to claim damages on general terms, transferring the contractual penalty reserved in the preceding sentence.

7. The Contractor on the day of accepting the transport order at latest is obliged to deliver to the Principal the following documents:

- Carrier's insurance Policy OC or carrier's Insurance OC contact
- OWC applicable to the carrier's liability insurance contract concluded by the Contractor
- The confirmation of payment of the carrier's liability insurance policy

In the event of the Contractor's failure to fulfill the obligation to provide documents indicated above within the time limit referred in the first sentence, the Principal is entitled to withdraw from the contract without the need to set an additional date for the Contractor to perform this obligation and without incurring any costs by the Principal because of that reason. The Principal may submit a declaration of withdrawal from the contract at the latest when Contractor provides the vehicle for the loading.

8. The deadline for the invoice's payment is 60 days from the date of sending to the Principal a correctly issued VAT invoice together with a complete set of original documents confirming the performance of the transport. The VAT invoice may be sent at the earliest when the complete set of original documents confirming the performance of the transport order are sent at the same time. Sending a VAT invoice without sending a complete set of the originals of these transport documents is defective and ineffective and does not start the payment deadline referred to in the first sentence (this does not apply to cases where the set of original documents confirming the performance of the transport order was sent to the Principal in the period preceding sending of the VAT invoice). In the case referred to in the preceding sentence, the Contractor is obliged to send the original set of documents confirming the

performance of the transport order along with the correction of the VAT invoice in terms of the payment's date, which in this case is 60 days from the date of sending the original set of these documents.

The date of payment for the invoice is the date on which the Principal's account is debited by bank transfer for payment of the invoice.

The documents confirming the transport are original: , international CMR, bill of lading and other documents accompanying the shipment WZ (liefierschein, delivery note, nota di consegna, bon de livraison). Each document should be stamped by people involved in transport, signed and dated. In case of using customs procedure, the Principal is obliged to send, together with the VAT invoice, a confirmation issued by the competent Customs Office with a document proving its correct completion. In case of doubts when it comes to the obligation to open a custom procedure or to carry it out, the Contractor shall ask the Principal for instructions.

9. The Contractor in settlements with the Principal may use two bank account numbers, i.e. one for settlements of payments in Polish currency and the other for settlements of payments in EURO (hereinafter referred to as "Proper Accounts"). As part of the performance by the Contractor of the first order for the Principal, the Contractor indicates the Actual Accounts, which the Principal will place in the contractor's account created for the Contractor in the Principal's billing program as appropriate for the settlement of payments with the Contractor. The Principal makes payments for the Contractor's execution of the order to one of the Proper Accounts, depending on whether the payment is made in Polish currency or in EURO. Each time the Contractor changes one of the Proper Accounts or each indication of an invoice other than one of the Proper Accounts, the Principal is entitled to charge the Contractor with a handling fee of EUR 15. The fee referred to in the preceding sentence may be deducted from the freight due to the Contractor for the execution of the order.

10. ATTENTION!! IF THE ORDER HAS AN ADDITIONAL 5th PAGE WITH THE ATTESTATION STATEMENT, PLEASE FILL IN THE FORM AND ATTACH THE INVOICE, WHICH IS MANDATORY.

11. The VAT invoice should be issued in EUR with the conversion of 23% VAT into PLN according to the average exchange rate of the National Bank of Poland on the day preceding unloading. The VAT invoice should be issued in EUR and in PLN. The exception is exports and imports outside the European Union - then the VAT rate is 0.

12. INVOICE PAID IN EURO OR PLN CURRENCY. PLEASE ISSUE YOUR DUAL CURRENCY INVOICES.

13. The VAT invoice must contain two account numbers, i.e. in PLN and in EUR.

14. The VAT invoice along with the shipping documents should be sent to the following address: RAGNAR LOGISTICS Sp. z o.o., ul. Łódzka 208 B, 42-218 Częstochowa.

In other matters, please contact us by e-mail at the following e-mail address:

- Payments (information regarding payment dates of our obligations): [platnosci@ragnarlogistics.com](mailto:platnosci@ragnarlogistics.com)
- Debt collection (information regarding explanations of our receivables, missing documents, attestation): [monitoring@ragnarlogistics.com](mailto:monitoring@ragnarlogistics.com)
- Billing (missing CMR, needed invoices for the service): [dokumenty@ragnarlogistics.com](mailto:dokumenty@ragnarlogistics.com)

15. In the event of any complaint submitted to the transport order being performed: the remuneration period is extended until the complaint is considered and doubts are clarified. In the event of objections made by the consignee, the payment will be withheld until clarified. In the above case, you are not entitled to a discount.

16. We make payments every Tuesday and Friday.

17. As part of the execution of the transport order, the Contractor declares that he has the appropriate conditions, experience and knowledge enabling him to perform the transport order, has the insurance policy for the vehicles used to perform the transport order and the carrier's OCP with a full scope of insurance - without exclusions in the scope of theft, robbery of goods, property accepted for the transport and the lack of liability for subcontractors. At the same time, the Contractor is obliged to perform the contract in accordance with its content, national and international law, in particular in the field of the Road Transport Act and the Road Traffic Act. The Contractor declares that he also has the appropriate cars to perform the contract as well as the staff of drivers.

18. As part of the transport order, in case of the lack of preparation of the goods by the original sender/ shipper, the Contractor is obliged to wait at the place of loading for up to 48 hours, counted from the last hour indicated in the order as the loading time. If the order indicates only the date of loading, the period of 48 hours in which the Contractor is obliged to wait at the place of loading begins on the day marked as the date of loading. The parties indicate that the first 48 hours of parking for loading and 48 hours for unloading, as well as parking on Saturdays, Sundays and holidays when loading or unloading are free of parking fees. If the order indicates only the date of loading or the date of unloading, the period of 48 hours of parking for loading or 48 hours of parking for unloading free of parking fees begins on the day marked as the date of loading or the date of unloading. In addition, the Principal is

not responsible for stops at state borders, offices and on days of limited truck traffic. In order to document a stoppage, the Contractor is obliged to present stoppage card to the Principal along with the relevant entries for the length of the stoppage - confirmed by the sender or recipient. The obligation resulting from this paragraph is not affected by other activities planned by the Contractor. The amount of parking for 24 hours at the place of loading or unloading is 50 EUR (fifty euros). Saturdays, Sundays, holidays and other non-working days and the first full 24 - 48 hours of loading or unloading calculated according to the agreed date and time of loading or unloading, are free from payments for parking, and if the order indicates only the date of loading or date of unloading - counted from the end of the day marked as the date of loading or the date of unloading. The Payment for parking is applicable only in case of a timely execution of the transport order by the Contractor. In the event of untimely provision of the vehicle for loading or unloading, the Contractor is obliged to wait for loading or unloading until these activities are performed by the sender or recipient, without the right to the payment for parking.

19. For the vehicle drive-up, in case of goods' absence at the place of loading, the Contractor shall be entitled to the compensation for the readiness to execute the transport order in the amount of EUR 50 (fifty euros). In such a case, the contractor issues a debit note, and the terms of the order regarding the payment of the invoice shall apply accordingly in this case. The basis for issuing the debit note referred to in this point is a document confirmed by the shipper confirming the lack of goods covered by this order. The confirmation includes at least the shipper's stamp.

20. The contractor, if necessary, ensures the exchange of pallets and gitterboxes and takes full responsibility for it. The contractor is obliged to exchange the returnable euro pallets and gitterboxes at the place of loading and at the place of unloading, and to obtain a correctly completed and signed pallet receipt from the sender and recipient. The carrier has the right not to pick up the pallets and only after receiving the entry in the pallet receipt "Pallets were not issued due to lack of pallets' exchange at the place of unloading". Otherwise, we reserve the right to charge contractual penalties in the amount of EUR 15 net for each not returned pallet and EUR 100 for each not returned gitterbox. The Principal is entitled to claim damages on a general basis, transferring the contractual penalties reserved in the preceding sentence.

21. The Contractor is obliged not to show the above-mentioned transport order to other entities during the execution of the transport order, including confidentiality of all information related to the conclusion of the contract and its content, and is obliged to indicate the location of the car during transport - at the request of the Principal and is obliged to keep in touch with the Principal during the performance of the transport, including the obligation for the Principal to enable the contact with the Contractor's driver directly.

22. The contractor is obliged to provide a vehicle that is clean from the outside and inside, fully operational and enabling the transport of the goods covered by the order. The Contractor - the driver is obliged to actively participate in loading and unloading activities carried out by third parties. The Contractor is obliged to check the visible condition of the goods, prepare the goods for transport and its packaging, as well as the quantity, weight and features of the goods accepted for transport. In case of any doubts in the above scope, the Contractor should write any objections together with the justification in the shipping documents and inform the Principal about this fact immediately. When people involved in the transport refuse to agree to write the above-mentioned objections in the transport documents, the Contractor should immediately inform the Principal about this fact before doing the transport. If the goods are packed in such a way that it is impossible to check their condition before the transport, the Contractor should obtain the sender's entry on the consignment note that it was not possible to check the visible condition of the goods – under the recognition that goods were in a good and transportable condition.

23. As soon as the Contractor accepts the transport order, he confirms that the vehicle is assigned to perform the transport order and fulfills its conditions and requirements , especially the following:

- it is dry, clean inside and outside and free from unpleasant odors,
- fully operational and fully equipped (including a set of fastening belts, anti-slip mats, corners, crossbeam, wheel chains and working customs rope
- has a cargo space which allows loading and unloading of the goods that are the subject of the order,
- after loading the goods that are the subject of the order, it will not exceed the acceptable axle loads of the vehicle on the road
- if the order is carried out with a vehicle with a lift, the vehicle must be additionally equipped with a pallet truck,
- meets other requirements, including those relating equipment which the Principal reserved in the arrangements preceding the acceptance of the transport order by the Contractor.

24. The Contractor is obliged to provide the vehicle's driver with the appropriate protective clothing, including work shoes with protective toecaps, a reflective vest, a helmet, and protective glasses.

25. The contractor is obliged to have all the consents, permits, approvals and certificates specified in the law's regulation and necessary for the execution of the transport order.

26. In case the Contractor did not meet the conditions and requirements set out in point 24 or 25 above, or the vehicle intended for the performance of the transport order does not meet the conditions or requirements set out in point 23 above, the Principal is entitled to charge the Contractor with all arising costs as the result of the Contractor's failure to provide these regulations or the vehicle's failure to meet the above-mentioned conditions and requirements, in particular the costs charged to the Principal by third parties.

27. The contractor is obliged to perform all activities related to the placement and securing of the goods before performing the transport. The performance of the above-mentioned activities by third parties does not release the Contractor from liability for the damage. In case of justified doubts as to the method of placing or securing the goods, the Contractor should obtain all possible instructions from the shipper / sender / recipient and demand that the above-mentioned instructions be entered in the consignment note. When people involved in the transport refuse to enter the above-mentioned instructions in the transport documents, the Contractor should immediately inform the Principal about this fact before performing the transport.

28. There is a total ban on reloading or additional loading without the Principal's consent in a written form under the condition of invalidity. If the Contractor performs the activities described in the preceding sentence without the Principal's consent, the Contractor pays the Principal a contractual penalty in the amount of 100% of the gross freight. At the same time, if the damage to the shipment arises as a result of the Contractor, its subcontractors or other people for whom the Contractor is responsible, reloading or additional loading without the Principal's consent referred to in the first sentence, it is considered that the damage was caused by the Contractor's bad intention within the meaning of Art. 29 sec. 1 of the CMR Convention.

29. Before performing the transport, the Contractor is obliged to check whether the data indicated by the Principal in the transport order are consistent with the actual data, including in particular whether the weight of the goods and their arrangement allows the transport to be carried out in accordance with the applicable law's regulations.

30. If, before the delivery of the shipment to the authorized person and after its release, it turns out that the transported goods have been damaged, the Contractor is obliged to take all possible steps to determine the condition of the shipment as well as the scope and causes of the damage. Thus, the Contractor is obliged to draw up a protocol for checking the condition of the shipment in accordance with the law, summon an expert, insurer and to immediately inform the Principal about the damage. The Contractor's belief that the damage did not arise during the transport does not release the Contractor from taking the above-mentioned actions. Failure to perform the above-mentioned activities will mean improper performance of the contract.

31. The contractor is obliged to perform the contract in person. Entrusting the performance of the contract by the Contractor in whole or in part to a third party requires the Principal's written consent under the recognition of invalidity. If the Contractor entrusts the performance of the contract in whole or in part to a third party despite the lack of the Principal's written consent referred to in the preceding sentence, the Contractor shall pay the Principal a contractual penalty in the amount of 75% of the agreed gross freight. The Principal is entitled to claim damages on a general basis, transferring the contractual penalty reserved in the preceding sentence. At the same time, if the damage to the shipment arises as a result of the negligence or action of a third party to whom the Contractor entrusted the performance of the contract in whole or in part without the Principal's consent referred to in the second sentence, it is considered that the damage was caused by the Contractor's malicious intent - the meaning of Art. 29 sec. 1 of the CMR Convention.

32. The Contractor is not entitled, without the Principal's prior written consent, to transfer to third parties the rights and obligations arising from the contract of carriage, in particular, is not entitled to sell the receivables or dispose them in any form, without the Principal's prior written consent, expressed in writing under the recognition of invalidity. The prohibition does not include the sale of receivables to the Principal's partners \* or the disposal of receivables through them.

33. The deadline for sending the original VAT invoice along with the complete set of the original shipping documents referred in 2-6th points of the General Terms and Conditions of the Order are 21 days from the date of unloading.

34. The Contractor is obliged to provide a set of original documents confirming the completion of the ordered service referred to in point. 6 of the General Terms and Conditions of the Order, no later than within 21 days from the date of delivery of the goods resulting from the transport order and/or transport contract. In the event of a delay in the Contractor's delivery of the original documents referred to in point 6 of the General Terms and Conditions of the Order, the Contractor will pay a contractual penalty of EUR 40 to the Client. Failure of the Contractor to provide the original documents referred to in point 6 of the General Terms and Conditions of the Order, within 45 days from the date of unloading, is considered a failure to fulfill the Contractor's obligation to provide these documents. If the Contractor fails to fulfill the obligation referred to in the preceding sentence, the Contractor will pay a contractual penalty of EUR 500 to the Principal. The client is entitled to claim compensation on general terms exceeding the contractual penalties stipulated in the preceding sentences.

35. In case of a vehicle's delay at the loading or unloading place, the Contractor will be entitled to pay the Principal a contractual penalty of 20% of the gross freight for each hour of delay. The Principal is entitled to claim, on general terms, damages transferring the contractual penalty reserved in the preceding sentence.

36. In case the Contractor fails to provide the car at a loading place, the Contractor will be obliged to pay the Principal a contractual penalty in the amount of 200% of the gross freight. The Principal is entitled to claim damages on a general basis, transferring the contractual penalty reserved in the preceding sentence. The failure to provide the car at the loading place or to load the goods will be considered by the parties as failure to perform the contract by the Contractor.

37. In case of the Contractor's delay in delivering the goods - in accordance with the accepted order - the Contractor will be obliged to pay the Principal a contractual penalty in the amount of 20% of gross freight for each hour of delay in delivery.

38. The Contractor is obliged to respect the principle of neutrality towards the Principal's clients during the execution of the order and within 24 months from the date of the execution of the order, interpreted as a prohibition to take any action, in any form which would lead to the conclusion of a carriage's contract or forwarding with the Principal's client.

The Principal's Client is understood as any subject with whom loading and unloading activities take place, and the subject who commissioned transport of the goods or forwarding activities to the Principal. The parties indicate that the remuneration covered by this order also includes the remuneration for obeying this resolution. In case of breaching of the above mentioned prohibition by the Contractor, the Contractor will be obliged to pay the Principal a contractual penalty in the amount of PLN 50,000 for each violation of the prohibition.

39. The obligation to pay the contractual penalties provided in the order is independent of the damage occurrence and the Principal is entitled to claim damages exceeding the amount of the contractual penalties.

40. The Principal declares that he performs the services of international transport of goods in accordance with the resolutions of the German and French Act on the minimum wage.

41. In case of a complaint concerning the non-performance or improper performance of the service by authorized people or the Principal, the payment of remuneration will be extended until this complaint will be analysed and solved.

42. In case of damage in transport or any other event justifying the liability of the Principal, the Principal will be entitled to charge the Contractor with the costs of repairing the damage from the moment he is called to compensate for the damage himself, also if he has not yet remedied the damage himself.

43. Until the Contractor accepts the shipment for transport, the Principal is entitled to withdraw from the concluded contract.

44. The Contractor agrees for the Principal to deduct all amounts due in connection with the performance of the transport order by the Contractor, in particular contractual penalties specified in the General Terms and Conditions of the Order, as well as other claims related to non-performance or improper performance by the Contractor of the transport order with the amount by way of a freight to the Contractor resulting from the transport order. In case of doubts, it is considered that contractual penalties or other claims appertaining to the Principal related to non-performance or improper performance of the transport order by the Contractor shall become due upon the expiry of the payment deadline indicated by the Principal in the call for payment of a contractual penalty or other monetary claim.

45. The Contractor agrees for sending complaints by the Principal, requests for payment, debit notes or other letters (e.g. reminders) including contractual penalties or other claims appertaining to the Principal related to non-performance or improper performance of the transport order by the Contractor, also via e-mail to the Contractor's e-mail address. In this case, the complaint, summons or other letters referred to in the preceding sentence shall be deemed delivered upon the receipt of an e-mail with this very summons or letters by the Contractor.

46. The court competent to settle any disputes related to the conclusion and performance of the contract is the Polish court, and the court with jurisdiction is the court of the place of the Principal's headquarters.

47. The personal data of the Contractor and the data of other people in connection with the performance of the order by the Contractor are processed by the Principal in accordance with applicable regulations, in particular Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural people in connection with with the processing of personal data and on the free flow of such data, and repealing Directive 95/46 / EC. Detailed provisions regarding the processing of personal data of Contractors and the data of other persons in connection with the performance of the order by the Contractor, including their related rights and the Administrator's obligations, are contained in the "Privacy Policy" tab, available at <http://ragnarlogistics.com/privacypolicy/>

48. This contract is governed by Polish law, and the binding language for the parties is Polish.

\* Principal's partners:

Fandla Faktoring Sp. z o.o. based in Warsaw (KRS: 0000706157) <https://www.fandla.com/>

Trans.eu Group S.A. based in Wysoka (KRS: 0000720763) and subjects related to capital or personally to Trans.eu Group S.A., in particular subjects whose information about services is available at: <https://www.trans.eu/pl/>.